



RFP #24-02

Request for Proposals:
Property and Casualty Insurance
For Sebring Airport Authority (SAA)
<https://sebring-airport.com/>

Addendum #1

Proposals due by 2:00 PM, Wednesday, July 10, 2024

Sealed proposals must be received by SAA on or before 2:00 pm, local time, on Wednesday, July 10, 2024. **Proposal must be sent to the following address:**

**Sebring Airport Authority
Attn: Colleen Plonsky
128 Authority Lane
Sebring, Florida 33870**

risk managers

BEN FEW & COMPANY, INC.

4560 Via Royale, Suite #3
Fort Myers, Florida 33919
Phone 239-334-7727 Fax 239-334-8166
ben@benfew.com

Addendum #1, Questions/Answers

1. Please provide the Property schedule in Excel format and include secondary data (year built, square feet, number of stories, roof shape, roof type, etc.).

See Attachment B – Exposure Workbook.

2. Provide the Inland Marine schedule in Excel.

See Attachment B – Exposure Workbook.

3. Provide the Auto schedule in Excel.

See Attachment B – Exposure Workbook.

4. Provide a complete copy of the most recent appraisal or asset survey.

See Attachment D – Appraisal.

5. Provide the payrolls by class code.

See Attachment B – Exposure Workbook.

6. Provide the experience modification factor.

The current experience modification factor is .92.

7. Provide six (6) years' worth of ground-up loss runs (current fund year plus five (5) prior years) in Excel format.

See Attachment C – Loss Experience.

8. Have any property claims been challenged since 2017? If yes, please describe.

The only property claim that was challenged/closed without payment was a business interruption claim arising from the COVID-19 pandemic.

9. Did the Authority incur any Named Storm losses and, if so, what were the payouts and deductibles applied to those losses?

Yes, see Attachment C – Loss Experience.

10. Provide expiring premiums by coverage line.

See Attachment B – Exposure Workbook.

11. Provide current, complete copies of the policies (not binders) – all lines of coverage.

See Attachment A – Coverage Document.

12. Provide the following Employee Concentration data:

- Location No.: **1**
- Building No.: **1**
- Address (No P.O. Boxes): **128 Authority Lane**
- County: **Highlands**
- City: **Sebring**
- State: **FL**
- Zip Code: **33870**
- Total # of EE's (Full Time and Part Time) at Location: **15**
- Max # of EE's (Full Time and Part Time) in a Shift: **15**
- Construction Type: **JM**
- Occupancy Type: **GAT AIR TERMINAL**
- Construction Year: **2000**
- # of Total Stories in Building: **1**
- # of Stories Occupied by Insured: **1**

13. The Authority currently has Property coverage limits that are shared among other members/insureds from the current insurance provider. If RFP respondents include “Association Limits” or alternatively named equivalents that represent all-member shared coverage limits, would the Authority like RFP respondents to disclose such shared coverage limits? We ask because in a major event, like a catastrophic hurricane, your current carrier may be forced to provide a pro-rata share when it comes time to pay out their claims. This could potentially leave the Authority on the hook for any amounts above the pro-rata payout.

The Authority welcomes information on how shared limits are handled by proposing insurers.

14. If the Authority is accepting RFP responses with shared limits or alternatively named equivalents, would the Authority like to know how a claim payment would be paid if a claim exceeded the shared limit?

Yes.

15. If the Authority is accepting RFP responses with shared limits or alternatively named equivalents, would the Authority like to know what the Total Insured Values are of other members the insurer provides property coverage in Highlands County?

Yes.



PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

Administered By:
Public Risk Underwriters of Florida @
P.O. Box 958455
Lake Mary, FL 32795-8455

TRUST:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement Number: PK FL1 0284850 23-20

NAMED COVERED PARTY AND MAILING ADDRESS:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

AGENT NAME AND ADDRESS:

Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, FL, 32114

AGREEMENT PERIOD:

From: 10/01/2023 To: 10/01/2024
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

| COVERAGE PART | ANNUAL PREMIUM |
|--|---------------------|
| Property and Inland Marine Coverage | <u>Included</u> |
| General Liability Coverage | <u>Included</u> |
| Law Enforcement Coverage | <u>Not Included</u> |
| School Leaders' and Employment Practices Liability Coverage | <u>Not Included</u> |
| Automobile Coverage | <u>Included</u> |
| Garage Keepers Coverage | <u>Not Included</u> |
| Public Officials and Employment Practices Liability Coverage | <u>Not Included</u> |
| Crime Coverage | <u>Included</u> |
| Excess Workers' Compensation Coverage | <u>Not Included</u> |
| Deadly Weapon Protection Coverage | <u>Included</u> |
| TOTAL ANNUAL PREMIUM | \$427,219.00 |

FORMS APPLICABLE TO ALL COVERAGE PARTS:

See PGIT MN-002

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

COUNTERSIGNED 10/23/2023
Date

BY *Margaret E. Jones*
Authorized Representative



PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **Sebring Airport Authority**

AGREEMENT NO.: **PK FL1 0284850 23-20**

| Form Name | Form Number |
|---|----------------------|
| Public Entity Common Agreement Declarations | PGIT MN-001 (10 19) |
| Public Entity Coverage Agreement Forms List | PGIT MN-002 (10 16) |
| Public Entity Common Agreement Conditions | PGIT MN-090 (10 19) |
| Public Entity Property and Inland Marine Coverage Part Declarations | PGIT MN-010 (10 21) |
| Public Entity Property - Property and Inland Marine Coverage Form | PGIT MN-104 (10 23) |
| Public Entity Property - Flood Coverage | PGIT MN-107 (10 17) |
| Public Entity Property - Earth Movement Coverage | PGIT MN-109 (10 21) |
| Public Entity Property - Schedule of Deductibles | PGIT MN-122 (10 18) |
| Public Entity Equipment Breakdown Protection Coverage Form | PGIT MN-150 (10 22) |
| Public Entity General Liability Coverage Part Declarations | PGIT MN-020 (10 18) |
| Public Entity General Liability - Coverage Form | PGIT MN-200 (10 19) |
| Public Entity General Liability - Preferred Endorsement | PGIT MN-203 (10 20) |
| Public Entity Communicable Disease Sublimit | PGIT MN-204 (10 20) |
| Public Entity General Liability - Employee Benefits Liability Coverage | PGIT MN-205 (10 13) |
| Public Entity General Liability - Deductible Liability Coverage | PGIT MN-206 (10 13) |
| Public Entity Automobile Coverage Part Declarations | PGIT MN-030 (10 13) |
| Public Entity Automobile Coverage Form | PGIT MN-300 (10 19) |
| Public Entity Automobile Florida | PGIT MN-301 (10 13) |
| Public Entity Auto - Florida Uninsured Motorist Coverage - Non-Stacked | PGIT MN-303 (10 13) |
| Public Entity Auto-Florida Personal Injury Protection | PGIT MN-309a (10 19) |
| Public Entity Auto - Pollution Liability - Broadened Coverage For Covered Autos | PGIT MN-311 (10 13) |
| Public Entity Auto - Mutual Aid Endorsement | PGIT MN-312 (10 13) |
| Public Entity Deadly Weapon Protection Declarations | PGIT MN-040 (10 22) |
| Public Entity Deadly Weapon Protection Coverage Form | PGIT MN-400 (10 22) |
| Public Entity Crime Coverage Part Declarations | PGIT MN-080 (10 14) |
| Public Entity Government Crime Coverage Form | PGIT MN-820 (10 13) |
| Public Entity Auto and General Liability - Nuclear Energy Liability Exclusion Endorsement | PGIT MN-900 (10 13) |
| Public Entity Liability PFAS Chemicals Exclusion Endorsement | PGIT MN-901 (10 23) |
| Public Entity Auto, General Liability and Property - Automatic Additional Covered Parties | PGIT MN-902 (10 23) |
| Public Entity - Muni Inland Marine Schedule | |
| Public Entity - Muni Property Schedule | |
| Public Entity - Muni Auto Schedule | |
| Claim Notice | |
| Informational Contact | |



PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 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 Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.
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.
7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

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

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

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

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Preferred Governmental Insurance Trust when Preferred Governmental Insurance Trust is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Preferred Governmental Insurance Trust on behalf of multiple members, payment to you for a covered loss will be reduced pro rata based on the amounts of covered loss by member.

The administrator for Preferred Governmental Insurance Trust will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

J. PREMIUMS

The first named Covered Party 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.

K. SUBROGATION

1. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false, or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and make such investigation and defense of a covered claim as it deems necessary.

N. CONSENT TO SETTLE

1. The Trust shall not settle any claim without the written consent of the Public Entity. If the Public Entity

refuses to consent to a settlement or compromise recommended by the Trust and acceptable to the claimant, then the Trust's Limit of Liability under this Coverage Agreement with respect to such claim shall be reduced to the amount of damages for which the claim could have been settled plus all claims expenses incurred up to the time the Trust made its recommendation to the Public Entity, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of damages.

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

| | | |
|--|-----------------------|--|
| | 5% | TIV per Occurrence/Per Location for "Named Storm" subject to minimum of \$35,000 Per Occurrence |
| | \$5,000 | Per Occurrence – All Other Perils – Building & Contents and Extensions of Coverage |
| | Per Attached Schedule | Inland Marine |

Covered Property

Total Insured Values - Blanket Value Building and Contents - Per Schedule on file totaling \$31,148,520

Inland Marine

| | |
|--|------------------|
| Blanket Unscheduled Inland Marine (Subject to \$25,000 any one item excludes Watercraft) | \$550,000 |
| Scheduled Inland Marine | \$222,900 |
| Total All Inland Marine | \$772,900 |

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE on form PGIT MN-104. These limits of liability do not increase any other applicable limit of liability.

| (X) | Code | Extensions of Coverage | Limit of Liability |
|-----|------|---|--|
| X | A | Accounts Receivable | \$ 500,000 in any one occurrence |
| X | B | Animals | \$ 5,000 Annual aggregate in any one agreement period |
| X | C | Buildings Under Construction | If shown on the Property Schedule |
| X | D | Debris Removal Expense | \$ 250,000 or 25% of loss, whichever is greater, per occurrence |
| X | E | Demolition Cost, Operation of Building Laws and Increased Construction Cost | \$ 3,000,000 in any one occurrence |
| X | F | Duty to Defend | Included |
| X | G | Errors and Omissions | \$ 250,000 in any one occurrence |
| X | H | Expediting Expenses | \$ 5,000 in any one occurrence |
| X | I | Fire Department Charges | \$ 25,000 in any one occurrence |
| X | J | Fungus Cleanup Expense | \$ 50,000 Annual aggregate in any one agreement period |
| X | K | Lawns, Plants, Trees and Shrubs | \$ 25,000 in any one occurrence |
| | L | Leasehold Interest | \$ 0 in any one occurrence |
| X | N | New Locations | \$ 2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier |
| X | O | Personal Property of Employees | \$ 50,000 in any one occurrence |

| | | | |
|---|---|---|--|
| X | P | Pollution Cleanup Expense | \$ 50,000 Annual Aggregate in any one agreement period |
| X | Q | Professional Fees | \$ 20,000 in any one occurrence |
| X | R | Recertification | \$ 10,000 in any one occurrence |
| X | S | Service Interruption Coverage | \$ 100,000 in any one occurrence |
| X | T | Transit | \$ 250,000 in any one occurrence |
| | U | Vehicle Property Coverage | \$ 0 in any one occurrence |
| X | V | Preservation of Property Coverage | \$ 250,000 in any one occurrence |
| X | W | Property at Miscellaneous Unnamed Locations | \$ 150,000 in any one occurrence |
| X | X | Business Income | \$ 900,000 in any one occurrence |
| X | Y | Additional Expense | \$ 1,000,000 in any one occurrence |

Sublimits of Coverage

| <u>Coverage</u> | <u>Deductibles</u> | <u>Limit</u> |
|-----------------|--------------------------------|--------------|
| Earth Movement | \$5,000 | \$1,000,000 |
| Flood | \$5,000 except for Zones A & V | \$1,000,000 |
| TRIA | N/A | Not Included |

Equipment Breakdown (Boiler & Machinery)

| <u>Coverage</u> | <u>Limit</u> |
|---|----------------------|
| Property Damage/ Loss of Business Income/ Additional Expense per accident | \$31,148,520 |
| Water Damage | \$1,000,000 |
| Ammonia Contamination | \$1,000,000 |
| Hazardous Substance Coverage | \$1,000,000 |
| Utility Interruption | \$2,000,000 |
| Spoilage Damage | \$250,000 |
| Ordinance or Law | \$1,000,000 |
| Expediting Expenses | \$1,000,000 |
| Data or Media | \$250,000 |
| Fungus, Wet Rot, Dry Rot | \$15,000 |
| <u>Deductible</u> | <u>Amount</u> |
| Equipment Breakdown | \$5,000 |
| Time Deductible | 24 hrs |

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Parts and made part of the coverage agreement at this time of issue: **See PGIT MN-002**

Premium: **\$ INCLUDED**

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.



PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

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

Throughout this Coverage Agreement the words **you** and **yours** refers to the Named Covered Party shown in the Declarations. The words **we**, **us** and **ours** refers to the Trust providing this Coverage Agreement.

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to **covered property** as a result of an **occurrence**, unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between **you** and **us**. Coverage is provided at those locations and for those coverages and limits of liability shown on the **Schedule of the DECLARATIONS**. Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in **bold-faced type** have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

B. Coverages

We will provide the following coverages if they are marked with an "X". Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an **actual cash value** basis for **Real Property**, **Inland Marine** and **Personal Property** unless **replacement cost** coverage is marked with an "X".

- (X) **Real Property**
- (X) **Replacement Cost**
- (X) **Personal Property**
- (X) **Replacement Cost**
- (X) **Inland Marine**
- () **Replacement Cost**

C. Limits of Liability

Subject to all terms and conditions of the coverage agreement the most **we** will pay for all loss, damage or costs to **Real Property** and **Personal Property** in any one **occurrence** is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all **Real Property** and **Personal Property**. It is agreed that any location listed on the **Schedule of DECLARATIONS** with no value (\$0) is not covered by the property coverage agreement.

Each sublimit stated in the DECLARATIONS, including the Extensions of Coverage, apply as part of, and not in addition to, the overall Total Insured Values coverage limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other covered 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.

If covered under this Coverage Agreement, any sublimit for **earth movement** or **flood** is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If **flood** occurs in

conjunction with a **named storm** or **earth movement**, the **flood** sublimit applies within and erodes the limit of coverage for that **named storm**.

SECTION II - COVERAGES

A. We will pay for **covered loss** to **your real property, inland marine, or personal property** only if marked with an "X" in **Section I B**. Coverages:

1. At the locations shown on the **Schedule of the DECLARATIONS**,
2. **Property in the open** within 1,000 feet of locations described in **1**;
3. With respects to Inland Marine, at or away from **your covered location**.

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage 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 Coverage Agreement, 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 organization(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 coverage 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 **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon **you**.

B. Biological or Chemical Materials Exclusion

This coverage 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.

C. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion **electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
For the purpose of this Exclusion **computer virus** means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. However, in the event that a peril listed below results from any of the matters described in paragraph 1. above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement period to property covered by this Coverage Agreement directly caused by such listed peril:

Listed Perils:

- a. Fire
- b. Explosion

D. Electronic Date Recognition Exclusion

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

1. 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, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not;
2. 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, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party 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.

E. Asbestos

1. This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril**.

This coverage is subject to each of the following specific limitations:

- a. The said building or structure must be covered under this Agreement for damage by that **specified peril**.
- b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
- c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
- d. Coverage under this Agreement in respect of asbestos shall not include any sum relating to:
 - (1) any faults in the design, manufacture or installation of the asbestos;
 - (2) asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

F. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against, that contributes to the loss at the same time or in any other sequence.**

1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

- a. **Data or software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields: or
- b. **Electronic data processing equipment** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 500 feet of the **covered location**.

2. **Earth movement**, whether sudden or gradual.

- a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
- b. This exclusion does not apply to **covered property** in transit.
- c. This exclusion does not apply to **sinkhole collapse or volcanic activity**.

3. Flood

- a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
- b. If covered electrical equipment requires drying out because of **flood**, **we** will pay for the direct expenses of such drying out.
- c. This exclusion does not apply to **inland marine**, or to **covered property** in transit.

4. Pollution

5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction

Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

6. Seizure or destruction of covered property by government order.

But **we** will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.

7. Nuclear reaction or nuclear radiation, or radioactive contamination;

8. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the covered location.

But if a **covered loss** ensues, **we** will pay for that loss.

G. We will not pay for losses caused by or resulting from any of the following:

- 1. Unexplained or mysterious disappearance of any property;
- 2. Shortage of property discovered on taking inventory;
- 3. Theft by employees, whether acting alone or with others;
- 4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;
 - a. by **you**;
 - b. by any proprietor, partner, director, officer, or employee of **yours**; or
 - c. by any proprietor, partner, director or officer of any proprietorship, partnership, corporation, or association engaged by **you** to render any service or perform any act in connection with **covered property**.
- 5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

But if a **covered loss** ensues, **we** will pay for that loss.
- 6. Delay, loss of market, loss of use, indirect or remote loss or damage;
- 7. Loss attributable to:
 - a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
 - b. Inherent vice, latent defect, or any quality in the **covered property** that causes it to damage or destroy itself;
 - c. Smog, acid rain, agricultural smudging;
 - d. Smoke, fumes, gas or vapor that result from industrial operations;
 - e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
 - f. Animals, birds, vermin, rodents or insects;
 - g. Change or extremes in temperature or humidity, except damage to equipment;
 - h. Contamination, shrinkage, change in taste, texture, finish or color.

But if a **covered loss** ensues, **we** will pay for that loss.

8. Fungus

We will not pay for loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus**, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a. any physical loss or damage to **covered property**;
- b. any covered peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, **J. Fungus** Cleanup Expense with respect to loss or damage by a cause of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

But if a **covered loss** ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

Data, electronic data processing equipment or software caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or lack in design, specification, material or workmanship.

10. Explosion of the following:
- a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping; or,
 - c. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

11. Rupture, bursting, cracking, burning, or bulging of the following:
- a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping;
 - c. Hot water boilers or other equipment for heating water;
 - d. Pressure vessels; or,
 - e. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

12. Loss attributable to faulty, defective, or inadequate:
- a. Construction, workmanship or material;
 - b. Maintenance;
 - c. Design, plan or specification;
 - d. Zoning compliance;
 - e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
 - f. Compliance with building codes.

But if a **covered loss** ensues, **we** will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks, or underwater conduit from:
- a. Freezing and thawing;
 - b. Impact of watercraft;
 - c. Waves, or debris driven by waves;
 - d. Pressure or weight of ice or water, whether driven by wind or not; or
 - e. Sinking or settling.

14. **We** will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping / tanker incident and the ensuing oil spill.

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in PGIT MN-104, Section VII;

2. Aircraft;
3. Property **you** sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property **you** transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. **Watercraft**, unless loss is from a **specified peril**.
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at the time of loss.
13. Underground pipes, unless loss is at a **covered location** and from a **specified peril** other than collapse.
14. Dune walkovers, unless loss is at a **covered location** and from a **specified peril** other than collapse. No wind coverage is afforded for dune walkovers.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland Marine**, items not individually itemized on the schedule will be subject to a maximum valuation of:
 - a. \$250,000 per item for **Rented, Borrowed or Leased Equipment**; or
 - b. \$25,000 per item for all other classes of **Inland Marine**
3. On **Inland Marine** if the valuation type on the **Inland Marine** schedule is "agreed value" then item 1 and 2 above will not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible.
4. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at **actual cash value**.

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost**, computed at the time and place of the loss, if **replacement cost** is marked with an "X" in **Section 1.B**. Coverages unless otherwise indicated in this Coverage Agreement.
2. **We** will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, **we** will pay only the **actual cash value**.
 - a. **Our** obligations for **replacement cost** will be the smaller of:
 - (1) The cost actually and necessarily expended to repair the damaged property; or
 - (2) The cost actually and necessarily expended to replace or rebuild with new materials of like size, kind and quality; or
 - (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - (4) The applicable **limit of liability**.

We will not pay for any increase in cost due to **your** failure to use reasonable speed to repair, rebuild or replace the damaged property.

If the replacement occurs at another location, **we** will not pay for the cost of land at either the original or the new location.

b. **We** will pay **replacement cost** for these types of property:

- (1) Raw materials, supplies and other merchandise not manufactured by **you**; and
- (2) Leasehold improvements in which **you** have an insurable interest.

c. For the following types of property **We** will pay; "agreed value" if the valuation type on the **Inland Marine** schedule is shown as agreed value; or **We** will pay the lesser of **actual cash value** or 110% of the value reported on the applicable schedule:

- (1) **Communications Equipment;**
- (2) **Contractor's /Mobile Equipment;**
- (3) **Fine Arts;**
- (4) **Watercraft;**
- (5) **Emergency Service Portable Equipment;**
- (6) **Other Inland Marine;**
- (7) **Rented, Borrowed or Leased Equipment;**
- (8) **Vehicles scheduled under item U of the property extensions of coverage;** or
- (9) **Blanket Unscheduled Inland Marine subject to \$25,000 any one item**

C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
2. On finished goods manufactured by **you**, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;
3. On **Valuable Papers**, in case of loss, valuation shall be based on the lesser of:
 - a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
 - b. The **limit of liability** shown in the DECLARATIONS, or
 - c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.
4. On **media, data**, programs or any **software** stored on electronic, electromechanical, electromagnetic **data processing equipment** or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any **data**, programs or **software** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed \$100,000 any one **occurrence**, incurred by **you** in recreating, gathering and assembling such **data**, programs or **software**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such **data**, programs or **software** to **you** or any other party, even if such **data**, programs or **software** cannot be recreated, gathered or assembled.
5. On exposed film, the value of the blank film.

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory

We will pay for a **covered loss** during the **Coverage Agreement period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America or;

3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by **us** and which becomes a part of this Coverage Agreement.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

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

1. This Coverage Agreement;
2. The **covered property**;
3. **Your** interest in the **covered property**; or
4. A claim under this Coverage Agreement.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, **we** may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. **You** may, at **your** expense:

1. Stamp "salvage" on the merchandise or its containers; or,
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. **You** must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to **us**.

H. No Benefit to Bailee

No person or organization, other than **you**, having custody of **your covered property**, will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against **us** unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate **limit of liability** or sublimits of liability, **we** will pay for a **covered loss** without reducing any other applicable **limit of liability** or sublimits of liability.

K. Your duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;
2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
3. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;
4. Take all reasonable steps to protect the **covered property** from further damage
5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;
7. Keep an accurate record of all repair costs;
8. Keep all bills, receipts and related documents that establish the amount of loss;
9. As often as may reasonably be required:
 - (a) Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.
 - (b) Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.
 - (c) Permit **us** under oath to question **you** and any of **your** agents, employees, or representatives involved in the purchase of this coverage or the preparation of **your** claim, and verify **your** answers with a signed acknowledgment.
10. Submit to **us**, within ninety (90) days from the date of loss, unless **we** extend the time in writing:
 - (a) A signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:
 - (1) The time and cause of the loss;
 - (2) **Your** interest and the interest of all others in the property involved;
 - (3) Any other policies of insurance that may provide coverage for the loss;
 - (4) Any changes in title or occupancy of the property during the **coverage agreement period** and;
 - (5) The amount of **your** claimed loss.
 - (b) **You** shall also submit with the Proof of Loss:
 - (1) The inventory referred to in **K.6**.
 - (2) The records specified in **K.7.** and **K.8**;
 - (3) Specifications for any damaged buildings and;
 - (4) Detailed estimates for the repair of any damages.
11. Cooperate with **us** in the investigation and adjustment of the loss.
12. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by

Hurricane or Windstorm:

- (a) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within three (3) years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or

reopened claim does not affect any limitation for legal action against us as provided in this Coverage Form under the Suit condition, including any amendment to that condition.

L. Appraisal

1. If **you** fail to agree with **us** on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after **our** receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, **you** or **we** may petition a judge of a court of record in the state where the **covered loss** happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to **you** and **us**, the amount they agree on will be the amount of **our** payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by **you** and **us**.

M. Our Options

At **our** option, **we** will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If **we** elect to repair or replace the **covered property**, **we** will notify **you** of that decision within sixty (60) days of **our** receipt of **your** proof of loss. **We** will, at **our** option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with **you** except as provided in Condition **S. Mortgage Holders**.
2. If a claim is made for damage to **covered property** of others that **you** hold **we** will have the right to adjust that loss or damage with the owners of that property. **Our** payment to the owners will fully satisfy any claim of **yours** for damage to that property.

O. Collection from Others

Payment to **you** for a **covered loss** will be reduced to the extent **you** have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within thirty (30) days after **we** receive and accept the signed, sworn Proof of Loss, if:

1. **You** have complied with all the terms of this Coverage Agreement;
2. **We** have reached agreement with **you** on the amount of **covered loss**, or
3. An appraisal award is made as provided for in Condition **L. Appraisal**.

Q. Recovered Property

If either **you** or **we** recover any **covered property** after **we** have paid for its loss, that party must give the other prompt written notice of the recovery. If **we** recover the **covered property**, **we** will return it to **you**, if **you** so request. **You** must then return the amount **we** paid to **you** for it.

If **you** recover the **covered property**, **you** may either keep it or surrender it to **us**. If **you** choose to keep it, **you** must return the amount **we** paid to **you** for it.

R. Pair, Set or Parts

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**;
or
2. The difference between the value of the pair or set before and after the **covered loss**.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, **we** will pay only for the lost or damaged part.

S. Mortgage Holders

1. **We** will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:
 - (a) Pays any premium due under this Coverage Agreement at **our** request;
 - (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
 - (c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder. All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.
4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:
 - (a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
 - (b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.In the event of a **covered loss**, **we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us**, and **you** will pay **your** remaining mortgage debt to **us**.
5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you**.
6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both **you** and a loss payee have an insurable interest, **we** will:

1. Adjust the **covered loss** with **you**; and,
2. Make payment for the **covered loss** to **you** and the loss payee jointly, as their interests may appear.

U. Inspection

1. During the period of this Coverage Agreement, **we** will be permitted, but not obligated, to inspect the **covered property**. Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that the **covered property** is safe, healthful, or in compliance with laws, regulations, codes or standards.
2. 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.

We will have no liability to **you** or others because of any inspection or failure to inspect.

V. Vacancy Provision

If the building where a **covered loss** occurs has been vacant for more than ninety (90) 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 **perils insured against**:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless the system has been protected against freezing;
 - (c) Building glass breakage;
 - (d) Water Damage;
 - (e) Theft; or
 - (f) Attempted theft.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "X" in the DECLARATIONS, **we** will not pay more than **our** proportion of the applicable **limit of liability** shown on the Property and Inland Marine Coverage Part Declaration for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. **We** will pay the following expenses directly resulting from a **covered loss** to **your** records of accounts receivable at a **covered location**:

- (a) Amounts due **you** from customers that **you** are unable to collect;
- (b) Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;
- (c) Collection expense above **your** normal collection expense; and,
- (d) Reasonable expenses **you** incur to re-establish **your** records of accounts receivable.

2. Amount of Loss

- (a) If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated in the following manner:

(1) **Your** average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

- (b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:

- (1) Balances for accounts not damaged or affected by the loss;
- (2) Amounts of accounts **you** are able to re-establish and collect;
- (3) An allowance for bad debts **you** are not normally able to collect.
- (4) All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and **we** will not pay for:

- (a) Any loss that requires an audit or inventory to establish its existence;
- (b) Any fraudulent, dishonest or criminal act done by:

(1) Anyone entrusted with the **covered property**, including their employees and agents;
or

(2) Anyone having an interest in the **covered property**.

This exclusion does not apply to the acts of a carrier for hire;

- (c) Bookkeeping, accounting, or billing errors or omissions;

- (d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
 - (e) Taxes or Bond revenue.
4. For the purposes of this extension, the following additional conditions apply:
- (a) When **you** are not open for business, or when **you** are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
 - (b) When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** loss.
 - (c) When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

B. Animals

We will pay for all owned animals killed in a **covered loss** at a **covered location**. **We** will also pay for the in-line of duty death of a certified police canine or horse owned by **you**.

Your deductible for this extension is the lower of \$500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

C. Buildings Under Construction

We will pay for any one **occurrence** for insured physical loss or damage to **your** buildings that are under construction. **Your** schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:

1. New buildings being erected at a **covered location**;
2. Additions to any buildings already covered under this agreement; or
3. Renovations to any buildings included in the schedule.
4. New buildings being erected at sites other than a **covered location**, subject to final contract value any one construction project limit of \$25,000,000.

D. Debris Removal Expense:

1. **We** will pay for the expense to remove the debris from a **covered loss** at a **covered location**. **We** will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period**, whichever is earlier.
2. **We** will pay for expenses to remove from **covered locations** storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from **your** location(s).
3. Debris removal expense does not include any costs to clean up or remove:
 - (a) **pollutants**;
 - (b) asbestos; or
 - (c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations**.

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss**, **we** will pay:
 - (a) Demolition Cost:

The cost incurred to demolish all or part of **your covered Real Property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

(b) Operation of Building Laws:

The cost **you** incur to rebuild at the same location any undamaged part of **your Real Property**, which is required by law to be demolished after a **covered loss**. **We** will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

(c) Increased Construction Cost:

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

(d) We will not pay for any:

(1) Of these costs unless they are incurred within two (2) years from the date of loss.

(2) Loss due to any law or ordinance that:

(i) You were required to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend

We will defend that part of any suit against **you** involving personal property of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the **personal property** of others; and
2. The physical loss or damage is caused by a **peril insured against**; and
3. The physical loss or damage takes place while the **personal property** of others is in **your** custody; and
4. The personal property of others is the type of property covered by this **Coverage Agreement**.

We will do so even if such suit is groundless, false, or fraudulent, but **we** may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as **we** deem appropriate.

G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, **we** will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by **us**, provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.
2. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. **We** will pay, in the event of a **covered loss**, for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation.
2. **We** will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges **you** incur when an outside fire department is called to save or protect **covered property** from a **covered loss**.

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the **fungus**, wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement 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**, and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence**.
 - (a) A covered loss other than fire or lightning; or
 - (b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.
2. Under conditions described in 1. above, **we** will pay for loss or damage by **fungus**, wet or dry rot, or bacteria. As used in this coverage, the term 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 **fungus**, wet or dry rot, or bacteria;
 - (b) The cost to tear out and replace any part of the building or other covered 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. Regardless of the number of claims, the limit shown in the Declarations is the most **we** will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage Agreement Period. **We** will not pay more than this amount even if the **fungus**, wet or dry rot, or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.
4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.
5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants**.
6. **Fungus** Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril**, excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought.

We will not pay more than the lesser of the following:

1. The applicable **limit of liability** shown on the Extension of Coverages Property part on the DECLARATIONS; or
2. The amount of the total value of the building and contents at that **covered location**.

L. Leasehold Interest:

We will pay for loss of covered leasehold interest **you** sustain due to the cancellation of **your** lease. The cancellation must result from a **covered loss** to a **covered location**. Covered leasehold interest means the following:

The difference between:

1. The rent **you** pay at the described premises including taxes, insurance, janitorial or other service that **you** pay for as part of the rent; and
2. The rental value of the described premises that **you** lease.

The most **we** will pay for loss because of the cancellation of any one lease is **your** covered leasehold interest at the time of loss. **Your** covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

N. New Locations:

New Locations are covered for coverages marked with an "X" in **Section I.B.** Coverages of PGIT MN-104 Property and Inland Marine Coverage Form and coverages provided by endorsement for the first sixty (60) days after the date of acquisition. During that period, the **covered party** shall submit to **us** a written report stating the location, occupancy, the full **replacement cost**, including Loss of Business Income and any other Time Element Values for the location, and other coverage in force at that location. If **we** do not receive and accept that report within sixty (60) days, the coverage for that Location shall cease at the end of the coverage period stated above.

Property newly constructed by the **covered party** during the **coverage agreement period** does not qualify under this paragraph unless the construction project complied with the terms of Extension of Coverage Item **C.**

Upon notification to and acceptance by **us** any **New Location**, the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. **We** shall be permitted but not obligated to inspect the **New Location**. During the current Coverage Agreement period, **we** will not charge an additional premium for **new locations** if the value of a **new location** or the **total value of all new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period is less than \$15,000,000 and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then premium is due at the time the location is added.

O. Personal Property of Employees:

1. **We** will pay for loss by a **peril insured against** to the **Personal Property** (other than automobiles) of **your** employees when such property is at a **covered location** or being used by the employee in the course of employment.
2. **We** will not pay for any loss to such property that occurs at the employee's residence.

With respects to this extension, volunteers are not considered employees and there is no coverage for **Personal Property** of volunteers.

P. Pollution Cleanup Expense:

1. **We** will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril**.
2. If **pollution** results from a **peril insured against**, **we** will pay:
 - (a) To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location**; or,
 - (b) For testing performed in the course of extracting the **pollutants** from **covered locations**.

We will pay for removal or testing after a **covered loss** that occurs during the **coverage agreement period**.

We will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period**, whichever is earlier.

Q. Professional Fees:

1. **We** will pay for the reasonable costs **you** incur, for auditors and accountants who undertake to accurately determine the details of **your** business in order to determine the extent of a **covered loss**.
2. Professional fees do not include:
 - (a) any fees or expenses of attorneys;

- (b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities;
- (c) fees based on a contingency; or
- (d) the cost of **your** own employees.

R. Recertification of Equipment

We will pay the necessary costs or expenses **you** incur to recertify portable firefighting, ambulance or rescue -related scheduled **inland marine you own**, when such equipment is damaged in a **covered loss**.

S. Service Interruption Coverage

In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), **we** will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas or refrigeration.

However, **we** will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit

We will pay for loss to **your** covered **personal property** or **inland marine** while in transit, including **your** covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for loss to **your** vehicles, when damaged by a **covered loss**, regardless of the location. The Named Storm deductible from PGIT MN-122 applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of property insured shall be added to the total physical loss and/or physical damage amount otherwise payable under the Coverage Agreement but without increasing the applicable limits or sublimits of liability stated in the Coverage Agreement. There must be an actual physical loss to the building or structure at the scheduled location in order for this coverage to apply.

W. Property at Miscellaneous Unnamed Locations

We will pay for a **covered loss** to **property at miscellaneous unnamed locations** that were unintentionally omitted from the most recent **Schedule of the DECLARATIONS** subject to the limit shown on the Declarations. The limit shown in the Declarations is the maximum amount of indemnity for any one occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement Inception.

X. Your Loss of Business Income

- a. **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:
 - (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
 - (2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed fourteen (14) consecutive days from the date of the action.
 - (3) physical prevention of ingress to or egress from a **covered location** due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed (14) consecutive days from the date of the action.

and for which a **Business Income** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**.

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

- (1) The portion of the building which **you** rent, lease, or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual **loss** of **business income**, consideration must be given to:

- (1) The experience of the business before the loss and the probable experience after the loss;
- (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
- (3) The demonstration of an actual loss of sales or income; and
- (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to **your** regular customers.

d. **We** will not pay unless **you** are wholly or partially prevented from:

- (1) producing goods; or
- (2) continuing business operations or services.

e. **You** are required to mitigate **your** loss by:

- (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**.
- (2) Continuing business operations or services during the **period of restoration**.
- (3) Using any property or service:
 - (i) owned or controlled by **you**; or
 - (ii) obtainable from any other sources.
- (4) Working extra time or overtime.
- (5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. **We** will not pay for:

- (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (i) physical damage not covered under this Coverage Agreement on or away from the **covered location**;
 - (ii) planned or rescheduled shutdown or maintenance;
 - (iii) strikes or other work stoppage;
 - (iv) any reason other than a **covered loss**.
- (2) Any increase in loss due to:
 - (i) suspension, cancellation or lapse of any lease, contract, license, or order.
 - (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (3) Any consequential, indirect, or remote loss.
- (4) Any loss resulting from damage to:
 - (i) finished goods manufactured by **you**; nor for the time required for their reproduction.
 - (ii) property in transit.
- (5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most **we** will pay for a loss under this coverage is the lesser of:

- (1) **Your actual loss of business income and necessary expense;** or
- (2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

Y. Additional Expense

a. **We** will pay the actual and necessary Additional Expense **you** sustain due to:

- (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
- (2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed fourteen (14) consecutive days from the date of the action.

and for which an **Additional Expense** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

- (1) The portion of the building which **you** rent, lease, or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. **We** will also pay **Additional 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.

d. Coverage for **Additional 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**.

e. **We** will not pay for:

- (1) Loss of **Business Income**
- (2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.
- (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
- (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
 - (ii) planned or rescheduled shutdown or Maintenance;
 - (iii) strikes or other work stoppage;
 - (iv) any reason other than a **covered loss.**
- (5) Any increase in loss due to:
 - (i) suspension, cancellation or lapse of any lease, contract, license, or order.
 - (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (6) Any consequential, indirect, or remote loss.
- (7) Any loss resulting from damage to:
 - (i) finished goods manufactured by **you;** nor for the time required for their reproduction.
 - (ii) property in transit.
- (8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

- f. The most **we** will pay for a loss under this coverage is the lesser of:
- (1) **Your** actual **Additional Expense**; or
 - (2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS**.

SECTION VIII - DEFINITIONS

- A. Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following
1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
 3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
 4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
 5. An event inside hot water boilers or other heating equipment that damages such equipment; or
 6. Bursting, cracking or splitting.
- B. Actual cash value** means **replacement cost** less deduction for depreciation.
- C. Additional 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. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred 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.
- D. Business income** means:
1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
 2. Continuing normal operating expenses incurred, including payroll.
- E. Coverage agreement period** means the time during which coverage is provided by this Coverage Agreement.
- F. Covered Equipment** means the following unless specified otherwise in an endorsement to this Coverage Agreement:
1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment**.
 2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- G. Covered location** means those locations shown on the **Schedule of the DECLARATIONS** or on the Schedule of any endorsement to this Coverage Agreement.
- H. Covered loss** or **loss** means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.
- I. Covered property** means property covered by this Coverage Agreement.
- J. Data** means any information recorded on **media** and used in **your** processing operations.

- K. Earth movement**, whether natural or man-made, includes but is not limited to:
1. Earthquake;
 2. Landslide;
 3. Mudflow; or
 4. Sinking, rising or shifting of the earth.
- L. Effective Date** means the day and time at which the coverage provided by this Coverage Agreement begins.
- M. Flood** means: rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer backup resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:
1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
 2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**
- N. 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.
- O. Inland Marine** means scheduled:
1. **Communications Equipment - your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.
 2. **Contractor's/Mobile Equipment - your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.
 3. **Electronic Data Processing Equipment - your** programmable electronic equipment that is used to store, retrieve and process **data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.
 4. **Emergency Service Portable Equipment - your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft**.
 5. **Fine Arts - your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.
 6. **Other Inland Marine - your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
 7. **Rented, Borrowed or Leased Equipment - items** in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
 8. **Valuable Papers - your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
 9. **Watercraft - your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
 10. **Blanket Unscheduled Inland Marine - your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of \$25,000.
- P. Limits of liability** means the maximum amount **we** will pay for a **covered loss**.

- Q. Media** means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment**.
- R. Named Storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center, or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence**.
- S. Necessary expenses** means expenses in excess of normal operating expenses, **you** incur in reducing your loss of **business income**. **We** will not pay more than **we** would pay if **you** had been unable to make up lost production or continue operations or services.
- T. New locations** means:
1. **Real Property you** purchase or rent including **Personal Property** at that location;
 2. **Real Property you** begin to build; or
 3. **Inland Marine you** purchase.
- after the **effective date** of this Coverage Agreement.
- U. Occurrence** means a sudden, identifiable, fortuitous event that result in a **covered loss** or series of events directly resulting from a **covered loss**.
- V. Over the road coverage** means while vehicle is being driven or is in the course of traveling from one location to another.
- W. Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.
- X. Period of restoration** means:
1. For buildings and equipment, the period of time which:
 - (a) starts at the time of a **covered loss** and,
 - (b) ends when using reasonable speed, the building and equipment could be:
 - (1) repaired or replaced; and
 - (2) made ready for operations;under the same or equivalent physical and operating conditions that existed prior to the damage.
 - (c) For buildings under construction:
 - (1) **We** will apply the time period defined in **1.** above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
 - (2) **We** will give consideration to the actual experience of the business after completion of the construction and start-up.
 2. For stock in-process and mercantile stock, including finished goods not manufactured by **you**, the time required using reasonable speed:
 - (a) To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
 - (b) To replace physically damaged mercantile stock.
 3. For raw materials and supplies, the period of time:

- (a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
 - (b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
 5. The time required using reasonable speed to restore the physically damaged or destroyed **data**, programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The period of restoration does not include any additional time due to **your** inability to resume operations for any reason, including but not limited to:

- (a) Making changes to equipment.
- (b) Making changes to the buildings, or structures, except as provided in the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form in Section VII Extensions of Coverage included in this Coverage Agreement.
- (c) Restaffing or retraining employees.
- (d) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.

The expiration of this Coverage Agreement will not terminate the period of restoration. The period of restoration will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement

Y. Personal property means:

1. Personal Property **you** own;
2. Improvements and betterments **you** have made in buildings **you** do not own;
3. **Your** legal liability to the owner of Personal Property in **your** custody for physical damages to that property resulting from **a covered peril** under this Coverage Agreement.

Z. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

AA. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants**.

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open-air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches, and playground equipment.
6. Property in the open is limited to buildings, structures or real property that are related to or incidental to the normal operation of and are within 1,000 feet of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us**.
7. Property in the open does not include unscheduled signs which are not attached to buildings.

CC. Real Property means buildings and any other above ground structure, including:

1. Attached additions, extensions, permanent fitting or fixtures; and
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.
4. **Real Property** does not include guardrails or traffic barriers.

DD. Replacement cost means the cost to replace **covered property**:

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair, or use.

EE. Schedule of the DECLARATIONS is the schedule of values reported to and on file with **us**, or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. Sinkhole collapse means loss to **covered property** resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.

GG. Software means programs stored on **media** that instruct **electronic data processing equipment** how to process **data**.

HH. Specified perils means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for **Watercraft** while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for underground pipes and for **Watercraft** while in the water; or
13. Theft, except for **Watercraft** while in the water.

II. Volcanic activity means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast;
3. Lava flow. All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single occurrence.

JJ. We, us and our(s) means the Trust issuing this agreement, as shown on the DECLARATIONS.

KK. Wind means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. You and your(s) mean the named covered party shown on the DECLARATIONS

MM. Property at Miscellaneous Unnamed Locations means any unscheduled miscellaneous **real property** situated within the policy territory that does not have an official designated address and does not fit the definition of a **New Location** under the terms of this coverage agreement.



PUBLIC ENTITY PROPERTY

FLOOD COVERAGE

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.3.

A. We will pay for direct physical loss to covered property caused by flood.

All **flood** losses within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability**.

1. The most **we** will pay for any one **occurrence of flood** loss in any one **coverage agreement period** within a state or at a Location shown on the Schedule of this endorsement will be our proportion of the limit of liability shown in the Schedule of this endorsement.

| Schedule | Limit of Liability |
|-------------------------|-------------------------|
| State or location | |
| FLORIDA | See DECLARATIONS |
| ALL OTHER STATES | No Coverage |

2. The most **we** will pay for all **flood** losses during any one **coverage agreement period** is \$100,000,000. This amount is the most we will pay for all aggregate claims for flood losses by all members of the trust. It is not a per member maximum.

C. FLOOD DEDUCTIBLE

any one occurrence except;

Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes and suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location, whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

In the event of a Flood both the Flood deductible and the Special Flood Deductible apply, then the Flood Deductible of any one occurrence will apply to locations not designated within **Flood Zones A and V** (and prefixes and suffixes thereof), and the Special Flood Deductible will apply to locations within **Flood Zones A and V** (and prefixes and suffixes thereof).

D. ADDITIONAL DEFINITIONS

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classification of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within A Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classification of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.

PUBLIC ENTITY

PROPERTY- EARTH MOVEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:

EXCLUSION F.2.

A. We will pay for direct physical loss to **covered property** caused by sudden **earth movement**.

All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability**.

1. The most **we** will pay for any one occurrence for **earth movement** loss is shown in the DECLARATIONS.
2. The most we will pay for all **earth movement** losses during any one **coverage agreement period** is \$100,000,000. This is the most we will pay for all aggregate claims for **earth movement** losses by all members of the Trust. It is not a per member maximum.

C. Earth movement coverage under this endorsement does not apply to any underground piping, wiring, sewers, or any other conduit.



PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

A. Deductible(s)

Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, **we** will not pay unless a **covered loss** from any one **occurrence** exceeds the amount shown on this form or any endorsement. **We** will then pay for the excess, up to any other applicable **limit of liability**. If a **covered loss** involves two or more deductibles, **we** will only use the largest of the applicable deductibles, except in respect to Flood, where both the Flood deductible and Special Flood deductible can apply to the same Flood event, or unless shown differently on this form or any endorsement.
2. **Earth Movement** Deductible
 - a. **We** will not pay for an **earth movement** loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form PGIT MN-109 unless the loss exceeds deductible shown on the Earth Movement Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.
 - b. A deductible of \$10,000 per **occurrence** applies to **covered property** in transit.

Earth Movement Schedule

| State or Location | Flat Deductible | Percentage Deductible |
|-------------------|------------------|-----------------------|
| Florida | See DECLARATIONS | See DECLARATIONS |

3. Flood Deductible

- a. **We** will not pay for a **flood** loss within a state or at a location shown on FLOOD COVERAGE form PGIT MN-107 until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.
- b. A deductible of \$10,000 per **occurrence** applies to **covered property** in transit.

Flood Schedule

| State, Flood Zone, or Location | Flat Deductible |
|--------------------------------|----------------------------------|
| Florida | See DECLARATIONS and PGIT MN-107 |

4. Named Storm Deductible

- a. **We** will not pay for a **named storm** event loss until the loss exceeds deductible shown in the DECLARATIONS. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.

- b. A deductible of \$10,000 per **occurrence** applies to **covered property** in transit.
- c. Deductible applies per location, as defined by each itemized listing on the applicable schedule.
- d. For any Blanket Coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the Total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.
- e. **Loss of Business Income**, when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of actual **Loss of Business Income**.

Example:

5.0% Named Storm Deductible
 \$100,000 Loss of Business Income Limit

| | |
|-------------|---------------------------------|
| Location #1 | Total Insured Value = \$100,000 |
| Location #2 | Total Insured Value = \$200,000 |
| Location #3 | Total Insured Value = \$300,000 |
| Location #4 | Total Insured Value = \$400,000 |

Assume a Named Storm caused the following covered loss:

| | |
|-------------------------|----------|
| Location #1 | \$ 0 |
| Location #2 | \$20,000 |
| Location #3 | \$ 5,000 |
| Location #4 | \$25,000 |
| Loss of Business Income | \$10,000 |

The Loss of Business Income would be allocated 40% to Location #2, 10% to Location #3, and 50% to Location #4 yielding:

| Location | Deductible | Adjusted Loss | Payable |
|----------|------------|-------------------------------|----------|
| #2 | \$10,000 | \$20,000 + \$4,000 = \$24,000 | \$14,000 |
| #3 | \$15,000 | \$5,000 + \$1,000 = \$6,000 | \$ 0 |
| #4 | \$20,000 | \$25,000 + \$5,000 = \$30,000 | \$10,000 |
| TOTAL | \$24,000 | | |

PUBLIC ENTITY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**:

Words and phrases that appear in quotation marks have special meaning. Refer to **F. Equipment Breakdown Coverage Definitions**. These definitions supersede those in PGIT MN-104 as regards this endorsement.

A. Equipment Breakdown Coverage Agreements

1. Equipment Breakdown – Covered Cause of Loss
Covered Cause of loss is a “Breakdown” to “**Covered Equipment.**”
2. Coverages Provided

Each of the following coverages is provided if either a limit or the word Included is shown for that coverage in the DECLARATIONS. If neither a limit nor the word Included is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to “**Covered Property**” located at the premises described in the DECLARATIONS.

b. Expediting Expenses

With respect to direct damage to “**Covered Property,**” we will pay for the extra cost **you** necessarily incur to:

- (1) Make temporary repairs; and
- (2) Expedite the permanent repairs or replacement of the damaged property.

c. Loss of Business Income

- (1) The coverage as otherwise provided by **Section II – Coverages**, paragraph **B.** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.
- (2) If **you** have coverage for **Loss of Business Income** and:
 - (a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of “**Period of Restoration.**”
 - (b) If **you** have coverage for Ordinance or Law, then the “**Period of Restoration**” is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

d. Additional Expense

- (1) The coverage as otherwise provided by **Section II – Coverages**, Item B.2 **Additional Expense** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.
- (2) If **you** have coverage for **Additional Expense** and:
 - (a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of “**Period of Restoration.**”
 - (b) If **you** have coverage for Ordinance or Law, then the “**Period of Restoration**” is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

e. Spoilage Damage

(1) We will pay for:

- (a) Your loss of “perishable goods” due to spoilage;
- (b) Your loss of “perishable goods” due to spoilage that is caused by or results from an interruption in utility services that is the direct result of a “breakdown” to “covered equipment” that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. Coverage for such loss will begin 24 hours after the time the “breakdown” causes the interruption of the utility service; or

We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- (2) If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “breakdown”, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation provision of this Endorsement.

f. Utility Interruption

If you have coverage for Loss of Business Income Additional Expense that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

- (1) The interruption is the direct result of a “Breakdown” to “Covered Equipment” owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes, or provides utility services which you receive;
- (2) The “Covered Equipment” is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to your premises; and
- (3) The interruption of utility services to your premises lasts at least the consecutive period of time shown in the DECLARATIONS as the Time Deductible. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

g. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding 90 days, under the following conditions:

- (1) You must inform us, in writing, of the newly acquired premises as soon as practicable;
- (2) You agree to pay us an additional premium as determined by us;
- (3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other covered premises; and
- (4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

h. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increase in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the “Breakdown” which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of the “Breakdown”:

(1) We will pay for:

- (a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;
- (b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and

- (c) The increased cost actually and necessarily expended to:
 - (i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
 - (ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:
 - a. The same premises or on another premises if **you** so elect. However, if **you** rebuild at another premises, the most **we** will pay is the increased cost of construction that **we** would have paid to rebuild at the same premises; or
 - b. Another premises if the relocation is required by the ordinance or law. The most **we** will pay is the increased cost of construction at the new premises.

(2) **We** will not pay for any:

- (a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- (b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;
- (c) Loss due to any ordinance or law that:
 - (i) **You** were required to comply with before the loss, even if the building was undamaged; and
 - (ii) **You** failed to comply with;
- (d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the “Breakdown”; or
- (e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

- (a) The building or structure is damaged by a “Breakdown” that is covered under this agreement;
 - (b) There is other physical damage that is not covered under this agreement; and
 - (c) The building damage in its entirety results in enforcement of ordinance or law;
- then **we** will not pay the full amount of the loss under this coverage. Instead, **we** will pay only that proportion of such loss, meaning the proportion that the covered “Breakdown” loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Endorsement and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Endorsement even if the building has also sustained damage by a covered “Breakdown.”

i. Errors and Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

- (1) Any error or unintentional omission in the description or location of property as insured under this Endorsement or any subsequent amendments;
- (2) Any failure through error to include any premises owned or occupied by **you** at the inception date of this Agreement; or
- (3) Any error or unintentional omission by **you** that results in cancellation of any premises insured by this Endorsement.

No coverage is provided as a result of any error or unintentional omission by **you** in the reporting of values or the coverage **you** requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The agreement premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

j. “Data” or “Media” Coverage Extension

- (1) If “Media” is damaged or “Data” is lost or corrupted as a direct result of a “Covered Cause of Loss” and such “Media” or “Data” is located at a premises shown in the DECLARATIONS, **we** will pay the actual cost to:

- (a) Research, replace, recreate or restore the damaged “**Media**” or lost or corrupted “**Data**”, and
 - (b) Reprogram instructions used in any covered “Computer Equipment.”
 - (2) If **you** have selected to **Loss of Business Income** or **Additional Expense** Coverage, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:
 - (a) Research, replace, recreate or restore the damaged “**Media**” or lost or corrupted “**Data**”, and
 - (b) Reprogram instructions used in any covered “Computer Equipment.”
 - (3) There shall be no coverage for any loss or expense incurred due to damaged “**Media**” or lost or corrupted “**Data**” if the “**Data**” or “**Media**” cannot be replaced, recreated or restored. To the extent that electronic **data** is not replaced, recreated 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 a substantially identical type.
- k. “**Fungus**,” Wet Rot and Dry Rot Coverage Extension
- (1) Property Damage
 - (a) **We** will pay for loss or damage by “**Fungus**,” wet rot, or dry rot only when the “**Fungus**,” wet rot, or dry rot is the direct result of a “Covered Cause of Loss” that occurs during the Agreement period. As used in this Coverage, the term loss or damage means:

Direct physical loss or damage to “**Covered Property**” caused by “**Fungus**,” wet rot, or dry rot including the cost:

 - (i) To treat, contain, or remove the “**Fungus**,” wet rot, or dry rot;
 - (ii) To dispose of the “**Fungus**,” wet rot, or dry rot;
 - (iii) To tear out and replace any “**Covered Property**” as needed to gain access to the “**Fungus**,” wet rot, or dry rot; and
 - (iv) 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 rot, or dry rot is present.
 - (b) **Limit**
 - (i) The most **we** will pay for coverage provided under this Coverage is the amount shown in the declarations for this section per **Covered Location** per 12-month period starting with the **effective date** of this Agreement. With respect to a particular **occurrence** of loss which results in “**Fungus**,” wet rot, or dry rot, **we** will not pay more than such limit even if the “**Fungus**,” wet rot, or dry rot continues to be present or active or recurs in a later agreement period.
 - (ii) If “**fungus**,” wet rot, or dry rot results from damage by water as otherwise covered under this Endorsement, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Coverage.
 - (iii) If “**fungus**,” wet rot, or dry rot results from a “Covered Cause of Loss” other than water, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Coverage.
 - (2) **Loss of Business Income** or **Additional Expense**
 - (a) If **you** have selected the **Loss of Business Income** Coverage or **Additional Expense** Coverage, the applicable coverage is extended to cover the additional loss caused by the presence of “**Fungus**,” wet or dry rot as identified in paragraph **k.(1)(a)** above.
 - (b) Coverage identified in **k.(2).(a)** above is limited to 30 days. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Coverage for **Loss of Business Income** and **Additional Expense**.
- I. “Portable **Covered Equipment**”
- If there is a limit shown for **Portable Covered Equipment** in the DECLARATIONS that is the most we will pay for loss or damage to “Portable **Covered Equipment**” caused by a Covered Cause of Loss while such equipment is away from the premises described in the DECLARATIONS. If no limit is shown in the Declarations the maximum limit we will pay is \$50,000.

B. Equipment Breakdown Coverage Exclusions

With regard to the Coverage provided by this Endorsement only, the following Exclusions apply:

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.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; **sinkhole collapse**; volcanic action; or any other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

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

3. War or Military Action

a. War, including undeclared or civil war;

b. 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

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

a. **Flood**, surface water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by **wind** or not;

b. Mudflow or mudslides; or

c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Covered Cause of Loss." The most **we** will pay for such water damage is the Limit of Coverage showing in the DECLARATIONS for Water Damage Limitation.

6. Delay, interruption of business, loss of use or loss of market except as provided in **Loss of Business Income, Additional Expense**, or Utility Interruption coverage.

7. Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, **we** will pay for direct loss or damage caused by an explosion of "**Covered Equipment**" of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part;

a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or

b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. Explosion within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. Fire or combustion explosion including those that:

a. Result in a "Covered Cause of Loss";

b. Occur at the same time as a "Covered Cause of Loss"; or

c. Ensurue from a "Covered Cause of Loss."

11. "Fungus," Wet Rot, and Dry Rot

Presence, growth, proliferation, spread or activity of "**fungus**," wet rot, or dry rot, except as provided under **A.2.k. "Fungus," Wet Rot, And Dry Rot Coverage**. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

12. “Electronic Vandalism”

13. Any indirect loss, including damage due to spoilage, following a “Covered Cause of Loss” that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by **Loss of Business Income Coverage**, **Additional Expense Coverage**, **Utility Interruption Coverage** or **Spoilage Damage Coverage**.

14. Neglect by **you** to use all reasonable means to save and preserve “**Covered Property**” from further damage at and after the time of loss.

15. Ordinance or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of “**Covered Property**,” except as provided under Coverage Extensions and Limitations **A.2.h**. However, the words ‘use’ and ‘operation’ shall be eliminated as respects a covered “Breakdown” to electrical supply and emergency generating equipment located on any premises shown in the DECLARATIONS, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

16. A “Breakdown” that is caused directly or indirectly by Hail or Windstorm.

17. Specified Perils: A “Breakdown” that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether **you** can collect on it or not. Also excluded are all resulting direct and indirect loss.

- a. Aircraft;
- b. Civil commotion;
- c. Collapse;
- d. Freezing caused by cold weather;
- e. Impact of aircraft, missile or vehicle;
- f. Lightning;
- g. Molten material;
- h. Objects falling from aircraft or missiles;
- i. Riot;
- j. Smoke;
- k. Vandalism;
- l. Vehicles, including any material carried in or on the vehicles; or
- m. Weight of snow, ice, sleet.

18. Any “Breakdown” to “**Covered Equipment**” that takes place while the “**Covered Equipment**” is undergoing a test which subjects the “**Covered Equipment**” to greater than maximum allowable operating conditions as identified by the manufacturer of the “**Covered Equipment**.”

19. Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:

- a. If a “Covered Cause of Loss” ensues, **we** will pay the ensuing loss or damage not otherwise excluded; and
- b. This exclusion does not apply to loss or damage caused by or resulting from “**Fungus**,” wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11**.

20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

21. With respect to **Loss of Business Income Coverage**, **Additional Expense Coverage**, and **Utility Interruption Coverage**, the following additional exclusions shall apply:

- a. The business that would not or could not have been carried on if the “Breakdown” had not occurred; or
- b. **Your** failure to use due diligence and dispatch to operate **your** business as nearly normal as practicable at the premises shown in the DECLARATIONS.

22. With respect to Spoilage coverage paragraph **A.2.e.(1)(b)** and **Utility Interruption Coverage: Specified Perils**, any loss resulting from the following causes of loss:

- a. Aircraft;
- b. Civil commotion;

- c. Collapse;
- d. Freezing caused by cold weather;
- e. Impact of aircraft, missile or vehicle;
- f. Lightning;
- g. Molten Material;
- h. Objects falling from aircraft or missiles;
- i. Riot;
- j. Smoke;
- k. Vandalism;
- l. Vehicles, including any material carried in or on the vehicles;
- m. Weight of snow, ice, sleet;
- n. Acts of Sabotage; or
- o. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. Any other indirect result of a "Covered Cause of Loss" except as provided under any Coverage **A.2.b.** through l.

24. With regard to Portable **Covered Equipment** any loss resulting from the following causes of loss:

- a. Collision;
- b. Overturning; or
- c. Collapse or upset of "Portable **Covered Equipment.**"

C. Equipment Breakdown Coverage Limits of Coverage

1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.
2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.
3. For each coverage in Paragraph **A.2.** if;
 - a. Included is shown in the DECLARATIONS, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
 - b. A limit is shown in the DECLARATIONS, **we** will not pay more than the Limit of Coverage for each such coverage.
4. For any "**Covered Equipment**" that is:
 - a. Used solely to supply utility services to **your** premises;
 - b. Owned by a public or private utility;
 - c. Not in **your** care, custody or control and for which **you** are legally liable; and
 - d. Covered under this Coverage Form;

the Limit of Coverage for Property Damage stated in the DECLARATIONS is deleted and replaced by the sum of one dollar.

If **you** are a public or private utility, **4.b.** is deleted and replaced by the following:

- b. Owned by a public or private utility other than **you**;

5. Unless a higher limit or Included is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is \$1,000,000 for each of the following. The limits are part of, not in addition to, the Limit of Coverage for Property Damage or Limit per Breakdown.

- a. Ammonia Contamination

The spoilage to "**Covered Property**" contaminated by ammonia, including any salvage expense.

- b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

- c. Hazardous Substance

Any additional expenses incurred by **you** for the clean-up, repair or replacement or disposal of "**Covered Property**" that is damaged, contaminated or polluted by a "Hazardous Substance."

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

This coverage applies despite the operation of the Ordinance or Law Exclusion.

d. Water Damage

The damage to "**Covered Property**" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

D. Equipment Breakdown Coverage Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of **covered loss** or damage exceeds the deductible shown in the DECLARATIONS for each applicable coverage. **We** will then pay the amount of **covered loss** or damage in excess of the deductible, up to the applicable Limit of Coverage.

Deductibles apply separately for each applicable coverage except if:

- a.** A deductible is shown as Combined for any of the coverage in the DECLARATIONS, then **we** will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or
- b.** More than one "**Covered Equipment**" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the DECLARATIONS, **we** will first subtract the deductible amount from any loss **we** would otherwise pay.

b. Time Deductible

If a time deductible is shown in the DECLARATIONS, **we** will not be liable for any loss under that coverage that occurs during the specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the DECLARATIONS, this deductible will be calculated as follows:

- (1)** For the entire premises where the loss occurred, determine the total amount of "**Business Income**" that would have been earned during the "**Period of Restoration**" had no "Breakdown" taken place.
- (2)** Divide the result in Paragraph **(1)** by the number of days the business would have been open during the "**Period of Restoration.**" The result is the daily value.
- (3)** Multiply the daily value in Paragraph **(2)** by the number of days shown in the DECLARATIONS. **We** will first subtract this deductible amount from any loss **we** would otherwise pay. **We** will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Coverage.

d. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the DECLARATIONS, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum or Maximum Deductibles

(1) If:

- (a)** A minimum dollar amount deductible is shown in the DECLARATIONS; and
- (b)** The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

(2) If:

- (a)** A maximum dollar amount deductible is shown in the DECLARATIONS; and

- (b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

E. Equipment Breakdown Coverage Conditions

The following conditions apply in addition to the **Section VI** – Conditions in the PROPERTY AND INLAND MARINE COVERAGE FORM:

1. Loss Conditions

a. Defense

We may elect to defend **you** against suits arising from claims of owners of property. **We** will do this at **our** expense.

b. Insurance Under Two or More Coverages

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

c. Other Insurance

(1) **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Endorsement. 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 Paragraph (1), **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 Coverage.

d. Valuation

With regard to the coverage provided by this Endorsement only, Section V – Valuations in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced with the following:

(1) **We** will determine the value of "**Covered Property**" in the event of loss or damage as follows:

- (a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is less costly; or
- (b) The cost actually and necessarily expended in repairing, rebuilding, ore replacing on the same site or another site whichever is the less costly;

Except **we** will not pay for such damaged property that is obsolete and useless to **you**.

(2) If **you** elect or **we** require that the repair or replacement of the damaged "**Covered Equipment**" be done in a manner that:

- (a) Improves the environment;
- (b) Increases efficiency; or
- (c) Enhances safety;

while maintaining the existing function, then **we** will pay, subject to the limit of coverage, up to an additional 50% of the property damage amount for the "**Covered Equipment**" otherwise recoverable.

(3) If:

- (a) Any damaged "**Covered Property**" is protected by an extended warranty, or maintenance or service contract; and
- (b) That warranty or contract becomes void or unusable due to a "Breakdown,"

we will reimburse **you** for the unused costs of non-refundable, non-transferrable warranties or contracts.

(4) Unless **we** agree otherwise in writing, if **you** do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then **we** will pay only the smaller of the:

- (a) Cost to repair or replace; or
- (b) **Actual Cash Value** at the time of the "Breakdown."

- (5) If all of the following conditions are met, property held by **you** for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had:
- (a) The property was manufactured by **you**;
 - (b) The selling price of the property is more than the **replacement cost** of the property; and
 - (c) **You** are unable to replace the property before its anticipated sale.
- (6) **We** will pay for loss to damaged “**Data**” or “**Media**” as follows:
- (a) **Replacement cost** for “**Data**” or “**Media**” that are mass produced and commercially available; and
 - (b) The cost **you** actually spend to reproduce the records on blank material for all other “**Data**” or “**Media**” of like kind and quality or property of similar functional use.
- However, **we** will not pay for “**Data**” or “**Media**” that **we** determine is not or cannot be replaced with “**Data**” or “**Media**” of like kind and quality or property of similar functional use.
- (7) **We** will determine the value of “**Covered Property**” under Spoilage Damage Coverage as follows:
- (a) For raw materials, the **replacement cost**;
 - (b) For property in process, the **replacement cost** of the raw materials, the labor expended and the proper proportion of overhead charges; and
 - (c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had.
- (8) Any salvage value of property obtained for temporary repairs or use following a “Breakdown” which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

2. General Conditions

a. Additional Covered Party

If a person or organization is designated in this Coverage Part as an Additional Covered Party, **we** will consider them to be a Covered Party under this Coverage Part to the extent of their interest.

b. Suspension

Whenever “**Covered Equipment**” is found to be in, or exposed to, a dangerous condition, any of **our** representatives may immediately suspend the coverage against loss from a “Breakdown” to that “**Covered Equipment**.” This can be done by delivering or mailing a written notice of suspension to:

- (1) **Your** last known address; or
- (2) The address where the “**Covered Equipment**” is located.

Once suspended in this way, **your** coverage can be reinstated only by an endorsement for that “**Covered Equipment**.”

If **we** suspend **your** coverage, **you** will get a pro rata refund of premium for that “**Covered Equipment**.” But the suspension will be effective even if **we** have not yet made or offered a refund.

F. Equipment Breakdown Coverage Definitions

The following definitions apply in addition to the definitions found elsewhere in this Agreement.

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 within this Coverage Form.

- 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 to 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 protection device; or
- (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. “Computer Equipment” means:

- a. **Your** programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include **“Data”** or **“Media.”**

3. With regard to the coverage provided by this Coverage Form only, the definition of **“Covered Equipment”** in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

“Covered Equipment”

a. Means and includes any:

- (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 “Computer Equipment”; and
- (4) Equipment in Paragraphs (1), (2) and (3) that is owned by a public or private utility and used solely to supply utility services to **your** premises.

However, if Coverage **A.2.f. Utility Interruption** is provided, then Paragraph **3.a.(4)** does not apply. Except for Paragraph **3.a.(4)**, Utility Interruption, the **“Covered Equipment”** must be located at a premises described in the DECLARATIONS and be owned, leased, or operated under **your** control.

b. Does not mean or include any:

- (1) **“Media”**;
- (2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (3) Insulating or refractory material, but not excluding the glass lining of any **“Covered Equipment”**;
- (4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
- (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) Structure, foundation, cabinet or compartment supporting or containing the **“Covered Equipment”** or part of the **“Covered Equipment”** including penstock, draft tube or well casing;
- (8) 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;
- (9) 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;
- (10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
- (11) 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 unless Diagnostic Equipment is shown as Included in the Declarations;

(12) Equipment or any part of such equipment manufactured by **you** for sale; or

(13) Contractors/Mobile Equipment

4. With regard to the coverage provided by this Coverage Form only, the definition of “**Covered Property**” in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

a. “**Covered Property**” means any property that:

(1) **You** own; or

(2) Is in **your** care, custody or control and for which **you** are legally liable.

b. “**Covered Property**” does not mean:

(1) “**Data**”

(2) Dams, Dikes or levees; or

(3) Animals

5. With regard to the coverage provided by this Coverage Form only, the definition of “**Data**” in the Property and Inland Marine Coverage Form is deleted and replaced by:

“**Data**” means:

a. Programmed and recorded material stored on “**Media**”; and

b. Programming records used for **electronic data processing**, or electronically controlled equipment.

6. “**Electronic Vandalism**” means:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(2) Replicates itself, impairing the performance of computers or computer systems or networks; or

(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

7. “**Hazardous Substance**” means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

8. With regard to the coverage provided by this Coverage Form only, the definition of “**Media**” in the Property and Inland Marine Coverage Form is deleted and replaced by:

“**Media**” means **electronic data processing** or storage media such as films, tapes, discs, drums or cells.

9. “**One Breakdown**” means if an initial “**Breakdown**” causes other “**Breakdowns**,” all will be considered “**One Breakdown**.” All “**Breakdowns**” at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered “**One Breakdown**.”

10. With regard to the coverage provided by this Coverage Form only, the definition of “**Period of Restoration**” in the property and Inland Marine Coverage Form is deleted and replaced by:

“**Period of Restoration**” means the period of time that:

a. Begins at the time of the “**Breakdown**,” and

b. Ends 5 consecutive days after the date when the damaged property at the premises described in the DECLARATIONS is repaired or replaced with reasonable speed and similar quality.

11. “**Perishable Goods**” means any “**Covered Property**” that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

12. “**Portable covered equipment**” is “**covered equipment**” that:

a. Is **your** “**Covered Property**” and operated by **you** or by someone **you** have designated to operate such equipment;

b. Is not in transit, but is located at a fixed location;

c. Is equipment that is in use or connected and ready for use; and

d. Is equipment that is not mounted on a vehicle. However, Equipment that is mounted on a trailer is considered as “**portable covered equipment**,” however there shall be no coverage for the trailer.



PUBLIC ENTITY

GENERAL LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

| | |
|--------------------------------------|-----|
| Bodily Injury, Property Damage | \$0 |
| Employee Benefits Liability | \$0 |
| Fire Damage Limit | \$0 |
| Sewer Backup & Water Damage Coverage | \$0 |
| Pesticide/ Herbicide Limit | \$0 |
| Law Enforcement Liability | N/A |

Coverage is only provided for the coverages indicated by an X.

Coverage

| | | | |
|-------------------------------------|--|---|--|
| <input checked="" type="checkbox"/> | Bodily Injury and Property Damage Personal Injury and Advertising Injury Products / Completed Operation General Aggregate Limit Medical Payments | \$1,000,000 Included Included N/A N/A | Per Occurrence Per Person or Organization |
| <input checked="" type="checkbox"/> | Employee Benefits Liability | \$1,000,000 N/A | Per Occurrence Aggregate Limit |
| <input checked="" type="checkbox"/> | Fire Damage Limit | Included | Any One Premise |
| <input checked="" type="checkbox"/> | Sewer Backup & Water Damage Coverage | \$10,000 \$200,000 \$200,000 | No Fault Per Claimant At Fault Per Claimant Annual Aggregate |
| <input checked="" type="checkbox"/> | Pesticide / Herbicide Limit | \$1,000,000 | Aggregate Limit |
| <input type="checkbox"/> | Law Enforcement | N/A | Per Occurrence |

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See **PGIT MN-002**

Premium: \$ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE FORM (Occurrence)

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

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations, and any other person or organization qualifying as a Named Covered Party under this agreement. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

"Covered party" means any person or organization qualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the Covered Party becomes legally obligated to pay as damages, because of "bodily injury" or "property damage" to which this coverage agreement applies. We will have the right and duty to defend the Covered Party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages **A.** or **B.**
- (3) Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This coverage applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the agreement period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This coverage agreement does not apply to:

- a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the covered party. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the covered party is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the covered party would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any covered party may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the covered party under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An employee of the covered party arising out of and in the course of:
 - (a) Employment by the covered party; or
 - (b) Performing duties related to the conduct of the covered party's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies whether the covered party may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the covered party under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any covered party;
 - (b) At or from any premises, site or location which is or was at any time used by or for any covered party or others for the handling, storage, disposal, processing or treatment of waste. This includes but is not limited to any landfill or disposal site or other properties in conjunction with landfill or disposal site activities;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or

processed as waste by or for any covered party or any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any covered party or any contractors or subcontractors working directly or indirectly on any covered party's behalf are performing operations:
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such covered party, contractor or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (f) At or from any premises, site, or location which is or was at any time the responsibility of any covered party to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered party.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **5.a.** or **5.b.** of the definition of "mobile equipment" (SECTION V (I)).

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any covered party; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage," however caused, arising out of:

- (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.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the covered party;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to personal property held by the covered party as a result of seizure or confiscation.

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

p. Law Enforcement

"Bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of your police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for "bodily injury" or "property damage" for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "covered party" if the "covered party" has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at \$2,000,000.

q. Asbestos

"Bodily injury" or "property damage" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

r. Personal and Advertising Injury

"Bodily injury" or "property damage" arising out of "personal injury" or "advertising injury".

s. Mold, Fungi, or Bacteria

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any covered party, or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of coverage applies to this coverage as described in LIMITS OF COVERAGE (**SECTION III**).

t. Media Content Services Liability

"Bodily injury" or "property damage" arising out of any "media wrongful act" allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability "assumed under contract."

For purposes of this exclusion, the phrase "media wrongful act" means any:

- (1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
- (2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;
- (3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in (1) and (2);
- (4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
- (5) Infliction of emotional distress or mental anguish;
- (6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- (7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and
- (8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "assumed under contract" means liability for damages for "bodily injury" or "property damage" which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the "bodily injury" or "property damage" for which indemnity is sought, and (ii) requires the Covered Party to indemnify for

“bodily injury” or “property damage” caused in whole or in part by the content of media material used in a media communication.

u. Access or Disclosure of Confidential or Personal Information and Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;
- (2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph (1) above; or
- (3) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data.”

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1), (2), or (3) above.

However, unless Paragraph (1) or (2) above applies, this exclusion does not apply to damages because of “bodily injury”.

As used in this exclusion, “electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

- a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage form applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the Covered Party against any "suit" seeking damages for “personal injury” or “advertising injury” to which this coverage does not apply. We may, at our discretion, investigate any “occurrence” or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under SECTION I Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

- b. This coverage agreement applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services.

- c. This coverage applies to “personal injury” and “advertising injury” only if:

- (1) The "personal injury" or "advertising injury" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "personal injury" or "advertising injury" occurs during the agreement period.

2. Exclusions.

This coverage agreement does not apply to:

- a. "Personal injury" or "advertising injury":
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;
 - (3) Arising out of a criminal act committed by or at the direction of the covered party; or
 - (4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.
- c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party
- d. "Personal injury" or "advertising injury" arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for "personal injury" or "advertising injury" for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "covered party" if the "covered party" has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at \$2,000,000.
- e. "Personal injury" or "advertising injury" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- f. "Personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- g. "Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.
- h. "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- i. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- j. "Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Media Content Service Liability

"Personal injury" or "advertising injury" arising out of any "media wrongful act" allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability "assumed under contract."

For purposes of this exclusion, the phrase "media wrongful act" means any:

- (1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
- (2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;
- (3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in (1) and (2);
- (4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
- (5) Infliction of emotional distress or mental anguish;
- (6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- (7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and
- (8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "assumed under contract" means liability for damages for "personal injury" or "advertising injury" which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the "personal injury" or "advertising injury" for which indemnity is sought, and (ii) requires the Covered Party to indemnify for "personal injury" or "advertising injury" caused in whole or in part by the content of media material used in a media communication.

l. Access or Disclosure of Confidential or Personal Information and Data-related Liability

"Personal injury" or "advertising injury" arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card

information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

- (2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph (1) above; or

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1), (2), or (3) above.

C. HERBICIDE AND PESTICIDE

We will pay the lesser of the General Bodily Injury and Property Damage per occurrence limit or \$1,000,000 whichever is less, for "damages," defense costs and/or claims expenses because of "bodily injury" or "property damage" caused by an "occurrence," which result from any "suits" otherwise covered by this **Coverage Agreement**, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all "damages" defense cost and/or claims expenses, which result from any and all, covered "suits" arising out of the application of such herbicides and/or pesticides.

D. MEDICAL PAYMENTS (Provided if limits are shown on Declarations Page)

1. Coverage Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the agreement period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage as shown in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for "bodily injury":

a. Any Insured

To any Covered Party, except "volunteer workers."

b. Hired Person

To a person hired to do work for or on behalf of any Covered Party or a tenant of any Covered Party.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any Covered Party, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

E. SEWER BACKUP & WATER DAMAGE COVERAGE

(Provided if limits are shown on Declarations Page)

1. Coverage Agreement

We will pay damages as described below for "property damage," excluding loss of use of tangible property, caused by an "occurrence" resulting from bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you:

- a. On premises that you do not own or rent;
- b. Because of your operations; provided that:
- c. The "occurrence" takes place in the "coverage territory" and during the Coverage Agreement period; and
- d. The damages are incurred and reported to us within one year of the date of the "occurrence." Coverage for this loss shall be subject to a limit of \$10,000 per claimant, or \$200,000 in the aggregate. If the Covered Party is found to be negligent, coverage for the loss will be subject to a limit of \$200,000 per claimant and in the aggregate. All payments under this section are capped at \$200,000 in the annual aggregate during the Coverage Agreement period. The deductible/ self insured retention will only apply to claims under this section when the Covered Party is found to be negligent.

2. Right and Duty to Defend

We will have the right and duty to defend the Covered Party against any "suit" seeking those damages described in Section I.E.1. above. However, we will have no duty to defend the Covered Party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- a. The amount we will pay for expenses we incur in defending the Covered Party, investigating any "occurrence", or damages, or any combination thereof, shall be subject to a limit of \$200,000 in the annual aggregate during the Coverage Agreement period;
- b. Our right and duty to defend ends when we have used up the applicable limit of coverage of \$200,000 in the annual aggregate during the Coverage Agreement period in the payment of:
 - (1) expenses we incur in defending the Covered Party and investigating any "occurrence";
 - (2) damages under Coverage E.; or
 - (3) any combination thereof; and
- c. Our obligation under the Sewer Backup & Water Damage Coverage to pay expenses we incur or damages on your behalf applies only to the amount of expenses and damages in excess of any deductible amounts stated in the declarations applicable to such coverage.

No other obligation or liability to pay sums or perform acts or services is covered under the Sewer Backup & Water Damage Coverage, Section I.E.

We are not obligated to pay any damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or to continue to defend any "suit" or continue to investigate any "occurrence", after the applicable limit of liability of \$200,000 in the annual aggregate during the Coverage Agreement period has been exhausted by payment of damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or any combination thereof.

3. Exclusions related to Sewer Backup and Water Damage Coverage:

We will not pay for "property damage":

- a. Included within the "products-completed operations hazard",
- b. Excluded under Section 1 Coverages A or B;
- c. Due to war whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the covered party at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.
5. All costs taxed against the covered party in the "suit."
6. Prejudgment interest awarded against the covered party on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the covered party for first aid to others at the time of an accident for "bodily injury" to which this coverage agreement applies.
9. Up to \$100,000 in aggregate for "personal injury" and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to "personal injury" resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against "personal injury" for such individual.
10. Subject to the agreement deductible or Self Insured Retention, we will pay up to \$2,500 in aggregate for "property damage" to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

SECTION II - WHO IS A COVERED PARTY

- A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the covered party named in the Declarations, and only while working on behalf of the covered party named in the Declarations.

- B.** Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C.** If you are designated in the Declarations as:
1. An individual, you and your spouse are covered parties, but only with respect to the conduct of a business of which you are the sole owner.
 2. A partnership or joint venture, you are a covered party. Your members, your partners, and their spouses are also covered parties, but only with respect to the conduct of your business.
 3. An organization other than a partnership or joint venture, you are a covered party. Your executive officers and directors are covered parties, but only with respect to their duties as your officers or directors. Your stockholders are also covered parties, but only with respect to their liability as stockholders.
- D.** Each of the following is also a covered party:
1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is a covered party for:
 - a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide "professional health care services"; or
 - c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 2. The Medical Director to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.
 3. Your authorized volunteer or leased employee who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.
- E.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a covered party while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a covered party, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is a covered party with respect to:
1. "Bodily injury" to a co-employee of the person driving the equipment; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a covered party under this provision.
- F.** Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a named Covered Party if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the agreement period, whichever is earlier;
 2. Section I Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. Section I Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is a covered party with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Covered Party in the Declarations.

SECTION III - LIMITS OF COVERAGE

- A.** The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. Covered Parties;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits."
- B.** The General Aggregate Limit is the most we will pay for the sum of:
1. Damages under SECTION I Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
 2. Damages under SECTION I Coverage B.
- C.** The Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
- D.** Subject to **B.** above, the Personal and Advertising Injury Limit is the most we will pay under SECTION I Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- E.** The Fire Damage Limit is the most we will pay under SECTION I Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
- F.** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G.** However, subject to and limited by **B.**, **C.**, **D.**, **E.**, and **F.** above, we will pay:
1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
 2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an occurrence outside the state of Florida; or
 3. The amount shown in the declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.
- H.** Damages will not include:
1. taxes, fines, penalties, or sanctions;
 2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
 3. matters uninsurable under the laws pursuant to which this coverage agreement is constructed; or
 4. the cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy.

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.

B. Duties In The Event Of Occurrence, Claim Or Suit.

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" or offense took place;

- b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- 2. If a claim is made or "suit" is brought against any Covered Party, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- 3. You and any other involved covered party must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the covered party because of injury or damage to which this coverage agreement may also apply.
- 4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us.

No person or organization has a right under this Coverage Agreement:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from a covered party; or
- 2. To sue us on this Coverage Agreement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Covered Party and the claimant or the claimant's legal representative.

D. Representations.

By accepting this agreement, you agree:

- 1. The statements in the Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this agreement in reliance upon your representations.

E. Separation Of Covered Parties.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Agreement to the first named Covered Party, this coverage agreement applies:

- 1. As if each named Covered Party were the only named Covered Party; and
- 2. Separately to each covered party against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us.

If the covered party has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The covered party must do nothing after loss to impair them. At our request, the covered party will bring "suit" or transfer those rights to us and help us enforce them.

G. When We Do Not Renew.

If we decide not to renew this Coverage Agreement, we will mail or deliver to the first named Covered Party shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and employees with legislators identified by us.

I. Coordination of Coverage with Public Officials Liability

In the event of a suit of claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, I. OTHER COVERAGE OR INSURANCE also apply.

SECTION V - DEFINITIONS

A. "Advertising injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or
3. All parts of the world if:
 - a. The injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in 1. above; or
 - (2) The activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; and
 - b. The covered party's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 1. above or in a settlement we agree to.

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

F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement; or if such property can be restored to use by:
3. The repair, replacement, adjustment or removal of "your product" or "your work"; or
4. Your fulfilling the terms of the contract or agreement.

G. "Insured contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

7. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - c. Under which the covered party, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the covered party's rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection or engineering services; or
 - d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
9. That does not comply with Florida Statute 768.28.

H. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing;
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- J.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K.** "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
1. Malicious prosecution;
 2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 4. Oral or written publication of material that violates a person's right of privacy.
- L.** "Pollutants" mean 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.
- M.** 1. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned.
2. "Your work" will be deemed completed at the earliest of the following times:
- a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- 3. This hazard does not include "bodily injury" or "property damage" arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials;
- c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

- N. "Professional health care services" means any medical, surgical, nursing, psychiatric or dental service, except:

- 1. The acts of certified emergency medical service personnel in the course and scope of their duties; or
- 2. The acts of a Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

- O. "Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

- P. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this coverage agreement applies are alleged. "Suit" includes:

- 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

- Q. "Your product"

- 1. means: any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. A person or organization whose business or assets you have acquired; and
- 2. means: containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 4. Includes: the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

- R. "Your work"

- 1. means: work or operations performed by you or on your behalf; and
- 2. means: materials, parts or equipment furnished in connection with such work or operations.

3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
4. includes: the providing of or failure to provide warnings or instructions.

PUBLIC ENTITY

PREFERRED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200, and LAW ENFORCEMENT LIABILITY PGIT MN-208:**

This coverage does not apply to any liability:

- A.** Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- B.** Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to _____ per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C.** arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D.** arising out of or caused or contributed to by any subsidence, erosion or earth movement. We do not insure for such loss regardless of: (1) the cause of the excluded event; or (2) other causes of the loss; or (3) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (4) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man-made, or external forces, or occurs as a result of any combination of these.
- E.** arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
 - 1.** Hospital;
 - 2.** Clinic;
 - 3.** Treatment center or other public medical, psychiatric or psychological facility
 - 4.** Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration
 - 5.** Any other facility which is similar or related to any of the foregoing;
- F.** arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services," but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

- G. arising out of or caused or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.
- H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I. arising out of the sale or distribution or handling of contaminants or pollutants including but not limited to acids, alkaloids, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY.
- J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising there from.
- K. arising out of or caused by or contributed to by any actual or alleged deterioration, bursting, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culverts, retaining walls, drains, tanks, watersheds, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. However, if coverage is provided in Section I.E.1. of the General Liability Coverage Form, PGIT MN-200 by virtue of limits being shown on the Declarations Page, then this Section K shall not apply to property damage coverage provided in Section I.E of the General Liability Coverage Form, PGIT MN-200, but only as to the bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you.
- L. arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official. Except this exclusion will not apply to your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "covered party" if the "covered party" has contracted with an outside agency to provide law enforcement for your entity. This coverage will be capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at \$2,000,000. Item L is deleted entirely if Law Enforcement Liability PGIT MN-208 is part of the coverage agreement.
- M. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services" if the **Covered Party**:
 1. Is not properly licensed or their license is under suspension or has been revoked, surrendered, or otherwise terminated. This exclusion applies only to the **Covered Party** whose license is suspended, revoked, surrendered, or otherwise terminated.
 2. Is under the influence of intoxicants or drugs. This exclusion applies only to the **Covered Party** that was under the influence of intoxicants or drugs.
- N. arising from sexual abuse by any **Covered Party** committed after initial discovery by any official, trustee, director, officers, or partners of sexual abuse by such **Covered Party**, whether the sexual abuse was before or after such **Covered Party** was hired by you. However, discovery does not include discovery by the official, trustee, director, officer, or partner who committed such sexual abuse.
 1. Sexual abuse means any actual, attempted or alleged sexual abuse or sexual molestation of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. Sexual abuse includes: sexual molestation, sexual assault, sexual exploitation or sexual injury.
 2. There is no coverage for either defense or indemnification of any employee or volunteer for sexual abuse, with respects to any claim based on or arising out of sexual abuse. Such employee or volunteer worker is not covered as respects to such claim.
 3. The annual aggregate limit of liability for all sexual abuse claims is .



PUBLIC ENTITY

COMMUNICABLE DISEASE SUBLIMIT– SPECIFIED OPERATION OR LOCATION

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **LAW ENFORCEMENT LIABILITY FORM, PGIT MN-208**

SCHEDULE

Specified Operation(s) or Location(s):

Operation of any jail, prison, or detention facility; not including temporary holding facilities less than 24 hours and/or;

Operation of any elder care, respite care, senior care, nursing care, long term care, group care, or assisted living facilities.

A. The following exclusion is added to **PGIT MN 200 Section I Coverages, A. Bodily Injury and Property Damage Liability, 2. Exclusions** and to **PGIT MN 208 Section A Coverage-Law Enforcement Liability, 2. Exclusions**:

This coverage agreement does not apply to:

V.

1. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, that, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence;

a. Originates from;

b. Is caused by,

c. Arises out of;

d. Is contributed to by;

e. Results from; or

f. Is otherwise in connection with;

A **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

2. Any cost or expense to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

This exclusion applies even if the claim against any **Insured** alleges negligence or other wrongdoing in the:

- i. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;
- ii. Testing for a **Communicable Disease**;
- iii. Failure to prevent the spread of the **Communicable Disease**; or
- iv. Failure to report the **Communicable Disease** to authorities.

This exclusion applies only to the Operation(s) or Location(s) shown in the Schedule above, including any operations, maintenance, ownership, supervision, management, control or locations that are necessary or incidental to the Operation(s) or Location(s) shown in the Schedule above.

If a Specified Operation is designated in the Schedule above, this exclusion applies regardless of where the Specified Operation in the Schedule above is conducted, whether such Operation is conducted by you or on your behalf, or whether the Operation is conducted for yourself or for others.

If a Specified Location is designated in the Schedule above, this exclusion applies to all liability and all operations only at such Location. For the purpose of this endorsement, Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

However, up to \$300,000 per occurrence and in the aggregate, inclusive of expenses and defense and after application of the General Liability Deductible/ Self-Insured Retention is provided for under PGIT MN 200 SECTION I- COVERAGES, A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY claims arising out of, caused or contributed to by, resulting from, or otherwise in connection with **Communicable Disease** from the above Specified Operation or at the above Specified Location.

B. The following definition is added **PGIT MN 200 Section V - Definitions**:

S. Communicable Disease means any infection or contagious disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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;
- 2) Regardless of 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 humans, animals, or from any animal to any human or from any human to any animal; and
- 3) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or tangible or intangible property damage.

All other terms and conditions remain unchanged.



PUBLIC ENTITY

EMPLOYEE BENEFITS LIABILITY COVERAGE (Occurrence)

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

**A. The following is added to SECTION I – COVERAGES:
COVERAGE – EMPLOYEE BENEFITS LIABILITY**

1. Coverage Agreement

- a.** We will pay those sums that the covered party becomes legally obligated to pay as damages because of any act, error or omission, of the covered party, or of any other person for whose acts the covered party is legally liable, to which this coverage applies. We will have the right and duty to defend the covered party against any “suit” seeking damages. However, we will have no duty to defend the covered party against any “suit” seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1)** The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits of Coverage); and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This coverage applies to damages only if:

- (1)** The act, error or omission, is negligently committed in the “administration” of your “employee benefit program”;
- (2)** The act, error or omission occurs during the coverage agreement period.

2. Exclusions

This coverage does not apply to:

- a. Dishonest, Fraudulent, Criminal or Malicious Act**
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any covered party, including the willful or reckless violation of any statute.
- b. Bodily Injury, Property Damage, or Personal and Advertising Injury**
“Bodily injury,” “property damage” or “personal and advertising injury.”
- c. Failure to Perform A Contract**
Damages arising out of failure of performance of contract by any insurer.
- d. Insufficiency of Funds**
Damages arising out of an insufficiency of funds to meet any obligation under any plan included in the “employee benefit program.”
- e. Inadequacy of Performance of Investment/Advice Given with Respect to Participation**
Any “claim” based upon:
 - (1)** Failure of any investment to perform;
 - (2)** Errors in providing information on past performance of investment vehicles; or
 - (3)** Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the “employee benefit program.”

f. Workers' Compensation and Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provision of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any covered party is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the covered party, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement Paragraphs **2.**, **8.**, **9.**, and **10.** of the Supplementary Payments do not apply.

C. For the purposes of the coverage provided by this endorsement, the following is added to **Section II – Who Is a Covered Party**:

1. Each of the following is also a covered party:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered Party if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits of Coverage** is replaced by the following:

1. Limits of Coverage

a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

(1) Covered Parties

(2) "Claims" made or "suits" brought;

(3) Persons or organizations making "claims" or bringing "suits";

(4) Acts, errors or omissions; or

(5) Benefits included in your "employee benefit program."

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”
- c. Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any “employee,” including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program.”

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage agreement period shown in the Declarations of the coverage agreement to which this endorsement is attached, unless the coverage agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

2. Deductible

- a. Our obligation to pay damages on behalf of the covered party applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable per occurrence. The limits of coverage shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any “employee,” including such “employee’s” dependents and beneficiaries, because of all acts, errors or omissions in which this coverage applies.
- c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties, and the duties of any other involved covered party, in the event of an act, error or omission, or “claim” apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any “claim” or “suit” and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions **B.** and **D.** of **Section IV – Commercial General Liability Conditions** are replaced by the following:

B. Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:
 - a. What the act, error or omission was and when it occurred; and
 - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
2. If a “claim” is made or “suit” is brought against any covered party, you must:
 - a. Immediately record the specifics of the “claim” or “suit” and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
3. You and any other involved covered party must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit,” and



PUBLIC ENTITY

GENERAL LIABILITY DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

ENDORSEMENT EFFECTIVE: 10/01/2023

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

GENERAL LIABILITY

| | | | |
|------------------------------------|----|-----------------|------------------|
| Bodily Injury Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Property Damage Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Bodily Injury Liability and/or | \$ | Per "Claim" \$0 | Per "Occurrence" |
| Property Damage Liability Combined | | | |

EMPLOYEE BENEFITS

| | | | |
|------------------------------------|----|-----------------|------------------|
| Bodily Injury Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Property Damage Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Bodily Injury Liability and/or | \$ | Per "Claim" \$0 | Per "Occurrence" |
| Property Damage Liability Combined | | | |

LAW ENFORCEMENT LIABILITY

| | | | |
|------------------------------------|----|----------------|------------------|
| Bodily Injury Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Property Damage Liability OR | \$ | Per "Claim" \$ | Per "Occurrence" |
| Bodily Injury Liability and/or | \$ | Per "Claim" \$ | Per "Occurrence" |
| Property Damage Liability Combined | | | |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage," person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

C. The terms of this coverage, including those with respect to:

1. Our right and duty to defend the Covered Party against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim or "suit" apply irrespective of the application of the deductible amount.

D.

1. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
2. In the event that an occurrence, accident or offense continues beyond the coverage period, the applicable deductible would apply separately to each coverage period in which the occurrence, accident or offense was committed or was alleged to have been committed.



PUBLIC ENTITY

AUTOMOBILE COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

This agreement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

| COVERAGES | COVERED AUTOS <small>(Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)</small> | LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS | PREMIUM |
|---|---|--|-----------------|
| LIABILITY | 1 | Total Any One Accident \$1,000,000 \$0 Deductible Subject to PGIT MN-306 | Included |
| PERSONAL INJURY PROTECTION <small>(or equivalent No-fault Coverage)</small> | 5 | STATUTORY | Included |
| AUTO MEDICAL PAYMENTS | 2 | \$5,000 | Included |
| UNINSURED MOTORISTS | 2 | \$100,000 | Included |
| UNDERINSURED MOTORISTS | 2 | \$100,000 | Included |
| PHYSICAL DAMAGE COMPREHENSIVE COVERAGE | 2,8 | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos." | Included |
| PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE | N/A | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$_____ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos" | Not Included |
| PHYSICAL DAMAGE COLLISION COVERAGE | 2,8 | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE. See ITEM FOUR For Hired Or Borrowed "Autos." | Included |
| PHYSICAL DAMAGE TOWING AND LABOR (Not available in California) | N/A | N/A For Each Disablement of A Private Passenger "Auto" | Not Included |
| | | PREMIUM | INCLUDED |

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED SCHEDULE

ITEM FOUR

SCHEDULE FOR HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

| STATE | ESTIMATED COST OF HIRE FOR EACH STATE | RATE | FACTOR (if Liability Cov. Is Primary) | PREMIUM |
|-------|---------------------------------------|-------------|---------------------------------------|----------|
| FL | \$ IF ANY | FLAT CHARGE | | Included |

PHYSICAL DAMAGE COVERAGE

| COVERAGES | LIMIT OF COVERAGE THE MOST WE WILL PAY DEDUCTIBLE | ESTIMATED ANNUAL COST OF HIRE | RATE PER EACH \$100 ANNUAL COST OF HIRE | PREMIUM |
|--------------------------|--|-------------------------------|---|----------|
| COMPREHENSIVE | ACTUAL CASH VALUE OR COST OF REPAIRS OR \$35,000 , WHICHEVER IS LESS, MINUS \$1,000 DED. FOR EACH COVERED AUTO. | \$IF ANY | \$ | Included |
| SPECIFIED CAUSES OF LOSS | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM | \$ | \$ | \$ |
| COLLISION | ACTUAL CASH VALUE OR COST OF REPAIRS OR \$35,000 , WHICHEVER IS LESS, MINUS \$1,000 DED. FOR EACH COVERED AUTO | \$IF ANY | \$ | Included |
| | | | PREMIUM | Included |

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

| NAMED COVERED PARTY'S BUSINESS | RATING BASIS | PREMIUM |
|--------------------------------|--------------|----------|
| Aviation Authority | \$IF ANY | Included |

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: **\$ INCLUDED**

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY

AUTOMOBILE COVERAGE FORM

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

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description of Covered Auto Designation

Symbols SYMBOL DESCRIPTION

- 1 = ANY "AUTO."
- 2 = ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
- 3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
- 4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
- 5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
- 7 = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
- 8 = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
- 9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business

10 = Per definition assigned on PGIT MN-399, if applicable.

B. Owned Autos You Acquire After the Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during the remainder of the annual coverage term, except as noted in B.2.c. below. If the coverage agreement period is a two year agreement then the annual premium change will be reflected in the 2nd year of the coverage agreement renewal premium.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
 - c. Additional and return premium will be subject to pro-rata adjustment. This pro-rata adjustment will apply to all coverage for the "autos" that are added or deleted.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II- LIABILITY COVERAGE

A. Coverage

We will pay all sums a "covered party" legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums a "covered party" legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

1. Who Is A Covered Party

The following are "covered parties":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
 - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of a "covered party" described above but only to the extent of that liability.

2. Coverage Extensions

- a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the "covered party":
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.
 - (4) All reasonable expenses incurred by the "covered party" at our request, including actual loss of earning up to \$250 a day because of time off from work.
 - (5) All costs taxed against the "covered party" in any "suit" we defend.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

- b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "covered party" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "covered party" or the "covered party's" coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability "Bodily injury" to:

- a. An employee of the "covered party" arising out of and in the course of employment by the "covered party"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "covered party" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "covered party" under an "insured contract."

5. Fellow Employee

"Bodily injury" to any fellow employee of the "covered party" arising out of and in the course of the fellow employee's employment.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "covered party"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Professional Liability

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

14. Racing

This coverage does not apply to any "bodily injury" or "property damage" sustained as a result of any covered "auto" while the covered "auto" is being used in any professional or non-professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained while the "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.
2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."
3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations -

FLORIDA AUTOMOBILE LIABILITY LIMITS we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
 - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
 - c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
- a. taxes, fines, penalties, or sanctions;
 - b. punitive or exemplary damages or the multiple portion of any multiplied damages award;
 - c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or
 - d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

D. Other Coverage

For any covered "autos" you do not own, hire, rent or borrow that are used in connection with your business, the coverage provided by this Coverage Form is excess over any other collectible coverage.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. Specified Causes of Loss Coverage. Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
 - c. Collision Coverage. Caused by:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Theft: We will pay up to \$50 per day subject to the rental coverage aggregate provided in coverage part 5. Rental Coverage below of \$5,000 in any one coverage period for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage agreement's expiration, when the covered "auto" is returned to use or we pay for its "loss."

5. Rental Coverage

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered "auto" or,
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred that relate directly to the "loss" of the covered auto.
 - (2) The maximum payment stated applicable to "any one day" or "any one coverage period" for each occurrence.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. The maximum amount payable is \$50.00 per day per covered automobile per occurrence, or \$5,000 in the aggregate for the coverage period in which the losses occur. The rental coverage for theft also applies under this same aggregate.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. Nuclear Hazard.
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or 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.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

- (1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."
- (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- (3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- (4) Equipment designed or used for the detection or location of radar.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this agreement:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

c. We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, or stunting activity, or while practicing for any such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

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

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. 110% of the value reported on the applicable schedule
4. If the valuation type shown on the automobile schedule is "agreed value", then items C1 and 3 do not apply and the loss is paid based on the cost to repair or the agreed value on the schedule, whichever is less, less the applicable deductible.
5. Limited Replacement Cost: We will reimburse, on a replacement cost basis, the Named Covered Party of an owned and scheduled private passenger vehicle, light truck, or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or vehicle types other than those listed in the preceding sentence.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is A Covered Party

1. You while "occupying" or, while a pedestrian, when struck by any "auto."

2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by an covered party while the "auto" is being prepared for such a contest or activity.

D. Limit of Coverage

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

E. Changes In Conditions

Section V - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section V.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

SECTION V - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value 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 we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "covered party's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "covered party" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".
- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

4. Loss Payment - Physical Damage

Coverages At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

6. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a. Formal proclamations or resolutions by your governing board in opposition to such legislation;
- b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c. Personal contact by your officials and employees with legislators identified by us.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the Coverage Agreement period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Puerto Rico; and
 - (4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.
- b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand or order; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

 - a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "covered party";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
 - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the

covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment."

d. Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

- a.** That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b.** That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- d.** That does not comply with Florida Statute 768.28.

- G.** "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- H.** "Loss" means direct and accidental loss or damage.
- I.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
 7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos":
- J.** "Pollutants" means any solid, liquid, mold, 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.
- K.** "Property damage" means damage to or loss of use of tangible property.
- L.** "Suit" means a civil proceeding in which:
- (1) Damages because of "bodily injury" or "property damage"; or
 - (2) A "covered pollution cost or expense"
- to which this coverage applies, are alleged.
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" must submit or does submit with our consent; or

- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.



PUBLIC ENTITY

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for “loss” to glass used in the windshield.
2. All other Physical Damage Coverage provisions will apply.
3. Paragraph 1. of Loss Conditions, Appraisal for Physical Damage Loss, is replaced by the following:

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of “loss,” either may demand an appraisal of the “loss.” Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value 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 we submit to an appraisal, we still retain our right to deny the claim.

B. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by a “covered party” with us for:
 - a. “Bodily injury” in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered “auto”;
 - b. “Property damage” in any amount, arising out of the ownership, operation, maintenance or use of a covered “auto,” or
 - c. “Loss” to a covered “auto” or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. The participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



PUBLIC ENTITY

FLORIDA UNINSURED MOTORISTS COVERAGE – NON-STACKED

COVERED PARTY:

AGREEMENT NO.:

ENDORSEMENT EFFECTIVE:

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the AUTOMOBILE COVERAGE FORM, PGIT MN-300;

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

Limit of Coverage

Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

- 1. We will pay all sums the "covered party" is legally entitled to recover as compensatory damages from the owner or drive of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "covered party" caused by an "accident" The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle," we will pay for this coverage only if a. or b. below applies:
a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
b. A tentative settlement has been made between a "covered party" and the insurer of the "underinsured motor vehicle" and we:
(1) Have been given prompt written notice of such tentative settlement; and
(2) Advance payment to the "covered party" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is A Covered Party

If the Named Covered Party is designated in the Declarations as:

- 1. An individual, then the following are "covered parties":
a. The Named Covered Party and any "family members."
b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "covered party."

2. A partnership, limited liability company, corporation or any other form of organization, then the following are “covered parties”:
 - a. Anyone “occupying” a covered “auto” or a temporary substitute for a covered “auto.” The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.
 - b. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “covered party.”

C. Exclusions

This coverage agreement does not apply to:

1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of an “uninsured motor vehicle.”
2. The direct or indirect benefit of any insurer or self-insurer under any workers’ compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. “Bodily injury” sustained by:
 - a. An individual Named Covered Party while “occupying” or when struck by a vehicle owned by that individual Named Covered Party that is not a covered “auto” for Uninsured Motorists Coverage under this Coverage form;
 - b. Any “family member” while “occupying” or when struck by any vehicle owned by that “family member” that is not a covered “auto” for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any “family member” while “occupying” or when struck by any vehicle owned by the Named Covered Party that is covered for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
 - d. Any “covered party” with respect to damages for pain, suffering, mental anguish or inconvenience unless the “bodily injury” consists in whole or in part of:
 - (1) Significant and permanent loss of an important bodily function;
 - (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - (3) Significant and permanent scarring or disfigurement; or
 - (4) Death.
5. Punitive or exemplary damages.

D. Limit of Coverage

1. Regardless of the number of covered “autos,” “covered parties,” premiums paid, claims made or vehicles involved in the “accident,” the most we will pay for all damages resulting from any one “accident” is the limit of Uninsured Motorists Coverage shown in the Schedule of Declarations. However, any recovery for damages sustained by an individual Named Covered Party or any “family member”:
 - a. While “occupying” a vehicle owned by that Named Covered Party or any “family member” may equal, but not exceed, the limit of coverage for Uninsured Motorists Coverage applicable to that vehicle.
 - b. While “occupying” a vehicle not owned by that Named Covered Party or any “family member” may equal, but not exceed, the sum of:
 - (1) The limit of coverage for Uninsured Motorists Coverage applicable to the vehicle such Named Covered Party or any “family member” were “occupying” at the time of the “accident,” and
 - (2) The highest limit of coverage for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Covered Party or any “family member”;

- c. While not “occupying” any vehicle may equal, but not exceed, the highest limit of coverage for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Covered Party or any “family member.”
- 2. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Liability Coverage Form, No-Fault Coverage Endorsement, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.
- 3. We will not make a duplicate payment under this coverage for any element of “loss” for which payment has been made by or for anyone who is legally responsible.
- 4. We will not pay for any element of “loss” if a person is entitled to receive payment for the same element of “loss” under any workers’ compensation, disability benefits or similar law.

E. Changes in Conditions

The conditions are changed for Uninsured Motorists Coverage Non-Stacked as follows:

- 1. Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage – Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
If there is other applicable coverage available under one or more Coverage Forms, policies or provisions of coverage:
 - a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage form or policy providing coverage on either a primary or excess basis.
 - b. Any coverage we provide with respect to a vehicle the Named Covered Party does not own shall be excess over any collectible Uninsured Motorists Coverage providing coverage on a primary basis.
 - c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under an agreement providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under coverage providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a “suit” is brought.
 - c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the “covered party” and the insurer of the vehicle described in Paragraph **b.** of the definition of an “uninsured motor vehicle” and allow us 30 days to advance payment to that “covered party” in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an “uninsured motor vehicle.”
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:
If we make any payment and the “covered party” recovers from another party, the “covered party” shall hold the proceeds in trust for us and pay us back the amount we have paid.
Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:
 - a. Have been given prompt written notice of a tentative settlement between a “covered party” and the insurer of a vehicle described in Paragraph **b.** of the definition of an “uninsured motor vehicle”; and
 - b. Fail to advance payment to the “covered party” in an amount equal to the tentative settlement within 30 days after receipt of notification.
 If we advance payment to the “covered party” in an amount equal to the tentative settlement within 30 days after receipt of notification:

- c. That payment will be separate from any amount the “covered party” is entitled to recover under the provision of Uninsured Motorists Coverage; and
 - d. We also have a right to recover the advanced payment.
4. The following Condition is added:

a. Arbitration

(1) If we and a “covered party” do not agree:

- (a) Whether that person is legally entitled to recover damages under this endorsement; or
- (b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from “bodily injury” are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expense of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the “covered party” lives.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Florida Arbitration Act

If we and a “covered party” agree to arbitration, the Florida Arbitration Act will not apply.

c. Mediation

(1) In any claim filed by a “covered party” with us for:

- (a) “Bodily injury” in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered “auto”;
- (b) “Property damage” in any amount, arising out of the ownership, operation, maintenance or use of a covered “auto”; or
- (c) “Loss” to a covered “auto” or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

(3) The request must state:

- (a) Why mediation is being requested.
- (b) The issues in dispute, which are to be mediated.

(4) The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expense of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Covered Party by blood, marriage or adoption who is a resident of such Named Covered Party's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy applies at the time of an "accident";
 - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to a "covered party" is not enough to pay the full amount the "covered party" is legally entitled to recover as damages caused by the "accident";
 - c. For which an insuring or bonding company denies coverage or becomes insolvent; or
 - d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must
 - (1) Hit an individual Named Covered Party or any "family member," a covered "auto" or a vehicle such Named Covered Party or any "family member" are "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Covered Party or any "family member" without hitting that Named Covered Party, any "family member," a covered "auto" or a vehicle such Named Covered Party or any "family member" are "occupying."If there is no physical contact with the land motor vehicle or "trailer," the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- e. Owned by a governmental unit or agency;
- f. Designed for use mainly off public roads while not on public roads; or
- g. Owned by or furnished or available for the regular use of the Named Covered Party, or if the Named Covered Party is an individual, any "family member" unless it is a covered "auto" to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Covered Party, or if the Named Covered Party is an individual, any "family member."



PUBLIC ENTITY

Florida Personal Injury Protection

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

For a covered “auto” licensed or principally garaged in, or “garage operations” conducted in, Florida, this endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We agree with the “Named Covered Party,” subject to all provisions of this endorsement and to all of the provisions of the agreement except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of _____ is applicable to the following “Named Covered Party” only:

| <u>Benefits</u> | <u>Limit Per Person</u> |
|-----------------------|--|
| Total Aggregate Limit | Up to \$10,000 Limit (Medical and Disability Benefits) |
| Death Benefits | \$5,000 (in addition to the medical and disability benefits) |
| Medical Benefits | 80% of reasonable medical expenses subject to total aggregate limit |
| Disability Benefits | 60% of loss of gross income and earning capacity and replacement services subject to total aggregate limit (payable every two weeks) |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for a “covered party” who sustains bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, subject to the limits shown in the schedule, as follows:

1. Medical Benefits

All reasonable “medically necessary” expenses for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital and nursing services if the individual received initial services and care as provided herein within 14 days after the motor vehicle accident, and for necessary remedial treatment and services recognized and permitted under the laws of the state for a “Covered Party” who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are “medically necessary.” Initial services and care must be lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapter 458 (medical physician)

or Chapter 459 (osteopathic physician), a dentist licensed under Chapter 466, or a chiropractic physician licensed under Chapter 460 or that are provided in a hospital or facility that owns or is wholly owned by a hospital. Initial services include care provided by a person or entity licensed under Part III of Chapter 401, which provides emergency transportation and treatment. Follow-up services and care must be consistent with the underlying medical diagnosis rendered as part of the initial services and care provided so long as such care and services are provided by persons and entities authorized pursuant to s.627.736 (1)(a)2. of Florida's Motor Vehicle No-Fault law, as amended. Medical Benefits do not include massage as defined in s. 480.033 or acupuncture as defined in s. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision. Reimbursement for services and care is provided (subject to the 80% limitation) up to \$10,000 if a physician licensed under Chapter 466 (medical) or Chapter 459 (osteopathic), dentist licensed under Chapter 466, physician assistant licensed under Chapter 458 or Chapter 459, or an advanced registered nurse practitioner licensed under Chapter 464 has determined that the injured person had an emergency medical condition. Reimbursement is limited to \$2500 (subject to the 80% limitation) if the injured person did not have an emergency medical condition.

2. Disability Benefits

With respect to the period of disability of the injured person any loss of gross income and loss of earning capacity per individual from the inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his or her household; and

3. Death benefits

Death benefits of \$5,000 per individual in addition to the Medical Benefits and the Disability Benefits provided. We may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or by marriage, or to any person appearing to us to be equitably entitled to such benefits.

B. Who Is A Covered Party

1. The "Named Covered Party"
2. If the "Named Covered Party" is an individual, any "family member."
3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" and relatives residing in the same household while occupying another motor vehicle owned by the named insured and not insured under this policy;
2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her injury under any of the following circumstances:
 - a. Causing injury to himself or herself intentionally; or
 - b. Being injured while committing a felony.
4. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
5. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the owner's insurer; or
6. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limits of Coverage

1. Regardless of the number of persons covered, policies or bounds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection Medical benefits and Disability Benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be \$10,000, provided that payment for Death Benefits shall be \$5,000 per person, per accident in addition to the aggregate Medical benefits and Disability benefits maximum limitation of \$10,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. This insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule, if any, will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1**, **A.2**, and **A.3** of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the Death Benefit.
5. As provided for in Section 627.736 (5) of Florida's Motor Vehicle no-Fault Law, as amended, we limit payment to providers subject to the schedule of charges set forth within that section of the law. We will pay all charges (subject to the 80% limitation) for Medical Benefits to providers submitting charges less than those allowed under that section of the law.

E. Changes in Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event of Accident, Claim, Suit or Loss:
In the event of an "accident", the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."
If any injured person or his legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:
No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer of Rights of Recovery Against Others to Us is replaced by the following:
Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
 - a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
 - b. If any person to or from whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
 - c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following: We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "covered party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party." If we had reasonable belief that a fraudulent insurance act has been committed under Florida's No-Fault Insurance Law, we will notify the claimant, in writing, within 30 days after submission of the claim that we are investigating the claim for suspected fraud. At the end of the initial 30-day period we will have an additional 60 days to conduct our fraud investigation. Within 90 days of submission of the claim we will either deny the claim based upon our finding of fraudulent activity or pay the claim with simple interest from the date the claim was submitted until the date the claim is paid. If we deny the claim based upon a finding of fraudulent activity we will report such information to the Florida Division of Insurance Fraud.

F. Additional Conditions

The following Conditions are added:

1. Mediation

a. In any claim filed by a "Covered Party" with us for:

1. "Bodily Injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
2. "Property Damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto" or;
3. "Loss" to a covered "auto" or its equipment, in any amount, either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

c. The request must state:

1. Why the mediation is being requested.
2. The issues in dispute, which are to be mediated.

d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to a further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Modification Of Agreement Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits, but shall not be payable for the amount of the deductible selected.

3. Proof Of Claim; Medical Reports and Examination: Payment of Claim Withheld

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium

In the event of any change in the rules, rates, rating plant, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement. If the recomputed premium exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions for Rented or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory

The coverage under this Section applies only to "accidents" which occur during the agreement period:

- a. In the state of Florida;
- b. As with respect to the "Named Covered Party" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As with respect to the "Named Covered Party", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor Vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;
However, "motor vehicle" does not include:
 - a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.
2. "Family member" means a person related to the "Named Covered Party" by blood, marriage or adoption including a ward or foster child who is resident of the same household as the "Named Covered Party".

3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to patient health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ or part.
8. "Medically Necessary" refers to medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section II – Liability Coverage is changed as follows:

1. Paragraph **a.** of the Pollution Exclusion (**B.11.**) applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody or Control does not apply.

B. Changes in Section VI – Definitions

For the purposes of this endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or “suit” by or on behalf of a governmental authority demanding that the “covered party” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants.”

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- a.** Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “covered party” for movement into or onto the covered “auto”; or
- b.** After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “covered party.”

Paragraphs **a.** and **b.** above do not apply to “accidents” that occur away from premises owned by or rented to a “covered party” with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto” not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

PUBLIC ENTITY

MUTUAL AID ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums you legally must pay for "loss" to an "auto," including its equipment, owned by any municipality, fire district, ambulance district, fire department or fire company which provides you police, ambulance services or fire assistance.
2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when our limit for this coverage has been exhausted by payment of judgments or settlements.

B. Exclusions

This coverage does not apply to:

1. Any expense incurred in or material used in connection with the operation of the "auto" or its equipment.
2. "Loss" caused by declared or undeclared war or insurrection or any of their consequences.
3. "Loss" caused by the explosion of a nuclear weapon or its consequences.

C. Limit of Coverage

The most we will pay for all "loss" from any one "accident" is the limit of coverage stated in the Declarations. Our obligation under "bodily injury" and "property damage" is to pay damages on your behalf in excess of any deductible or self insured retention stated in the declarations applicable to such coverages.

D. Conditions

All the Conditions apply to the coverage provided by this endorsement except Other Insurance. The coverage provided by this endorsement is primary.



PUBLIC ENTITY

DEADLY WEAPON PROTECTION COVERAGE PART DECLARATIONS
(CLAIMS MADE)

COVERED PARTY:

AGREEMENT NO.:

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

| COVERAGE | LIMIT | DEDUCTIBLE |
|---|---------------------|-------------------|
| DEADLY WEAPON EVENT (Inclusive of Claims Expenses) | Per Event | Per Event |
| <u>SUBLIMITS (These limits do not increase the event limit stated above)</u> | | |
| BUSINESS INTERRUPTION | INCLUDED | |
| DEMOLITION, CLEARANCE AND MEMORIALIZATION | \$250,000 Per Event | |
| EXTRA EXPENSE | \$250,000 Per Event | |
| CRISIS MANAGEMENT | INCLUDED | |
| PROPERTY DAMAGE EXTENSION | INCLUDED | |
| COUNSELING SERVICES | \$250,000 Per Event | |
| FUNERAL EXPENSES | \$250,000 Per Event | |
| CLAIMS EXPENSES | INCLUDED | |
| MEDICAL EXPENSES | \$25,000 Per Person | |
| ACCIDENTAL DEATH & DISMEMBERMENT | \$50,000 Per Person | |

RETROACTIVE DATE:

**THIRD PARTY LIABILITY COVERAGE AGREEMENT
AND
CRISIS MANAGEMENT SERVICES**

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

WHAT TO DO FOLLOWING A DEADLY WEAPON EVENT

If a **Deadly Weapon Event** occurs or is believed to have occurred, contact the **Event Responder** via the 24-hour **Crisis Management Response Team**
Telephone Number: **860-677-3790 - CrisisRisk Strategies LLC**

In the unlikely event that there is no response on the 24 hour **Crisis Management Response Team** telephone number contact either of the following additional representatives as soon as possible:

Preferred Governmental Claim Services

800-237-6617

Email: Liabilityclaims@pgcs-tpa.com

COVERAGE NOTICE

THIS THIRD-PARTY LIABILITY **COVERAGE AGREEMENT** PROVIDES COVERAGE ON A **CLAIMS-MADE AND REPORTED** BASIS. THE COVERAGE PROVIDED BY THIS **COVERAGE AGREEMENT** IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST THE **COVERED PARTY** AND REPORTED TO **PREFERRED** DURING THE **AGREEMENT PERIOD** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRATION DATE IN ACCORDANCE WITH THE TERMS OF THIS **COVERAGE AGREEMENT**.

THIS **COVERAGE AGREEMENT** DOES NOT PROVIDE COVERAGE TO THE **ASSAILANT(S)** OF THE **DEADLY WEAPON EVENT**.

VARIOUS PROVISIONS IN THIS **COVERAGE AGREEMENT** RESTRICT COVERAGE. READ THE ENTIRE AGREEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

NOTE: FAILURE TO REPORT A **CLAIM** AS SOON AS REASONABLY PRACTICABLE COULD JEOPARDIZE YOUR COVERAGE.

IMPORTANT NOTICE

If a word is in boldface, please read the definitions section.

This is a **Claims Made and Reported Coverage Agreement**.

Claims Expenses that are incurred in defending any **Claim** against the **Covered Party** will reduce, and may completely exhaust, the limit of liability available to pay **Damages**.

All coverage extension endorsements that provide sub-limits of liability are part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

SECTION I - COVERAGES

A. Indemnity

Preferred will pay on behalf of the **Covered Party**, up to the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses**, for any **Damages** and **Claims Expenses** which the **Covered Party** shall become legally liable to pay because of any **Claim** or **Claims** for **Bodily Injury**, first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period**, caused by a **Deadly Weapon Event** occurring at the **Locations** of the **Covered Party**. The Indemnity hereunder also includes, within the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses**, amount(s) payable to the **Covered Party**, or to others on the **Covered Party's** behalf, with respect to additional coverage provided by any Extension endorsed to this **Coverage Agreement**.

A **Deadly Weapon Event** which occurs at one **Location** or multiple **Locations** of the **Covered Party** within a period of 24 consecutive hours and which do have or appear to have a **Related Purpose** or are coordinated by one or more **Assailant(s)** will be deemed to be one **Deadly Weapon Event**.

B. Defense and Settlement of Claims

1. **Preferred** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this **Coverage Agreement**:
 - a. any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
or
 - b. under Coverage A., any **Claim** in the form of a regulatory proceeding.

Preferred will have no duty to defend the **Covered Party** for any **Claim(s)** made against the **Covered Party** for **Damages**, **Claims Expenses** or other payment to which this **Coverage Agreement** does not apply. **Preferred's** right and duty to defend ends when the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 has been exhausted.

Defense counsel shall be mutually agreed upon between **Preferred** and the **Covered Party**, but in the absence of such agreement, **Preferred's** decision shall be final.

2. With respect to any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, **Preferred** will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
3. If the **Covered Party** shall refuse to consent to any settlement or compromise recommended by **Preferred** and acceptable to the claimant and elects to contest the **Claim**, **Preferred's** liability for any **Damages**, penalties and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal or the applicable Limit of Liability, whichever is less, and **Preferred** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Covered Party**. The portion of any proposed settlement or compromise that requires the **Covered Party** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

SECTION II - DEFINITIONS

For the purpose of this **Coverage Agreement**:

- A. **Agreement Period** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this **Coverage Agreement** as stated in the **Declarations**.
- B. **Aggregate** means the total limit of indemnity for the period of the **Coverage Agreement**. The **Aggregate** amount shall be inclusive of any sub-limit(s) provisions and will be eroded by valid **Damages**, **Claims Expenses** associated with a **Claim(s)**, and any other amount(s) as may be payable under any Extension endorsed to this **Coverage Agreement**.
- C. **Assailant(s)** means an individual or group of individuals actively engaged in, or assisting in, killing or attempting to kill or cause serious **Bodily Injury**, to a person or persons using a **Weapon**.
- D. **Bodily Injury** means all physical injuries to a **Covered Person** for death, physical injury, sickness, disease or disability resulting from a **Deadly Weapon Event** however excluding the **Assailant(s)** of the **Deadly Weapon Event**.
- E. **Business Services** means the rendering of services as performed by the **Covered Party** at the **Locations of the Covered Party**.
- F. **Claim** means a written demand received by the **Covered Party** from a third party for **Damages** covered by this **Coverage Agreement**.
- G. **Claims Expenses** means all reasonable and necessary fees, costs and expenses incurred with the written consent of **Preferred** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim**, suit or proceeding relating to a **Claim** regardless of ultimate determination of liability. **Claims Expenses** do not include the salaries, expenses, overheads or other charges by the **Covered Party** for any time spent in cooperating in the defense, settlement and investigation of any **Claim**.
- H. **Claims Made And Reported Coverage Agreement** means that, subject to the terms and conditions of this **Coverage Agreement**, the coverage provided by this **Coverage Agreement** only covers **Claims** first made against the **Covered Party** or a circumstance which could reasonably be expected to give rise to a **Claim** during the **Agreement Period** and reported to **Preferred** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration date of the **Agreement Period**.

- I. **Counseling Services** means the utilization of psychiatrists, social workers and counselors by affected **Covered Persons** following a **Deadly Weapon Event**, except where provided under any workers' compensation, employers liability, unemployment compensation or disability laws, statutes or regulations.
- J. **Covered Party** means the entity and its **Location(s)** where **Business Services** are rendered.
- K. **Covered Person(s)** means any third-party human being who is in or on a **Location(s)** unless specifically excluded by this **Coverage Agreement**. **Covered Person(s)** does not include the **assailant** of any **deadly weapon event**.
- L. **Crisis Management Services** means the services that will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event**, and on the first anniversary date of the **Deadly Weapon Event**; the available services are:

- 1. Retention of services

The **Covered Party** will have access to the **Crisis Management Response Team** in the event of a **Deadly Weapon Event**. To access this support on a 24-hour basis, the **Covered Party** will call the **Crisis Management Response Team**. The **Event Responder** will work with their **Crisis Management Response Team** to determine the reasonable and appropriate response and will advise the **Covered Party** accordingly.

- 2. Crisis Response

The **Event Responder** will deploy US-based resources to support the **Covered Party** in the event of a **Deadly Weapon Event**. These **Crisis Management Services** fall into the following three categories:

- a. Investigation

The **Event Responder** will (if required) conduct an independent investigation into the **Deadly Weapon Event** for sole use by the **Covered Party** in determining the facts of the **Deadly Weapon Event**, informing crisis response plans and identifying any potential third-party liability exposures as soon as possible.

- b. Crisis Management Support

The **Event Responder** will provide advice and support to the **Covered Party** on the management of the situation and the applicable crisis communication strategies post the **Deadly Weapon Event**.

- c. Temporary Security Measures

The **Event Responder** will (if required) arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

- M. **Crisis Management Response Team** means a team of qualified professionals formed by **Preferred** who respond to a qualifying event in order to provide assistance, guidance and resources to the **Covered Party** during or immediately following the event. The **Crisis Management Response Team** operates in accordance with plans and protocols developed by **Preferred**. Services may include, but are not limited to; public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services.
- N. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Preferred's** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

- O. Deadly Weapon Event** means any event involving an **Assailant(s)** and the **Covered Party** where a **Weapon** has been used or brandished on any **Location(s)** of the **Covered Party**.
- P. Declarations** means the document showing the **Covered Party**, and the **Covered Party's** full coverage details. This **Coverage Agreement** is not effective unless a **Declarations** is issued and the premium payment clause has been adhered to.
- Q. Directors or Officers** means any partner, executive officer, administrator, member of the **Covered Party** which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the **Covered Party**.
- R. Event Responder** means a US based risk management entity that operates in safety and security, emergency preparedness, disaster management and public safety consulting services.
- S. Euthanasia** means the practice of intentionally ending a life in order to relieve pain and suffering. This definition is in respect to **Voluntary Euthanasia and Non-Voluntary Euthanasia**. **Voluntary Euthanasia** is **Euthanasia** conducted with the consent of the person and **Non-Voluntary Euthanasia** is **Euthanasia** conducted where the consent of the person is unavailable.
- T. Extra Expense** means the additional costs (if any) incurred by the **Covered Party** during the **Period of Restoration** in order for the **Covered Party** to operate as **Normal**. **Extra Expense** includes the cost incurred in obtaining property (buildings, equipment, and other business personal property) for temporary use or occupation during the **Period of Restoration** necessarily required for the conduct of the **Covered Party's** business, however; the amount recoverable under this section will not exceed the amount that would have been expended by the **covered party** in renting, leasing or otherwise acquiring any such property of substantially similar size, capacity and quality as the property made unusable by the **Deadly Weapon Event**.
- U. Funeral Expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:
- personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
 - Supplementary charges, which include bringing the deceased into the undertaker's care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
 - The cost of the coffin or casket.
 - Additional charges such as limousines, additional mileage and cremation casket.
 - Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by the **Covered Party**, or on the **Covered Party's** behalf, in connection with any of the foregoing.
- V. Immediate Family Members** means a person who is related to the **Covered Person(s)** in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate Family Members** also includes a person who is a legal guardian of the **Covered Person(s)**.
- W. Joint Venture** means a co-venture, joint lease, joint operating agreement or partnership in which the **Covered Party** has a financial interest.

X. Location(s) of the **Covered Party** means all locations which are owned, leased or are part of a **Joint Venture** by the **Covered Party** which have been listed and provided to **Preferred** prior to binding coverage.

Y. Mercy Killing(s) means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to Passive Mercy Killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

Z. Normal means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

AA. Period of Restoration means a period of time not to exceed the lesser of:

Such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**; or

365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this coverage agreement and at all times in accordance with the conditions of this coverage agreement.

Such length of time described in **a** and **b** above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **covered party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

BB. Pollutant or Contaminant includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

CC. Property Damage means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.

DD. Related Purpose means one **Deadly Weapon Event** or a series of **Deadly Weapon Events** where the **Assailant(s)** attempt to cause **Bodily Injury** for the same intended reason and/or for the same desired result.

EE. Retroactive Date means the date on or after which any **Claim** from a **Deadly Weapon Event** can be reported in order for the coverage under this **Coverage Agreement** to be triggered.

FF. Road Vehicle means a private or commercial land-based vehicle which is licensed for highway use, including automobiles, buses, trucks or motorcycles.

GG. Suicide means the act of intentionally killing or attempting to kill oneself.

HH. Preferred shall mean Preferred Governmental Insurance Trust, who is providing this **Coverage Agreement**.

II. Coverage Agreement shall mean, collectively, the **Declarations** PGIT MN-040, the Common Agreement Conditions PGIT MN-090, the **Application**, this **Coverage Agreement** Form and any endorsements.

JJ. Application shall mean all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Party** to **Preferred** in connection with **Preferred** underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.

KK. Weapon means:

1.any portable or handheld device, instrument or substance which is used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**;

And/or

2.any **Road Vehicle** that is occupied and used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**.

LL. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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.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 object solid, liquid or gas between organisms, and
- 3.the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

MM. Medical Expenses mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, **medical expenses** will not include expenses:

1. for services or treatment rendered by any person who is:
 - a. employed or retained by you;
 - b. living in the eligible person's household;
 - c. an immediate family member of either the eligible person or the eligible persons' spouse;
 - d. the eligible person himself/herself.
2. for rest cures or custodial care or period of quarantine or isolation;
3. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a **covered accident**;
4. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a **covered accident**;
5. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **covered accident**;
6. for any disability or condition, whether or not aggravated by a **covered accident**, which originated prior to the effective date of this Insurance or of the eligible person(s) inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the eligible person has neither received nor required any treatment for the said disability or condition;
7. incurred more than twelve (12) months after the eligible person sustained an identifiable physical injury caused by a **covered accident**;
8. which are more specifically insured under any other Section of this Policy.

NN. Covered Accident means an **accident** directly caused by a **deadly weapon event** which results in an identifiable physical injury to an **eligible person**.

OO. Accident (or accidental) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible** person is covered under this coverage agreement.

PP. Eligible Person means **covered person**, however it does not include any person for cover under "**Medical Expenses**" or "**Accidental Death and Dismemberment**", whether or not your employee, if benefits for bodily injury are payable or must be provided under a workers' compensation or disability benefits law or similar law.

SECTION III - EXCLUSIONS

This **Coverage Agreement** does not cover **Damages, Claims Expenses** or any other cost or expense with respect to any **Claim** directly or indirectly arising from, caused by or due to:

- A. Loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by a **Deadly Weapon Event**.
- B. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- C. Criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**.
- D. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors or Officers**, individually or collectively, in the discharge of their duties solely in their capacity as **Directors or Officers** of the **Covered Party**.
- E. **Euthanasia**.
- F. Any explosive devices unless used in conjunction with a **Deadly Weapon Event**.
- G.
 - 1. Any vehicle not defined as a **Road Vehicle**;
 - 2. Any weapon mounted (or designed to be mounted) on a vehicle;
 - 3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- H. Injury or death to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff. However, this exclusion does not apply in respect of any coverage provided for **Crisis Management Services, Counseling Services**, and **Funeral Expenses** endorsed by Extension to this **Coverage Agreement**.
- I. Any **Claim** or **Claims** made by, or on behalf of, any **Assailant(s)**.
- J. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- K.
 - 1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - 5. any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**.
- L. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **Bodily Injury** has occurred to the claimant.
- M. Loss, injury or damage caused by or resulting from the **Covered Party's** recklessness or deliberate misconduct.
- N. **Mercy Killing(s)**.
- O. Any **Covered Party** under this **Coverage Agreement** making a **Claim(s)** against any other **Covered Party** under this **Coverage Agreement**. However, this exclusion shall not apply to **Claim(s)** of an employee of the **Covered Party** while they are a recipient of **Business Services** being provided by the **Covered Party**.
- P. Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- Q. Any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen.
- R. Loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Covered Party**.
- S. **Property Damage** in respect of property:
 - 1. owned, leased, rented or occupied by the **Covered Party**.

2. in the care, custody or control of the **Covered Party** or the care, custody or control of any person under contract with the **Covered Party**.
- T. Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- U. Strikes, labor unrest, riots or civil commotion.
- V. **Suicide.**
- W. 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.
- X. Any **Deadly Weapon Event** that occurs at a **Location(s)** which has been specifically leased or loaned by the **Named Covered Party** to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, except with the prior written agreement of the **Trust**. Upon notification of any such permitted event, the **Trust** may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.
- Y. The transmission or alleged transmission of a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**. In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**.

Nothing contained in the above exclusions shall extend this **Coverage Agreement** to cover any liability which would not have been covered had these exclusions not been incorporated herein.

SECTION IV – LIMIT OF LIABILITY

The Limit of Liability stated in the **Declarations** PGIT MN-040 is the total limit of **Preferred's** liability for all **Damages** and **Claims Expenses** arising out of the **Claims** first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period** regardless of the number of **Covered Parties** under this **Coverage Agreement**, **Claims** or Claimants.

SECTION V – CONDITIONS

Preferred will not be liable to pay any **Claim** under this **Coverage Agreement** unless the **Covered Party** complies with all the requirements in the following conditions.

Notice and Proof of Loss

The **Covered Party** shall as soon as reasonably practicable call the **Crisis Management Response Team** Telephone: **860-677-3790** and notify the **Event Responder** (as stated within the **Declarations**).

The **Covered Party**, shall also as soon as reasonably practicable, notify **Preferred** of every **Claim**, demand, notice, summons or other process received by the **Covered Party** or their representative and any act, error or omission by the **Covered Party** which could reasonably be expected to give rise to a **Claim**, including any threat of a **Deadly Weapon Event** that could possibly lead to a **Claim**.

The **Covered Party** must keep **Preferred** fully informed of any **Claim** and forward copies of all relevant correspondence and legal processes.

Any **Claim** or any circumstance which could reasonably be expected to give rise to a **Claim** shall be considered to be reported to **Preferred** when notice is first given to **Preferred**.

Assistance and Cooperation

The **Covered Party** shall cooperate with **Preferred** and its agents in all investigations, including investigations regarding the application for and coverage under this **Coverage Agreement** and, upon **Preferred'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 **Covered Party** because of acts, errors or omissions in respect of loss insured under this **Coverage Agreement**.

The **Covered Party** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **Preferred**.

The **Covered Party** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any **Claim** without the written agreement of **Preferred**.

If required by **Preferred**, the **Covered Party** must agree to an examination under oath by **Preferred's** appointed representative.

Due diligence

The **Covered Party** (or any of the **Covered Party's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

New Locations

This **Coverage Agreement** covers loss as insured against by this **Coverage Agreement** at any **Location(s)** which are newly acquired or occupied by the **Covered Party** provided that any such newly acquired or occupied **Location** is notified to **Preferred** within ninety (90) days of the completion date of such acquisition or occupation. Coverage under this **Coverage Agreement** will automatically commence when the **Covered Party** first acquires or occupies such **Location(s)** and will cease after the ninety (90) days period has elapsed, unless otherwise notified to **Preferred** in accordance with the above provisions.

Other insurance

This **Coverage Agreement** will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**. This **Coverage Agreement** will respond in the event the **Covered Party** is otherwise insured incidentally for any **Damages** and **Claims Expenses** which are indemnifiable under this **Coverage Agreement** (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this **Coverage Agreement**).

Onus of proof

In any **Claim**, and in any action, suit or other proceeding to enforce a **Claim** for loss under this **Coverage Agreement** the burden of proving that such loss is not excluded from this **Coverage Agreement** or that the **Covered Party** is not in breach of any of its conditions will be upon the **Covered Party**.

Inspection

Preferred has the right, at its expense, to inspect at any reasonable time any **Location(s)** of the **Covered Party** and kept on file with **Preferred**.

By any such inspection **Preferred** assumes no responsibility for safety of the **Covered Party** property or at any **Location(s)**.

Assignment

No assignment of or change of interest in this **Coverage Agreement** or in any amount payable under it will be binding on or recognized by **Preferred**.

Subrogation

Preferred shall have the right and be entitled to bring proceedings in the **Covered Party's** name to recover for **Preferred's** benefit the amount of any payment made under this **Coverage Agreement**, including its own costs and expenses. **Preferred** shall be entitled to exercise all rights and remedies of the **Covered Party**.

Arbitration

If any dispute, controversy or **Claim** arises out of or in connection with this **Coverage Agreement**, including any question regarding its existence, validity or termination (a - dispute), the parties shall use all reasonable endeavors to resolve the matter amicably. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this **Coverage Agreement** until thirty (30) days after such referral. (b) All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be submitted to the arbitration process set forth in this Section. The arbitration process shall consist of arbitration submitted to any arbitration facility to which the **Covered Party** and **Preferred** mutually agree, in which the arbitration panel shall consist of three (3) disinterested individuals. The arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. Each party shall share equally the expenses of the arbitration process. The arbitration process must be commenced in the state indicated in the **Declarations** as the principal address of the **Covered Party**. The **Covered Party** shall act on behalf of each and every **Covered Party** in connection with any arbitration process under this Section.

Law and Jurisdiction

This **Coverage Agreement** is governed by the laws of the State of Florida and is subject to the provisions of the Arbitration clause.

Interpretation of Terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this **Coverage Agreement** would be in conflict with the public policy, the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Action Against Preferred and Bankruptcy

- A. Except as provided in the provision titled **Arbitration**, no action shall be brought against **Preferred**, unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties** after actual trial and appeal or by written agreement of the **Covered Parties**, the claimant and **Preferred**.
- B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor increase any of the obligations of **Preferred** hereunder.

Authorization Clause

By the acceptance of this **Coverage Agreement**, the **Covered Party** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, and the giving or receiving of any other notice provided for in this **Coverage Agreement**, and all **Covered Parties** agree that the **Covered Party** shall act on their behalf.

Alteration, Assignment and Headings

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent **Preferred** from asserting any right under the terms of this **Coverage Agreement**.
- B. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement**, which is signed by an authorized representative of **Preferred**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

Fraudulent Claim Clause

If the Named Covered Party shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW AND DEADLY WEAPON SAFETY ACTION PLAN WEBINARS ENDORSEMENT

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW:

Preferred hereby agrees to provide the **Covered Party** with access to a Deadly Weapon and Security Vulnerability Post-Underwriting Review, in remote form. The Review will be undertaken by the **Event Responder** (as stated within the **Declarations**) in order to analyze and evaluate the current security protocols of the **Covered Party** as well as highlighting any current exposures, threats and dangers to the **Covered Party** posed by a potential **Deadly Weapon Event**. The **Event Responder** will provide a risk analysis report which will contain, but not be limited to their quantitative findings, qualitative findings and general recommendations to the **Covered Party**. The date of the remote Deadly Weapon and Security Vulnerability Post-Underwriting Review will be arranged directly by the **Event Responder** with the **Covered Party**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the Deadly Weapon and Security Vulnerability Post-Underwriting Review to the **Covered Party** under this **Coverage Agreement**.

DEADLY WEAPON SAFETY ACTION PLAN WEBINARS:

Preferred hereby agrees to provide the **Covered Party** with access to Deadly Weapon Safety Action Plan Webinars which are hosted by the **Event Responder** (as stated within the **Declarations**). The Webinars will include, but not be limited to, information on such topics as: general **Assailant** awareness, incident response, profile of an **Assailant**, how to respond to a **Deadly Weapon Event**, scenario training for an **Assailant** situation, creating an emergency action plan, and awareness of key behaviors that represent pre-incident indicators and characteristics of **Assailant(s)**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the **Deadly Weapon Safety Action Plan Webinars** to the **Covered Party** under this **Coverage Agreement**.

If a word is in boldface, please read the definitions section of the **Coverage Agreement** to which this Endorsement is attached.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT SERVICES ENDORSEMENT

Preferred agrees to pay for expense costs associated with the provision of **Crisis Management Services** which are reasonably and necessarily incurred by the **Covered Party** in connection with a **Deadly Weapon Event**.

The **Crisis Management Services** will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event**, and on the first anniversary date of the **Deadly Weapon Event** if so required.

The services available to the **Covered Party** under this Crisis Management Services Endorsement include, but are not limited to: emergency travel and accommodation for **Covered Person(s)** and their **Immediate Family Members**, child care for the **Immediate Family Members** of **Covered Person(s)**, brand rehabilitation, public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services. At the sole and entire discretion of **Preferred** we will consider other expense costs not listed above which are directly incurred by the **Covered Party** up to a maximum amount of **\$250,000** each and every **Deadly Weapon Event**.

Except with respect only to **Event Responder Fees** as defined in this form, any such expense costs are included within and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040. **Event Responder Fees** will be in addition to the Deadly Weapon Event limit of liability as stated in the PGIT MN-040. For purposes of this endorsement, **Event Responder Fees** shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Crisis Management Services** to the **Covered Party** under this **Coverage Agreement**.

This Endorsement insures **Crisis Management Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to the Crisis Management Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIRCUMSTANCE EXTENSION ENDORSEMENT

Preferred hereby agrees to pay for **Event Responder Fees** associated with the provision of Prevention Services and Crisis Response by the **Event Responder** following any specific **Circumstance**. The **Event Responder** as stated within the **Declarations** is the sole provider of Prevention Services and Crisis Response to the **Named Insured** under this policy.

For the purpose of this Endorsement:

Circumstance shall mean a situation, action, event, behavior, or information received which indicates that a **Deadly Weapon Event** is reasonably likely to occur.

Event Responder Fees shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to the **Underwriters**.

Event Responder Fees incurred under this Endorsement will be in addition to the Deadly Weapon Event limit of liability as stated within the PGIT MN-040.

This Endorsement provides for **Event Responder Fees** incurred in connection with a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance.

The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this Crisis Management Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached. All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Coverage Form to which this Endorsement is attached is amended to additionally insure the **Covered Party** against physical loss or physical damage to **Covered Property** caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**. In the event that fire or sprinkler leakage ensues from a **Deadly Weapon Event**, then this Endorsement will also insure physical loss or physical damage to **Covered Property** caused by that ensuing fire or sprinkler leakage.

This Property Damage Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Property Damage Extension Endorsement shall prevail.

This Endorsement insures physical loss or physical damage caused by a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Property Damage Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, and in conjunction with the recommendations of the **Crisis Management Response Team, Preferred** shall be liable for:

1. The cost to repair, replace or reinstate, with new materials of like kind and quality, any physical loss or physical damage to the **Covered Property**, caused by such **Deadly Weapon Event**. Until replacement has been completed the amount of liability under this Endorsement shall be limited to the **Actual Cash Value** at the time of such **Deadly Weapon Event**.
2. The costs incurred by the **Covered Party** to put up temporary plates or board up openings if repair or replacement of damaged **Glass** is delayed;
3. The costs incurred by the **Covered Party** in the removal from the **Location(s)** of debris of the **Covered Property** damaged as a result of a **Deadly Weapon Event**, and in the clean-up of the **Location(s)**, including biological cleaning and sanitizing, in consequence of a **Deadly Weapon Event**;
4. The costs incurred by the **Covered Party** in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **Deadly Weapon Event**;
5. The costs incurred by the **Covered Party** in replacing locks to external doors if security at the **Location(s)** is compromised in consequence of a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable for more than the Property Damage Extension sublimit shown on PGIT MN-040 for each and every **Deadly Weapon Event**. The limit of liability of this Endorsement is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040.

EXCLUDED PROPERTY

This Property Damage Extension Endorsement does not insure physical loss or physical damage to:

- a) Land or land values;
- b) Aircraft, watercraft or any vehicle that is licensed for highway use;
- c) Animals;
- d) Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **Covered Property**), jewelry, furs, **Fine Arts and Antiques**;
- e) **Electronic Data**;
- f) Any property in transit not at the **Location(s)**.

CONDITIONS

1. **Deadly Weapon Event** -No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, has occurred.
2. Other Insurance -This Endorsement will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**.
3. Subrogation - In the event of any payment under this Endorsement, **Preferred** shall be subrogated to the extent of such payment to all the **Covered Party's** right of recovery therefor. The **Covered Party** shall execute all papers required, shall cooperate with **Preferred** and, upon **Preferred's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. **Preferred** will act in concert with all other interests concerned (including the **Covered Party**) in the exercise of such rights of recovery.
4. Abandonment- There shall be no abandonment to **Preferred** of any property.
5. Inspection and Audit- **Preferred** or its agents shall be permitted but not obligated to inspect the **Covered Party's** property at any time.

EXCLUSIONS

This Property Damage Extension Endorsement does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. 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;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the physical loss or physical damage. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

- d. loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;
- e. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- f. loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by an **Deadly Weapon Event**;
- g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- h. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;
- i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- j.
 - a. Any vehicle not defined as a **Road Vehicle**
 - b. Any weapon mounted (or designed to be mounted) on a vehicle;
 - c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- k. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- l. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen. This exclusion does not, however, apply to physical loss or physical damage to **Insured Property** caused by a substance when used in conjunction with a **Deadly Weapon Event**, or to any biological cleaning or sanitizing in consequence of a **Deadly Weapon Event**, but in no event will this Property Damage Extension Endorsement insure against any cost or expense of decontamination or removal from water, soil, or air of any **Pollutant or Contaminant**;
- m. strikes, labor unrest, riots or civil commotion.

DEFINITIONS

1. **Actual Cash Value** means the cost to repair, replace or reinstate the **Covered Property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **Covered Property**.
2. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this coverage, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **Electronic Data** or the direction and manipulation of electronic data processing equipment.
4. **Fine Arts and Antiques** mean any articles of recognized artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
5. **Glass** means plain plate **Glass**, plain sheet **Glass**, laminated **Glass**, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory;
6. **Covered Property** means:
 - 1) Buildings, structures or detached outbuildings situated at the **Location(s)**, including:
 - a. Completed additions;
 - b. Permanently installed machinery, equipment, and heating boilers;

- c. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
- d. Floor coverings;
- e. **Glass**, wall mirrors, and **Sanitary Ware**.

- 2) Business personal property owned by the **Covered Party**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**, including:
- a. Furniture and fixtures;
 - b. Machinery and equipment not included in 1).b. above, electronic data processing equipment and computers; electronic data processing media;
 - c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 1).c. above;
 - d. **Stock** and tools of the trade.
- 3) Personal property of others which is in the care, custody and control of the **Covered Party** and personal property of others which the **Covered Party** is responsible to insure, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.
- 4) At the option of the **Covered Party**, personal property of **Covered Person(s)**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.

7. **Sanitary Ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.

8. **Stock** means merchandise held for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING SERVICES ENDORSEMENT

Preferred agrees to provide the **Covered Party** with a sub-limit for **Counseling Services** shown in the Declarations of PGIT MN-040 for each and every **Deadly Weapon Event**, to **Covered Person(s)** and to their **Immediate Family Members** in connection with a **Deadly Weapon Event**, provided that the insurance afforded by **Preferred** in respect of such **Counseling Services** is not otherwise prohibited by any law or statute of any applicable jurisdiction.

This Endorsement additionally includes expense costs associated with the provision of such **Counseling Services** to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services, and to their respective **Immediate Family Members**. It is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party. It is further understood and agreed that Exclusion L of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement.

This sub-limit of expense costs is inclusive of all medical consultant fees and all associated expenses. Furthermore this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated within PGIT MN-040.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Counseling Services** to the **Covered Party** under this policy. The **Event Responder** will arrange the respective **Counseling Services** in conjunction with the **Covered Party**.

This Endorsement insures **Counseling Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Counseling Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL EXPENSES ENDORSEMENT

Preferred at no additional premium hereby agrees to provide the **Covered Party** with a sub-limit for Funeral Expenses as listed in PGIT MN-040 for each and every **Deadly Weapon Event** for expense costs in connection with a **Deadly Weapon Event**. Such expense costs are additionally sub-limited to an amount of \$15,000 for each deceased person.

This Endorsement additionally includes expense costs associated with the provision of such **Funeral Expenses** of employees of the **Covered Party**, or of employees of any third party with whom the **Covered Party** has contracted for services, and it is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Funeral Expenses Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party.

This sub-limit of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s). Furthermore, this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated PGIT MN-040.

The Event Responder as stated within the **Declarations** will arrange the respective funeral provisions in conjunction with the **Covered Party**.

This Endorsement insures **Funeral Expenses** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the **Deadly Weapon** Protection Coverage Form to which this Endorsement is attached does not apply to this Funeral Expenses Endorsement. Similarly, any other terms in the **Deadly Weapon** Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION ENDORSEMENT

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Covered Party** for loss resulting from necessary Interruption of Business caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**.

This Business Interruption Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Business Interruption Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Business Interruption Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, **Preferred** shall be liable for the actual loss sustained by the **Covered Party** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of **Normal** charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable under this Endorsement for more than the Deadly Weapon Limit of Liability as stated in PGIT MN-040 in respect of each and every **Deadly Weapon Event**.

EXCLUSIONS

This Business Interruption Extension does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. 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;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the Interruption of Business. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;
- d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Covered Party**, or any such property owned by others in the **Covered**

Party's care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

- e. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such loss results directly from the covered Interruption of Business, and then **Preferred** shall be liable for only such loss as affects the **Covered Party's** earnings during, and limited to, the **Period of Indemnity** covered under this **Coverage Agreement**;
- f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically covered by this Endorsement and provided that such loss results directly from the covered Interruption of Business;
- g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- h. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- i. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;
- j. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- k.
 - a. Any vehicle not defined as a **Road Vehicle**
 - b. Any weapon mounted (or designed to be mounted) on a vehicle;
- c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labor unrest, riots or civil commotion.

LIMITATIONS

Preferred shall not be liable for more than the smaller of either:

- a) any specific Business Interruption Sum Insured stated in the **Declarations**, or
- b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit, in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Deadly Weapon Event** at such **Location(s)**.

DEFINITIONS

- 1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

2. **Gross Earnings** mean:

- a. the total earnings derived from the operations of the **Covered Party's** business which the **Covered Party** would have earned during the **Period of Indemnity**, had there not have been a **Deadly Weapon Event**.
- b. the reasonable and necessary costs and expenses that the **Covered Party** incurs in using any property or service owned or controlled by the **Covered Party**, or obtainable from any other sources, all whether at the **Location(s)** of the **Covered Party** or at any other location, during the **Period of Indemnity** covered under this **Coverage Agreement**, due to a **Deadly Weapon Event** occurring during the **Agreement Period**.
- c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Covered Party** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with a **Deadly Weapon Event** occurring during the **Agreement Period**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.

In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the **Covered Party**, due consideration shall be given to the experience of the **Covered Party's** business prior to the date of a **Deadly Weapon Event** and the probable experience thereafter had no **Deadly Weapon Event** occurred.

No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

4. **Period of Indemnity** means a period of time not to exceed the lesser of:

- a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event** , or
- b. 365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Covered Party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This Business Interruption Extension Endorsement is extended to include any such loss as covered by this Endorsement which is sustained by the **Covered Party** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEMOLITION, CLEARANCE AND MEMORIALIZATION EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary costs, as described below, incurred by the **Covered Party** as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form:

- 1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Location(s)** of the **Covered Party** which has been the location of a **Deadly Weapon Event** covered under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Deadly Weapon Event**;
- 2) The costs incurred in the removal from the **Location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Location(s)**.
- 3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Deadly Weapon Event**.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Demolition, Clearance, and Memorialization Costs Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialization Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

- a) USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.
- b) The amount(s) actually incurred by the **Covered Party** in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

EXCLUSION

This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure loss which is otherwise covered by the Property Damage Extension Endorsement which is attached to and forms part of the Deadly Weapon Protection Coverage Form.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary **Extra Expense**, incurred by the **Covered Party** in order to continue as nearly as practicable the **Normal** conduct of the **Covered Party's** business following and as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form.

In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this **Extra Expense** Extension Endorsement shall prevail.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this **Extra Expense** Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the Policy to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement is USD \$250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Period of Insurance**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

CONDITIONS

- 1. Deadly Weapon Event**
No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to **Extra Expense**, has occurred.
- 2. Salvage**
At the end of the **Period of Restoration**, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of the amount of **Extra Expense** insured by this Endorsement.
- 3. Other Insurance**
This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.
- 4. Resumption of Operations**
The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing **Extra Expense** to be incurred.

EXCLUSIONS

This **Extra Expense** Endorsement does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. 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;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the **Deadly Weapon Event**;
- d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;
- e. increase in **Extra Expense** caused by the suspension, lapse, or cancellation of any lease, license, contract, or order;
- f. increase in **Extra Expense** caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**; fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- h. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;
- i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- j.
 - (i) Any vehicle not defined as a **Road Vehicle**;
 - (ii) Any weapon mounted (or designed to be mounted) on a vehicle;
 - (iii) Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labor unrest, riots or civil commotion
- o. loss of earnings or any other consequential loss.

EXTENSION

This **Extra Expense** Extension Endorsement is extended to include any such **Extra Expense** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSES ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended as follows:

COVERAGE: We will reimburse you for payments made by you to an **eligible person**, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the **eligible person** as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the scheduled location(s).

CONDITIONS (applicable to this Section):

1. **Notice of Claim**
Written notice of claim must be given to us within thirty (30) days after the occurrence of the eligible person's physical injury due to a covered accident, or as soon as is reasonably possible thereafter.
2. **Physical Examination**
We have the right and opportunity, at our own expense, to examine the eligible person when and as often as we may reasonably require, where it is not prohibited by law.
3. **Proof of Loss**
Written proof of loss must be furnished to us within ninety (90) days after the date of the eligible person's physical injury due to a covered accident. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

LIMIT OF LIABILITY:

Preferred's maximum liability for loss under this Endorsement shall not exceed the following amounts:

1. USD \$25,000 for each **eligible person** in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 and is subject to the deductible.

EXCLUSIONS (applicable to this Section): This Section will not reimburse medical expenses for any loss which is caused by or results from:

1. bodily injury to the assailant of the deadly weapon event;
2. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
3. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCIDENTAL DEATH & DISMEMBERMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended as follows:

COVERAGE: We will pay up to the limit of liability described below for **covered loss** or **covered injury to eligible person** resulting from an **accident** directly caused by a deadly weapon event occurring at any of the scheduled location(s).

CONDITIONS (applicable to this Section):

1. **Notice of Claim**
Written notice of claim must be given to us within thirty (30) days after the occurrence of the **eligible person's** covered loss, or as soon as is reasonably possible thereafter.
2. **Claim forms**
We will send claim forms to the **eligible person** upon receipt of a written claim from them. If such claim forms are not sent within thirty (30) days after we received such notice the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time period stipulated in Condition 5 'Proof of Loss' for proof of loss, written proof covering the occurrence, the character and the extent of loss for which claim is made. The notice should include the eligible person's name, your name, and your Policy number (if known). Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.
3. **Payment of Claims**
All payments will be paid to the **covered party** in reimbursement of payments made by the **covered party** directly to the **eligible person** (or their representative, heirs, or assigns) in accordance with the terms and conditions of this endorsement. Any payment we make in good faith full discharges out liability to the extent of the payment made.
4. **Physical Examination and Autopsy**
We have the right and opportunity, at our own expense, to examine the eligible person when and as often as we may reasonably require while a claim is pending and to make an autopsy in the case of death, where it is not prohibited by law.
5. **Proof of loss**
Written proof of loss must be furnished to us within ninety (90) days after the date of the eligible person's physical injury due to a covered accident. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement shall not exceed the following amounts:

1. USD \$50,000 maximum for each **eligible person** in respect of each and every **Deadly Weapon Event** and not for more than USD \$1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 and is subject to the deductible.

EXCLUSIONS (applicable to this Section): This Section will not reimburse medical expenses for any loss which is caused by or results from:

1. bodily injury to the assailant of the deadly weapon event;
2. intentionally self-inflicted injury or suicide, or any attempt thereof, whether sane or insane;
3. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

DEFINITIONS (applicable to this Section):

1. **Accident** (or accidental) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the eligible person is covered under this insurance.

2. Brain death means irreversible unconsciousness, resulting directly and independently of all other causes from and within twelve (12) months of a covered loss, manifested by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.
3. Coma means a profound state of unconsciousness from which the eligible person is not likely to be aroused through powerful stimulation. The coma must begin within 30 days of the covered loss, continue for one hundred and eighty (180) consecutive days and must be diagnosed and treated regularly by a physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a covered injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that covered loss.
4. Covered accident means an accident directly caused by a deadly weapon event which results in a covered loss.
5. Covered injury means accidental bodily injury:
 - i. which is sustained by an eligible person as a direct result of an unintended, unanticipated accident that occurs while the eligible person's coverage under this insurance is in force, and
 - ii. which results directly and independently from all other causes from a covered accident (independent of disease, bodily infirmity or any other cause) which causes a covered loss. The covered injury must be caused through accidental means. All injuries sustained by an eligible person in any one accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
6. Covered loss means one or more of the following, resulting from a covered accident or covered injury, and for which coverage is provided under this Section: i. Loss of life. ii. Loss of hand or foot. iii. Loss of use of hand or foot. iv. Loss of sight. v. Loss of speech. vi. Loss of hearing (in both ears). vii. Loss of thumb and index finger or loss of four fingers. viii. Loss of toes. ix. Quadriplegia. x. Paraplegia. xi. Hemiplegia. xii. Uniplegia (or monoplegia). xiii. Coma. xiv. Brain death.
7. Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.
8. Immediate family member means a person who is related to the eligible person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
9. Loss of hand or foot means a complete severance through or above the wrist or ankle joint.
10. Loss of hearing (in both ears) means the total and permanent inability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.
11. Loss of sight means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
12. Loss of speech means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
13. Loss of thumb and index finger or loss of four fingers means the complete severance through or above the metacarpophalangeal joints.
14. Loss of toes means the complete severance through the metatarsophalangeal joints.
15. Loss of use of hand or foot means total loss of all ability to move the hand or foot within twelve (12) months of a covered loss, that continues for twelve (12) months and is expected to continue for the remainder of the eligible person(s)' lifetime.
16. Paralysis means quadriplegia, paraplegia, hemiplegia or uniplegia that is expected to last for a continuous period of twelve (12) months or more from the earlier of the date of the accident causing paralysis or the date of the diagnosis.
17. Physician means a United States-licensed health care provider practicing in the United States of America within the scope of his license and rendering care and treatment to the eligible person's that is appropriate for the condition and locality, and who is not: i. the eligible person; ii. an immediate family member of either the eligible person or the eligible person's spouse; iii. a person living in the eligible person's household; iv. a person employed or retained by you; or v. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
18. Paraplegia means the complete and irreversible paralysis of both lower limbs or of both upper limbs.
19. Quadriplegia means the complete and irreversible paralysis of both upper and lower limbs.
20. Severance means complete separation and dismemberment of the part of the body.
21. Uniplegia (or monoplegia) means the complete and irreversible paralysis of one limb.

All other terms, conditions and exclusions of this policy remain unchanged.



PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by an X.

| Coverage | Limit of Coverage | Deductible |
|---|-------------------|------------|
| <input checked="" type="checkbox"/> Employee Dishonesty Per Loss Coverage | \$250,000 | \$1,000 |
| <input checked="" type="checkbox"/> Forgery or Alteration Coverage | \$250,000 | \$1,000 |
| <input checked="" type="checkbox"/> Theft, Disappearance and Destruction Coverage – Inside | \$250,000 | \$1,000 |
| <input checked="" type="checkbox"/> Theft, Disappearance and Destruction Coverage – Outside | \$250,000 | \$1,000 |
| <input checked="" type="checkbox"/> Computer Fraud Coverage (Including Funds Transfer) | \$250,000 | \$1,000 |

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: \$ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY

GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)

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

Throughout this Coverage Agreement the words "you" and "your" refer to the named Covered Party shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

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

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit is shown in the Declarations:

1. Employee Dishonesty - Per Loss Coverage

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

We will pay for loss caused to the Covered Party through the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent; or
- that are purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

c. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

3. Theft, Disappearance, and Destruction - Inside The Premises

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft," disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Theft, Disappearance, and Destruction - Outside The Premises

a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

5. Computer Fraud, including Funds Transfer

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises."

B. Limit Of Coverage

The most we will pay for loss in any one "occurrence" is the applicable Limit of Coverage shown in the Declarations.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

D. Exclusions

1. This coverage does not apply to:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;
except when covered under Coverage Agreement **A.1**.

c. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

d. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property."
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

- e. Legal Expenses**
Expenses related to any legal action, except when covered under Coverage Agreement **A.2**.
 - f. Nuclear**
Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
 - g. War And Similar Actions**
Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- 2. Coverage Agreement A.1. does not apply to:**
- a. Bonded Employees**
Loss caused by any "employee" required by law to be individually bonded.
 - b. Employees Cancelled Under Prior Insurance**
Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior coverage has been cancelled and not reinstated since the last such cancellation.
 - c. Inventory Shortages**
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
 - d. Trading**
Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.
- 3. Coverage Agreements A.3. and A.4. do not apply to:**
- a. Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
 - b. Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. Fire**
Loss resulting from fire, however caused, except:
 - (1) Loss of or damage to "money" and "securities"; and
 - (2) Loss from damage to a safe or vault.
 - d. Money Operated Devices**
Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 - e. Motor Vehicles Or Equipment And Accessories**
Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
 - f. Transfer Or Surrender Of Property**
 - (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person; or
 - (c) As a result of a threat to do damage to any property.

(2) But, this Exclusion does not apply under Coverage Agreement A.4. to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement A.5. does not apply to:

a. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

c. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

E. Conditions

The following conditions apply in addition to the Common Agreement Conditions:

1. Conditions Applicable To All Coverage Agreements

a. Cancellation As To Any Employee

This coverage is cancelled as to any "employee":

(1) Immediately upon discovery by:

- (a) You; or
- (b) Any official or employee authorized to manage, govern or control your "employees" who is not in collusion with the "employee";
of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first named Covered Party. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first named Covered Party's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Concealment, Misrepresentation Or Fraud

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

- (1) This coverage;
- (2) The property covered under this coverage;
- (3) Your interest in the property covered under this coverage; or
- (4) A claim under this coverage.

c. Discovery

- (1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:

(a) During the agreement period shown in the Declarations; or

(b) During the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**

- (2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this coverage has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a loss covered under this coverage.

d. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money," "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement **A.1.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Give us a detailed, sworn proof of loss within 120 days.
- (4) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plan(s)

- (1) The employee benefit plan(s) shown in the Declarations are included as Covered Parties under Coverage Agreement **A.1.**
- (2) Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.
- (3) The Deductible Amount applicable to Coverage Agreement **A.1.** does not apply to loss sustained by any employee benefit plan(s) .

f. Extended Period To Discover Loss

- (1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you no later than 60 days from the date of that termination or cancellation.
- (2) However, this extended period to discover loss terminates immediately upon the effective date of any other coverage obtained by you replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

g. Joint Covered Party

- (1) If more than one Covered Party is named in the Declarations, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this coverage. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.

- (2) If any Covered Party or official of that Covered Party has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Covered Party.
- (3) An "employee" of any Covered Party is considered to be an "employee" of every Covered Party.
- (4) If this coverage or any of its coverages is cancelled or terminated as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**
However, this extended period to discover loss terminates as to that Covered Party immediately upon the effective date of any other coverage obtained by that Covered Party replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.
- (5) We will not pay more for loss sustained by more than one Covered Party than the amount we would pay if all the loss had been sustained by one Covered Party.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

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

j. Loss Covered Under More Than One Coverage Of This Agreement

If two or more coverages of this agreement apply to the same loss, we will pay the lesser of:

- (1) The actual amount of loss; or
- (2) The sum of the Limits of Coverage applicable to those coverages.

k. Non-Cumulation Of Limit Of Coverage

Regardless of the number of years this agreement remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or agreement period to agreement period.

l. Ownership Of Property; Interests Covered

The property covered under this agreement is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable.

However, this agreement is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this agreement must be presented by you.

m. Records

You must keep records of all property covered under this agreement so we can verify the amount of any loss.

n. Recoveries

- (1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this agreement will be distributed as follows:
 - (a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;
 - (b) Then to us, until we are reimbursed for the settlement made; and

(c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

o. Subrogation

- (1) In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
- (2) You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

p. Territory

This Coverage Agreement covers acts committed or events occurring within the United States of America (including its territories and possessions) and Puerto Rico.

q. Valuation - Settlement

(1) Subject to Section B. Limit Of Coverage, we will pay for:

- (a) Loss of "money" but only up to and including its face value.
- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - [1] Value of the "securities" at the close of business on the day the loss was discovered; or
 - [2] Limit of Coverage.
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Coverage applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

- (iv) Until the lost or damaged property is actually repaired or replaced; and
- (v) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.2.**

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement **A.4.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.5.**

F. Definitions

- 1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 2. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- 3. "Custodian" means you or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.
- 4. "Employee":
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
 while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) covered under this agreement; and
 - (b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) covered under this agreement;
- (5) Any natural person who is a former official, "employee," representative or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises."
- b. "Employee" does not mean any agent, independent contractor or representative of the same general character.
- 5. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 6. "Fraudulent Instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Coverage Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- 7. "Funds" means "money" and "securities."
- 8. "Messenger" means you or any "employee" while having care and custody of property outside the "premises."
- 9. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 10. "Occurrence" means:
 - a. As respects Coverage Agreement **A.1.**, all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.
 - b. As respects Coverage Agreement **A.4.**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

c. As respects all other Coverage Agreements:

- (1)** An act or series of related acts involving one or more persons; or
 - (2)** An act or event, or a series of related acts or events not involving any person.
- 11.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this agreement.
 - 12.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
 - 13.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a.** Caused or threatened to cause that person bodily harm; or
 - b.** Committed an obviously unlawful act witnessed by that person.
 - 14.** "Safe burglary" means the unlawful taking of:
 - a.** Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b.** A safe or vault from inside the "premises."
 - 15.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money."
 - 16.** "Theft" means the unlawful taking of "money," "securities" or "other property" to the deprivation of the Covered Party.
 - 17.** "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a.** By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b.** By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
 - 18.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300** and the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200**

I. The coverage does not apply:

A. Under any Liability Coverage, to “bodily injury” or “property damage”:

1. With respect to which a “Covered Party” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) 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 “Covered Party” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.

C. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from the “hazardous properties” of “nuclear material,” if:

1. The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, a “Covered Party” or (b) has been discharged or dispersed therefrom;
2. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a “Covered Party”; or
3. The “bodily injury” or “property damage” arises out of the furnishing by a “Covered Party” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereof.

II. As used in this endorsement:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material,” “special nuclear material” or “by-product material”;

“Source material,” “special nuclear material,” and “by-product material” have the meanings given them 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 to exposed to radiation in a “nuclear reactor;”

“Waste” means any waste material (a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility.”

“Nuclear facility” means:

1. Any “nuclear reactor”;
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing “spent fuel,” or (c) handling, processing or package “waste”;
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “Covered Party” 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;
4. 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.

“Property damage” includes all form of radioactive contamination of property.

PUBLIC ENTITY

PFAS CHEMICALS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following:

ALL LIABILITY COVERAGE PARTS AND FORMS

- I. The coverage does not apply to:
 - A. **Bodily injury or Property Damage** arising out of, resulting from, or alleging the actual, alleged, or threatened exposure to, contact with, existence of, inhalation or absorption of any **PFAS** group of manufactured chemicals; or
 - B. Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of any PFAS by any **covered party** or any other person or organization.

- II. As used in this endorsement:
 - A. **PFAS** means the Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the **PFAS** sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

All other terms and conditions of the policy shall remain unchanged.



PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**

Where indicated by (X) below, coverage applies to the subdivision or an agency of the state of Florida or a mortgagee/bondholder as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 and 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operation, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

X ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

X ADDITIONAL COVERED PARTY – MORTGAGEE or BONDHOLDER

SECTION II - WHO IS A COVERED PARTY is amended to include any mortgagee or bondholder (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written contract to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operations on the premises owned by the Covered Party, in which said Additional Covered Party possesses an interest.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written contract was executed prior to the occurrence of the "bodily injury," "property damage," "personal injury" or "advertising injury" for which coverage is sought
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

Notwithstanding any other provision of this agreement, with the sole exception of that coverage extended to a mortgagee or bondholder, this endorsement extends coverage to an Additional Covered Party, only in the event that said entity is a subdivision or agency of the state of Florida, within the contemplation of *Section 768.28, Florida Statutes*, and entitled to the privileges, immunities and protections afforded by said statute. Neither the Covered Party, Additional Covered Party nor the Trust waive any of the privileges, immunities and protections afforded by the doctrine of sovereign immunity or *Section 768.28, Florida Statutes*.

Inland Marine Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

AGENCY: Risk Management Associates, Inc.

| Item # | Description | Serial Number | Classification Code | Effective Date | Value | Deductible |
|--------|--|-------------------------|--|----------------|--------------|------------|
| | | | | Term Date | | |
| 001 | Blanket Unscheduled items | | Blanket Unscheduled | 10/01/2023 | \$550,000.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 002 | QT Pod - Credit Card Machine Fuel Farm | 128 Authority Lane | Electronic Data Processing Equipment - RC | 10/01/2023 | \$30,000.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 003 | Portable Runway Marker on Trailer | 991525 | Contractor's / Mobile Equipment - Agreed Value | 10/01/2023 | \$25,600.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 004 | Portable Runway Marker on Trailer | 991527 | Contractor's / Mobile Equipment - Agreed Value | 10/01/2023 | \$25,600.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 005 | 2019 Wanco Airfield Lighted X Model WRTC | 5F14D1515K100211 1 | Contractor's / Mobile Equipment - Agreed Value | 10/01/2023 | \$25,600.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 006 | 2019 Wanco Airfield Lighted X Model WRTC | F14D1515K1002112 | Contractor's / Mobile Equipment - Agreed Value | 10/01/2023 | \$25,600.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 007 | 2012 Tradewinds 25KW Portable Generator | YA3-606317-004365 42 | Contractor's / Mobile Equipment - Agreed Value | 10/01/2023 | \$25,500.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 008 | Unscheduled items | | Rented, Borrowed, Leased Equipment - ACV | 10/01/2023 | \$50,000.00 | \$5,000 |
| | | | | 10/01/2024 | | |
| 009 | Tesla Car Chargers STMR Model 1023049 | ID-20098-1023049 | Other Inland Marine - Agreed Value | 10/01/2023 | \$15,000.00 | \$1,000 |
| | | | | 10/01/2024 | | |

| | |
|--------------|---------------------|
| Total | \$772,900.00 |
|--------------|---------------------|



Property Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

AGENCY: Risk Management Associates, Inc.

| Loc # | Description | Address | Const Type | Eff. Date | Term. Date | Building Value | Contents value |
|-------|---|---|----------------------------------|------------|------------|----------------|----------------|
| 001 | Terminal/Admin Bldg #1 | 128 Authority Lane Sebring Florida 33870 | 119 - JM | 10/01/2023 | 10/01/2024 | \$4,797,980 | \$792,500 |
| 002 | Control Tower | 128 Authority Lane Sebring Florida 33870 | 236 - Broadcast Towers | 10/01/2023 | 10/01/2024 | \$269,390 | \$5,000 |
| 003 | Sign Entrance | Haywood Taylor Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$55,000 | \$0 |
| 004 | Wrought Iron Fence | 128 Authority Lane Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$12,100 | \$0 |
| 005 | Airport Perimeter Security Fencing | 128 Authority Lane Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$220,000 | \$0 |
| 006 | 3 Coil Barbwire Cattle Fence | 128 Authority Lane Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$698,500 | \$0 |
| 007 | Weather Observation Instructment (AWOS) | 128 Authority Lane Sebring Florida 33870 | 237 - Observation Tower | 10/01/2023 | 10/01/2024 | \$192,500 | \$0 |
| 008 | Rotating Beacon & Tower | 128 Authority Lane Sebring Florida 33870 | 236 - Broadcast Towers | 10/01/2023 | 10/01/2024 | \$49,500 | \$0 |
| 009 | 250KW Generator | 128 Authority Lane Sebring Florida 33870 | 244 - Mechanical Equipment | 10/01/2023 | 10/01/2024 | \$89,320 | \$0 |
| 010 | Industrial Railroad Spur (1) with Multiple tracks | 128 Authority Lane Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$1,144,330 | \$0 |

| Loc # | Description | Address | Const Type | Eff. Date | Term. Date | Building Value | Contents value |
|-------|--|---|------------------------------------|------------|------------|----------------|----------------|
| 011 | 12000 Gal Storage Tank (Jet A) including master electrical control system andd | 128 Authority Lane Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$220,000 | \$0 |
| 012 | 12000 Gal Storage Tank (AV Gas) | 128 Authority Lane Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$220,000 | \$0 |
| 013 | 1000 Gal Storage Tank (Unleaded) | 128 Authority Lane Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$41,250 | \$0 |
| 014 | 1000 Gal Storage Tank (Diesel) | 128 Authority Lane Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$41,250 | \$0 |
| 015 | 500 Gal Storage Tank (Diesel)(SRAC Gen) | 128 Authority Lane Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$19,910 | \$0 |
| 016 | 5000 Gal Storage Tank (Jet A)(APBR) | 29 South Boulevard Sebring Florida 33870 | 225 - Elevated Liquid Storage Tank | 10/01/2023 | 10/01/2024 | \$41,250 | \$0 |
| 017 | Building #22 including Paint Booth | 29536 Flying Fortess Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$3,276,680 | \$15,000 |
| 018 | Building #36 Carter Aircraft | 201 Challenger Drive Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$879,230 | \$0 |
| 019 | Building #50 | 8200 Haywood Taylor Blvd Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$5,829,230 | \$0 |
| 020 | Building #60 | 150 Beech lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$2,516,800 | \$0 |
| 021 | Building #103 Commerical Hangar | 5,7,9,11,13 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$2,420,000 | \$0 |
| 022 | Building #104 Commerical Hangar | 440,442,444,446 Hendricks Field Way Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$1,649,120 | \$0 |
| 023 | Signs at Comm Hangar Building #103 & #104 | Webster Turn Drive Sebring Florida 33870 | 102 - PITO | 10/01/2023 | 10/01/2024 | \$33,000 | \$0 |

| Loc # | Description | Address | Const Type | Eff. Date | Term. Date | Building Value | Contents value |
|-------|----------------------------------|--|------------|------------|------------|----------------|----------------|
| 024 | Building #727 Leather Tannery | 429 Webster Turn Drive Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$933,130 | \$0 |
| 025 | Building #735 | 185 Sabre Drive Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$1,333,750 | \$0 |
| 026 | T Hangar building #99 | 15 Crosley lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$627,330 | \$0 |
| 027 | T Hangar building #100 | 17 Crosley lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$627,330 | \$0 |
| 028 | T-Hangar Building #101 | 11 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |
| 029 | T-Hanger Building #102 | 63 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |
| 030 | T-Hangar building #105 | 16 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |
| 031 | T-Hangar building #106 | 18 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |
| 032 | T-Hangar building #107 | 20 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |
| 033 | T-Hangar building #108 | 22 Crosley Lane Sebring Florida 33870 | 152 - NC | 10/01/2023 | 10/01/2024 | \$349,690 | \$0 |

| | | |
|--------------|-----------------|-----------|
| Total | \$30,336,020 | \$812,500 |
| TIV | \$31,148,520.00 | |



Vehicle Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: Sebring Airport Authority

AGREEMENT NO.: PK FL1 0284850 23-20

AGENCY: Risk Management Associates, Inc.

| Unit# | Make | Model/Description | Department | AL Eff | Comp Ded | Comp Eff | Comp Term | Value |
|-------|---------------|---------------------------------|--------------|------------|----------|------------|------------|-------------------|
| | Year | VIN # | Vehicle Type | AL Term | Coll Ded | Coll Eff | Coll Term | Valuation Type |
| 001 | Freightliner | Avgas Refueler | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$50,000 |
| | 2003 | 1FVABSAJ13HK65613 | Heavy Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 002 | International | Jet Refueler | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$60,000 |
| | 2002 | 1HTSDAAR52H514448 | Heavy Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 003 | International | Jet Refueler | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$60,000 |
| | 2002 | 1HTSDAAR52H403091 | Heavy Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 004 | Chevrolet | Tahoe | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$47,000 |
| | 2014 | 1GNSKAE02ER235527 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 005 | Ford | Explorer | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$36,041 |
| | 2017 | 1FM5K8DH3HGA14813 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 006 | Ford | Superduty 4x4 | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$31,660 |
| | 2017 | 1FTBF2867HEE85921 | Medium Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 007 | Chevrolet | Tahoe | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$49,965 |
| | 2018 | 1GNSKBKC7JR359839 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 008 | Freightliner | 4900 (5000 gallon jet refueler) | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$95,000 |
| | 1997 | 1FV6JFAB5VL858567 | Heavy Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Agreed Value |

| Unit# | Make | Model/Description | Department | AL Eff | Comp Ded | Comp Eff | Comp Term | Value |
|-------|---------|--------------------|--------------|------------|----------|------------|------------|-------------------|
| | Year | VIN # | Vehicle Type | AL Term | Coll Ded | Coll Eff | Coll Term | Valuation Type |
| 009 | Ford | Explorer XLT | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$45,000 |
| | 2023 | 1FMSK7DZH0PGA00623 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 010 | Ford | Explorer XLT | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$45,596 |
| | 2023 | 1FMSK8DH9PGA00724 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 011 | Ford | Explorer 4D | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$35,106 |
| | 2023 | 1FMSK7BH3PGA34722 | Light Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Actual Cash Value |
| 012 | Oshkosh | TA-1500 | | 10/01/2023 | 1,000 | 10/01/2023 | 10/01/2024 | \$300,000 |
| | 1992 | 10T9L5BH9N1045644 | Heavy Truck | 10/01/2024 | 1,000 | 10/01/2023 | 10/01/2024 | Agreed Value |

| | |
|--------------|---------------------|
| Total | \$855,368.00 |
|--------------|---------------------|



CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

P.O. Box 614004

Orlando, FL 32861-4004

Toll Free: 1-800-237-6617

Local: 321-832-1400

Fax : 1-321-832-1717

www.pgcs-tpa.com

There are four ways to report a claim:

- **24/7 Online @ www.pgcs-tpa.com , you must register for this service on the website**
- **Call 800-237-6617 - during office hours of 8am to 5pm Monday through Friday**
- **Fax 321-832-1448**
- **Email to LiabilityClaims@pgcs-tpa.com**



Professionally administered by Public Risk Underwriters of Florida



Public Risk Underwriters

Insurance Solutions for Public Entities



Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:

- Underwriting - Margaret Gross 321-832-1506
- Operations – Sarah Fugate 321-832-1451
- Marketing – Kurt Heyman 321-832-1455

AmeriSys

AmeriSys provides superior medical management programs which focus on getting employees back to work and reducing costs. AmeriSys works closely with PGCS from the onset of the claim for a seamless claim process.

AmeriSys Services:

- Field Nurse Case Management
- Telephonic Nurse Case Management
- Cost Containment/ Medical Bill Review
- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental Claims Services

Preferred’s claims administrator is PGCS. With more than 25 years of claims experience, PGCS is Florida’s foremost governmental third-party administration company. The cornerstones of our claims administration are communication, quick access and sound return-to-work policies.

Report a Preferred Claim

Workers’ Compensation:

- Phone: 800-237-6617 (24/7 claim reporting)
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: WCclaims@pgcs-tpa.com

Liability & Property:

- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: Liabilityclaims@pgcs-tpa.com
- Hurricane claims: Hurricane@pgcs-tpa.com

Engle Martin works closely with PGCS to provide field adjusting services on all property claims.

Report Worker’s Compensation Fraud: PGCS maintains a Special Investigative Unit (SIU) to pursue fraudulent claims. All calls are strictly confidential.

- Phone: 833-FRAUD74 (833-372-8374)

Deadly Weapon Event: 24 hr. Crisis Management Response

860-677-3790 – CrisisRisk Strategies LLC

Loss Control Services Provided by Public Risk Underwriters of Florida

As a Member of Preferred you are encouraged to take advantage of the many Loss Control and Risk Management services available to you at no cost. We provide onsite consultations, onsite training, the Preferred TIPS Matching Grant program, an online training platform with over 600 courses available and a streaming video library with over 600 easy to access training videos. If you have any questions regarding any kind of safety, loss control and/ or risk management issue, please do not hesitate to contact your Preferred Loss Control Consultant.

Southeast Region: Chris Kittleson, Director of Loss Control Technical Services / Cell: 321-525-0353 /email: ckittleson@publicrisk.com

Southwest Region: Pam Hancock, Senior Safety & Risk Management Consultant/ Cell: 321-960-3432/ email: phancock@publicrisk.com

Panhandle & Central Region: Mike Marinan, Director of Member Services/ Cell: 407-725-6858/ Office: 321-832-1473/ email: mmarinan@publicrisk.com

Support: Mike Stephens, Senior Loss Control Specialist/ Office: 321-832-1658/ email: mstephens@publicrisk.com

IMPORTANT INFORMATION REQUIRED UNDER THE FLORIDA SURPLUS LINES LAW AS IMPLEMENTED IN HOUSE BILL 853.

“THIS INSURANCE IS BASED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”

Please check all that apply to this policy:

“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”

“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”

Surplus Lines Agent:

Robin Lee Russell, License # A295946

Risk Management Associates, Inc. DBA Public Risk Insurance Advisors

P O Box 2416

Daytona Beach, FL 32115

Producing Agent Name/License #: _____

Producing Agent Address: 300 North Beach Street, Daytona Beach, FL 32114

Quarter: _____

Tax: _____

Premium: _____

Other Fees: _____

FLSO Service Fee: _____

FLSO Conf #: _____

This insurance is issued pursuant to Florida Surplus Lines Law. Persons insured by Surplus Lines Carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Surplus Lines Agent’s Countersignature:

Robin Lee Russell

“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”



Richmond National Insurance Company
 3951 Westerre Parkway, Suite 200
 Richmond, VA 23233

DECLARATIONS

**PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT
 PRACTICES LIABILITY COVERAGE
 THIS IS A CLAIMS MADE AND REPORTED POLICY**

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD, BUT NO LATER THAN THIRTY (30) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE FOR A WRONGFUL ACT COMMITTED, ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

In consideration of the payment of the Premium, and in reliance on all the statements made and the information contained in the Application(s) and all materials submitted in support of the Application(s) and subject to all the terms and conditions of this Policy, Richmond National Insurance Company agrees with the First Named Insured to provide the insurance as stated in this Policy.

Policy Number: RN-7-0327176

Renewal of Policy Number: RN-7-0324746

| | | |
|---|--|----------------------|
| Item 1. First Named Insured and Address: | Sebring Airport Authority Public Officials 128 Authority Lane Sebring, FL 33870 | |
| Item 2. Policy Period: | 10/1/2023 - 10/1/2024 12:01 A.M. standard time at the address of the First Named Insured as shown above | |
| Item 3. Retroactive Date: | Full Prior Acts | |
| Item 4. Limits of Insurance: | \$1,000,000 | Each Claim |
| | \$1,000,000 | Annual Aggregate |
| Item 5. Deductible: | \$2,500 | Per Claim |
| Item 6. Annual Premium: | \$8,143 | Total Annual Premium |
| | \$100 | Company Fee |
| Item 7. Producer Name and Address: | Apex Insurance Agency, LLC 307 Fellowship Road, Suite 207 Mt. Laurel, NJ 08054 | |
| Item 8. Forms and Endorsements: | Forms and Endorsements applying to this coverage are made a part of the policy at time of issue. See: RNIL 1034 0223 Schedule of Forms and Endorsements | |

This Declarations Page, together with the completed and signed Application(s) including all materials, attachments and exhibits thereto, and the Policy and any endorsements shall constitute the contract between the First Named Insured and Richmond National Insurance Company

9/19/2023

By: _____

Date

AUTHORIZED REPRESENTATIVE



RICHMOND NATIONAL INSURANCE COMPANY FLORIDA POLICYHOLDER NOTICE

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT
APPROVED BY ANY FLORIDA REGULATORY AGENCY.**



IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

The state of Florida requires an insurer to make a telephone number available for policyholders to present inquiries or obtain information about coverage, and to provide assistance in resolving complaints.

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have any additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Richmond National Insurance Company

Legal Department

Call: (804) 256-0525

Email: legal@richmondnational.com

Mail: 3951 Westerre Parkway, Suite 200, Richmond, VA, 23233

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Florida Department of Financial Services, Consumer Protection Division at:

Florida Department of Financial Services

Consumer Protection Division

Within the state of Florida: 1-877-693-5236

Outside the state of Florida: (850) 413-3089

**Operators will provide you with additional information
as to which particular office location and address to
mail in your complaints/concerns.**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Florida Department of Financial Services, Consumer Protection Division, have your policy number available.

NOTICE

HOW TO REPORT A CLAIM

It is important that you report any claim, potential claim, loss, circumstance or incident directly to Richmond National Insurance Company. **Reporting a claim, potential claim, loss, circumstance or incident to an insurance agent or broker is not notice to Richmond National Insurance Company.** Failure to report directly to Richmond National Insurance Company may jeopardize coverage under the Policy. For more specific detail as to your reporting requirements please review your applicable policy.

New claims, potential claims, loss, circumstances or incidents can be reported by email, mail, online or phone at any time:

By E-mail:

newclaims@richmondnational.com

By Mail:

Richmond National Insurance Company
Attn: Claims Services
3951 Westerre Parkway, Suite 200
Richmond, VA 23233

Online:

www.richmondnational.com/claims/

*By Phone:

(804) 256-0525

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

For general claims questions, please call us at (804) 256-0525.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OFAC AND OFAC RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged advice, guidance, compliance, due diligence, administration, licensing, enforcement, reporting, procedures, violations, fines, penalties, transactions, or any other acts, errors, or omissions regulated by the Secretary of Treasury, Office of Foreign Assets Control (OFAC) as set forth in the Federal Statutes, Executive Orders, implementing regulations in Title 31 Chapter V of the Code of Federal Regulations, in the Federal Register, any state or local equivalent, and any similar law.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

In the event a claim or suit against the insured is excluded, then this exclusion shall apply to preclude coverage for the entirety of the claim or suit even if any portion of the claim or suit would have been covered or a duty to defend would have been owed in the absence of the excluded portion.

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Sebring Airport Authority Public Officials

Policy Number: RN-7-0327176

| Form Number | Form Title |
|--------------------|---|
| RNPO DE 1221 | Professional Liability Public Officials And Employment Practices Coverage Declarations |
| RNIL 1006 FL 0822 | Florida Policy Holder Notice |
| RNIL 1025 FL 0822 | Important Information For Florida Policyholders |
| RNIL 1008 1021 | Privacy Notice |
| RNIL 1009 0722 | Notice How To Report a Claim |
| RNIL 1005 1021 | Exclusion - OFAC and OFAC Related Liability |
| RNIL 1034 0223 | Schedule of Forms and Endorsements |
| RNPE PO 700 0122 | Public Officials Liability and Employment Practices Liability Coverage - Claims Made and Reported |
| RNPE ME 119 0122 | Minimum Earned Premium |
| RNIL 1000 1021 | War And Terrorism Exclusion |
| RNIL 1002 1021 | Exclusion - Virus, Disease, Infectious Agents |
| RNIL 1001 1021 | Exclusion - Mold, Fungus, Bacteria, Virus and Organic Pathogens |
| RNIL 1003 1021 | Exclusion - Nuclear Energy Liability |
| RNIL 1033 1222 | PFAS and Related Chemicals Exclusion |
| RNIL 1013 1021 | Service Of Suit |
| RNPE AAC 115 1021 | Airport Authority Coverage Endorsement |
| RNPE AAE 116 1021 | Aircraft Accident Exclusion |
| RNPE ABW 158 1222 | Amended Back Wages Endorsement |
| RNPE PP 114 0122 | Prior and Pending Exclusion |
| RNPE RMHL 169 0223 | Public Entity Risk Management Hotline - Policyholder Notice |
| RNIL 1007 1021 | Signature Endorsement |

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE - CLAIMS MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ IT CAREFULLY.

Please read the entire Policy carefully to determine rights, duties and what is and is not covered.

The words "you" and "your" refer to the **Named Insured** in the Declarations or as identified elsewhere in this Policy. The words "we", "us" and "our" refer to Richmond National Insurance Company. Words that appear in **bold** are defined terms.

In consideration of the premium paid, in reliance on the statements and material provided with the **application**, and subject to the provisions of this Policy, we agree to the following:

I. INSURING AGREEMENT

We will pay on behalf of the **Insured** those **damages** and **claim expenses** in excess of the Deductible that the **Insured** becomes legally obligated to pay in connection with a covered **claim** and because of a **wrongful act(s)**. This insurance applies only if:

- a. The **claim** is first made against the **Insured** during the **Policy Period**, and also reported to us in accordance with Section VI. c., Duties in the Event of a **Claim**; and
- b. The **wrongful act** is committed on or after the Retroactive Date in the Declarations and before the end of the **Policy Period**; and
- c. Prior to the effective date of this Policy, no **Insured** was aware of a circumstance, act, error or omission that was reasonably likely to give rise to a **claim** against any **Insured**; and
- d. The **damages** are caused by a **wrongful act** committed in the United States, its territories or possessions, Puerto Rico or Canada, and the **claim** against the **Insured** is made in one of those places.

II. DEFENSE AND SETTLEMENT

- a. We have the right and duty to defend and pay **claim expenses** on behalf of the **Insured** in connection with a **claim** seeking **damages** to which this insurance applies even if the allegations of such **claim** are groundless, false or fraudulent. We shall have the right to select counsel for the investigation and defense of any **claim**. We have no duty to defend or pay **claim expenses** for any **claim** to which this insurance does not apply. We may, at our discretion, investigate and settle any potential **claim**. The payment of **claim expenses** shall be in addition to, and will not reduce, the applicable Limit of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE, a.
- b. We have the right, with the consent of the **Insured**, to settle any **claim** tendered to us under this Policy. If the **Insured** refuses to consent to a settlement within the Policy's remaining applicable Limits of Liability, then the remaining applicable Limits of Liability under this Policy will be reduced to the amount of **damages** for which the **claim** could have been settled plus all **claim expenses** incurred up to the time we made our recommendation to the **Insured**. We shall also pay 50% of **damages** incurred after the **Insured's** refusal to consent, subject to the applicable Limits of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE.

III. ADDITIONAL COVERAGES

- a. We will reimburse **crisis management expenses** incurred by you in response to a **public crisis event** first taking place during the **Policy Period** and subject to Section IV, p. of this Policy. It shall be your duty to select and retain the **crisis management firm** to respond to the **public crisis event**. The maximum amount payable for **crisis management expenses** is \$50,000 in the aggregate per **Policy Period**, regardless of the number of **public crisis event** incidents. A deductible of \$5,000 per **public crisis event** shall apply.

All payments under this section are subject to the aforementioned Deductible and are in addition to the Limits of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE.

- b. We will pay on your behalf **claim expenses** incurred in connection with a **claim** exclusively seeking **non-monetary relief** at all stages of the **claim**, where such **claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **public officials wrongful act** occurring on or after the Retroactive Date and before the end of the **Policy Period** and reported to us in accordance with Section VI. c., Duties in the Event of a **Claim**. The maximum amount payable for **claim expenses** is \$100,000 in the aggregate per **Policy Period**, regardless of the number of **non-monetary relief claims**. A deductible of \$5,000 per **non-monetary relief claim** applies.

All payments under this section are subject to the aforementioned Deductible and are in addition to the Limits of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE.

- c. We will pay on your behalf **claim expenses** incurred in connection with a **claim** arising from eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use, where such **claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **public officials wrongful act** occurring on or after the Retroactive Date and before the end of the **Policy Period** and reported to us in accordance with Section VI.c., Duties in the Event of a **Claim**. The maximum amount payable for **claim expenses** is \$50,000 in the aggregate per **Policy Period**, regardless of the number of **claims** regarding eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or possession or dedication by adverse use. A deductible of \$5,000 per eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use **claim** applies.

All payments of **claim expenses** under this section are subject to the aforementioned Deductible and shall erode the Limits of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE.

- d. We will pay on your behalf **damages** and **claim expenses** in connection with a **claim** exclusively seeking **back wages** where such **claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for an **employment practices wrongful act** occurring on or after the Retroactive Date and before the end of the **Policy Period** and reported to us in accordance with Section VI. c., Duties in the Event of a **Claim**. The maximum amount payable for **damages** and **claim expenses** is \$100,000 in the aggregate per **Policy Period**, regardless of the number of **claims** seeking exclusively **back wages**. A deductible of \$5,000 per **back wages claim** applies.

All payments under this section are subject to the aforementioned Deductible and are in addition to the Limits of Liability in V. LIMITS OF INSURANCE AND DEDUCTIBLE.

IV. EXCLUSIONS

This Policy does not apply to any **damages** or **claim expenses** in connection with any **claim** based upon, directly or indirectly arising from, in any way related to, or in any way involving:

- a. Any common fact, circumstance, transaction, advice or decision reported as a **claim** or potential **claim** under any prior policy; or any **claim**, potential **claim**, or act disclosed in the **application**.
- b. Any liability assumed by any **Insured** under any contract or agreement, including but not limited to disputes over commissions or fees for services. This exclusion does not apply to liability that would have been incurred in the absence of such contract or agreement.
- c. Any actual or alleged **bodily injury** or **property damage**.
- d. Any **Insured's** activities as a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto; except if any **Insured** is deemed to be a fiduciary solely by reason of professional advice rendered with respect to any **employee** benefit plan.
- e. The following conduct by any **Insured**:
 1. Any act committed with knowledge of its wrongful nature or with the intent to cause **damages**; or
 2. Any criminal, fraudulent, or dishonest act, error or omission.

However, we shall defend and pay **claim expenses** until there is a final adjudication establishing that an **Insured** engaged in such conduct.

This exclusion does not apply to any **Insured** that did not personally participate in or personally commit the excluded conduct.

- f. The gaining of any personal profit, gain or advantage to which any **Insured** is not legally entitled, provided that this exclusion shall not apply to any **claim** alleging any **employment practices wrongful act**.
- g. A failure to obtain, implement, administer, effect, comply with, provide notice under, or maintain insurance, reinsurance, self-insurance, suretyship, bond or any other plan or agreement of risk transfer or assumption.
- h. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to **pollutants**, **silica**, asbestos, or lead at any time, including but not limited to:
 1. **Bodily injury, property damage** or any other injury or **damages** for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type of injury or expense; or
 2. Loss, cost, expense, fines, or penalties arising out of any:
 - (a) Request, demand, order, statutory or regulatory requirement, governmental authority or directive that of any private party or citizen action that you, or others, test for, monitor, clean up, remove, abate, remediate, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**, environmental impairments, contaminants, **silica**, asbestos, or lead; or
 - (b) Any litigation or administrative procedure in which you or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of **pollutants**, environmental impairments, contaminants, **silica**, asbestos, or lead into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when; or
 - (c) Any **claim** or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way

responding to, or assessing the effects of **pollutants**, environmental impairments, contaminants, **silica**, asbestos, or lead; or

3. **Pollutants**, pollution, environmental impairment, contamination, **silica**, asbestos, lead or any other expense or obligation to share **damages** with or repay anyone else who must pay **damages** arising out of or in any way involving **pollutants**, **silica**, asbestos, or lead. All liability and expenses arising out of or related to any form of **pollutant**, **silica**, asbestos, or lead, whether intentional or otherwise and whether or not any resulting injury, **damages**, devaluation, cost or expense is expected by you or any person or entity, are totally excluded from this Policy.

This exclusion applies regardless of whether the **pollutant**, **silica**, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

- i. Any of the following information and data-related liabilities:

1. Access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, **biometric data**, or any other type of nonpublic information; or
2. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**; or
3. Notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information, regardless of whether incurred by you or any other person or entity; or
4. Any **social engineering fraud**.

- j. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Workers' Adjustment and Retraining Notification Act, Public Law 100-379(1988), the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, occupational disease, unemployment insurance or compensation, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided that this exclusion shall not apply to the extent that a **claim** for an **employment practices wrongful act** alleges retaliatory action by an **Insured** in response to an **employee's** exercise of rights under such statute or law and except as otherwise provided in III. ADDITIONAL COVERAGES, d. of this Policy.

- k. Emotional distress, mental anguish or humiliation not arising from an **employment practices wrongful act** or a **third-party wrongful act**.

- l. **Sexual abuse and molestation** involving any of the following:

1. The actual or threatened **sexual abuse and molestation** of any person whether committed by, or at the instigation, instruction, direction or due to the negligence of any **Insured**, any **Insured's** employees, agents, contractors, volunteers, or any other person arising, and from any cause whatsoever;
2. The prevention or suppression, or the failure to suppress or prevent any **sexual abuse and molestation**;
3. The failure to provide an environment safe from any **sexual abuse and molestation**, the failure to provide adequate security, or the failure to warn of the dangers of the environment that could contribute to any **sexual abuse and molestation**;
4. The reporting or failure to report any **sexual abuse and molestation** to the proper authorities;

5. Conducting or failing to conduct an investigation of any **sexual abuse and molestation**;
6. Providing or failing to provide first aid, medical treatment or otherwise handling or responding after there has been a **sexual abuse and molestation**;
7. Caused by, arising out of or resulting from the intoxication of any person; or
8. The negligent hiring, employment, training, supervision, or retention, or recommending employment or failing to recommend against employment by any **Insured** of anyone regarding items 1. through 7. above.

This exclusion applies to any **claim** or suit where any actual or alleged injury or damage arises out of a chain of events that includes **sexual abuse and molestation**, regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such **claim**, suit, injury, damage, cost or expense.

- m. An **Insured's** liability under a contract or agreement or liability for breach of a contract or agreement, other than a manual of employment policies or procedures issued by you, unless such liability would have attached in the absence of such express contract or agreement. This exclusion shall not apply to the payment of **claim expenses** incurred in connection with a **claim** for an **employment practices wrongful act** in the form of an actual or alleged breach of a contract to commence or continue employment with you.
- n. A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions.
- o. The activities of an **Insured** as a law enforcement officer, police officer, police department or other law enforcement unit or agency; the operation of any jail cell, holding cell, detention or lock-up facility of any kind; or the activities of an **Insured** charged with the power to arrest, detain or interrogate another person, or to seize or confiscate the property of any individual or entity; provided; however; that this exclusion shall not apply to **claims** arising out of the administrative functions or activities of an **Insured** in the enforcement of your municipal code, laws or regulations, including but not limited to, the issuance of citations, fines, warnings, notices of violation, the issuance or denial of licenses or permits, or the inspection of property or buildings, by persons authorized to conduct such functions or activities on your behalf. This exclusion shall also not apply to any **claim** by or against a law enforcement officer or police officer in their capacity as an **employee** under this Policy, for an **employment practices wrongful act**.
- p. **Crisis management expenses** arising from any **public crisis event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 1. Actual or attempted suicide;
 2. Actual or attempted kidnapping or extortion;
 3. Acts, whether intentional or not, by members of the **victim's** immediate family members or members of the **victim's** household; or
 4. The activities of any person as a law enforcement officer, police officer, correctional officer, member of a police department or other law enforcement unit or agency; or the activities of any person charged with the powers to arrest, detain or interrogate another person, seize or confiscate the property of any individual or entity.
- q. The operation of the laws and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use, including any related violation(s) of constitutional rights; however, we will afford a defense in accordance with III. ADDITIONAL COVERAGES, c.
- r. Any act, error, or omission by any **Insured** under:
 1. The Securities Act of 1933; or

2. The Securities Exchange Act of 1934; or
 3. The Investment Company Act of 1940; or
 4. The Trust Indenture Acts of 1939; or
 5. The Investment Adviser Act of 1940; or
 6. The Public Utility Holding Company Act of 1935; or
 7. State Blue Sky Laws; or
 8. Any similar state statute, any rule or regulation promulgated under any of the foregoing, any amendment to any of the foregoing, or any provision of the common law imposing liability in connection with the offer, purchase, or sale of securities, whether or not such securities are exempt from registration by the SEC; or
 9. The actual or proposed filing for an Initial Public Offering; or a debt offering or debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
 10. Private placement of private securities, limited partnerships, syndicates of any kind, or real estate investment trusts.
- s. Tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal, or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees, fines, penalties or other amounts; the disbursement of tax refunds; and the failure to anticipate tax revenue shortfalls.
- t. Any act, error, or omission by any **Insured** in the rendering, or failure to render, the following services:
1. Legal services including those services performed by any individual as a lawyer, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity; or
 2. Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services; or
 3. Services as a doctor, physician, surgeon or dentist or other health or medical professional; or the rendering or failure to render such services on the premises or operation of any hospital, clinic, or nursing home or other senior care facility.
- u. Relief or redress in any form other than compensatory **damages**. We shall have no obligation to indemnify the **Insured** for any cost, fees (including attorneys' fees), or expenses which the **Insured** shall become obligated to pay because of an adverse judgment for injunctive or declaratory relief or abatement of a nuisance; provided however, that this exclusion shall not apply to the payment of **claim expenses** for a **claim** for a **public officials wrongful act** in accordance with III. ADDITIONAL COVERAGES, b.

V. LIMITS OF INSURANCE AND DEDUCTIBLE

- a. Our limit of liability for each **claim** for **damages** covered under this Policy shall not exceed the amount stated in the Declarations as Limits of Insurance — Limit of Liability Per **Claim**. This limit is the maximum amount for which we are liable for all **damages** under this Policy.
- b. Subject to Limits of Insurance — Limit of Liability Per **Claim**, our limit of liability for all **damages** and **claim expenses** covered under this Policy shall not exceed the amount stated in the Declarations as Limits of Insurance — Aggregate Limit, which is the maximum amount we are liable for **damages** and **claim expenses** under this Policy.
- c. The number of **Insureds** covered by the Policy shall not increase the Limits of Insurance.
- d. If **mediation** is used as a means to resolve a **claim**, and such **claim** is resolved solely, directly and immediately by **mediation**, then the deductible obligation of the **Insured** shall be reduced by 50%, subject to a maximum credit of up to \$25,000.
- e. In the event that coverage is triggered under more than one insurance policy(ies) or coverage part(s) issued to you by us or any company affiliated with us, the maximum Limit of Insurance available under

all such policies or coverage parts shall not exceed the highest applicable Per **Claim** Limit of insurance available under any one such policy or coverage part.

If, however, a **claim** triggers coverage under only one insurance Policy or coverage part issued to you by us or any company affiliated with us, and that Limit of Insurance has been reduced or completely exhausted by the payment of claims, then you shall have no recourse to access the available Limits of Insurance under any other insurance Policy or coverage part issued to you by us or any company affiliated with us.

This condition does not apply to any insurance Policy or coverage part issued by us or an affiliated company specifically to apply as excess insurance over this Policy.

- f. Our obligation under the Policy to pay **damages** and **claim expenses** on any **Insured's** behalf applies only to the amount of **damages** and **claim expenses** that are in excess of any Deductible amount stated in the Declarations as applicable to such coverage, unless otherwise provided.

At our sole election and option, we may pay any part of or all of the Deductible amount to effect settlement of any **claim**, and upon notification of the action taken, you shall reimburse us within 30 days for such part of the Deductible amount as has been paid by us.

If an Aggregate Deductible is indicated in the Declarations, this Deductible applies as follows:

1. All Deductibles will be limited to the amount shown as the Aggregate Deductible; and
2. All **damages, claim expenses**, or any other payments made by us on your behalf apply towards this Aggregate Deductible, unless otherwise provided.

VI. CONDITIONS

a. Bankruptcy

Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall neither relieve us of our obligations under this Policy or increase any of our obligations under this Policy.

b. Related **Claims** and Related **Wrongful Acts**.

All **claims** for **damages** and/or **claim expenses** arising from duties or services to the same person or organization will be deemed to have been first made at the time the first of those **claims** is made against any **Insured**. All **claims** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision, regardless of the number of **claims, Insureds**, or claimants, will be considered one **claim** and will be deemed to have been first made at the time the first of the **claims** was made against any **Insured**. All **claims** based upon such logically or causally connected **claims** shall also be deemed a single, same **claim**, and shall be subject to a single Deductible and a single Limit under the Declarations as Limits of Insurance — Limits of Liability Per **Claim**.

All **wrongful acts** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision, regardless of the number of **claims, Insureds**, or claimants, will be considered one **wrongful act** and will be deemed to have occurred at the time the first of the related **wrongful acts** first occurred.

c. Duties in the Event of a **Claim**

1. As a condition precedent to coverage under the Policy, if during the **Policy Period** or any Extended Reporting Period (if applicable) a **claim** is brought against any **Insured** arising out of an event or circumstance, any **Insured** must:
 - (a) Immediately record the specifics of the **claim** and the date received; and

- (b) Provide us with written notice of the **claim** as soon as practicable within the **Policy Period**, but in no event later than 30 days after the end of the **Policy Period** or before the end of any Extended Reporting Period (if applicable); and
 - (c) Immediately send us copies of any demands, summonses, or legal papers received in connection with the **claim**; and
 - (d) Cooperate with us in the investigation, defense or settlement of the **claim** including:
 - (i) Upon request, submit to examination and interrogation under oath by our representative; or
 - (ii) Attend hearings, depositions and trials as requested by us; or
 - (iii) Assist in securing and giving evidence and obtaining the attendance of witnesses; and
 - (iv) Provide written statements to our representative and meetings with such representative for the purpose of investigation and/or defense, all without charge to us.
2. No **Insured** will in connection with a **claim**, except at such **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.

d. Notice of Potential Claims and Other Notices

1. If during the **Policy Period**, the first **Named Insured** becomes aware of any event or circumstance that may reasonably be expected to give rise to a **claim** being made against any **Insured**, only the first **Named Insured** may notify us in writing during the **Policy Period**. The written notice shall include:
- (a) Specific details of the event or circumstances and why you believe it may give rise to a **claim**; and
 - (b) The names and addresses of any injured persons and potential claimants; and
 - (c) The names and addresses of any witnesses and the **Insured(s)** who committed or caused the possible event or circumstance; and
 - (d) Any written notice from the potential claimant describing the event or circumstance.

If this notice is submitted to us during the **Policy Period**, then any **claim** that is subsequently made against any **Insured** arising out of this event or circumstance about which notice was given to us shall be deemed for the purpose of this Policy to have first been made and reported during the **Policy Period**. This provision shall not apply to, nor shall the reporting of events, circumstances, or potential claims be permitted during any Basic or Supplemental Extended Reporting Period.

2. Notice of **Crisis Management Expenses**; Inspection of Property

- (a) As a condition precedent to coverage under III. ADDITIONAL COVERAGES, a. of this Policy, you must notify us in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after the **public crisis event** first took place. The written notice must be as complete as possible, stating how, when, and where the **public crisis event** took place and the **bodily injury** or **damages** arising therefrom, and providing a summary of the **crisis management expenses** incurred or expected to be incurred.
- (b) To be eligible for coverage, **crisis management expenses** must be submitted to us no later than ninety (90) days after such **crisis management expenses** are incurred.
- (c) We will be permitted, but not obligated, to inspect your property and operations and to review the **emergency response plan** at any time, upon reasonable notice. Neither our right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property and operations are safe or that the **emergency response plan** is adequate, effective or legal.

e. Binding Arbitration

We and all **Insureds** agree that any dispute based upon, directly or indirectly arising from, in any way related to, or in any way involving rights and duties under this Policy shall be resolved by binding arbitration, which shall be the sole and exclusive means to resolve any and all disputes. Either party may initiate binding arbitration. The arbitration forum and process shall be agreed to by the parties, but if the parties are unable to reach agreement, the matter shall be submitted to the American Arbitration Association (“AAA”) and governed by the Commercial Arbitration Rules of the AAA. The arbitration will be decided by a panel of 3 arbitrators, unless the parties agree to one arbitrator. If the parties select a panel of 3 arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The decision of the arbitrators shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings regardless of its outcome. This provision can only be invoked to the extent permitted in the jurisdiction in which the **claim** was made or where the **Insured** is domiciled.

f. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a suit or other legal proceeding seeking **damages** from any **Insured**; or
2. To bring a suit or other legal proceeding against us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial, but we will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

g. Other Insurance and Agreements

If other insurance is available to any **Insured** for a **claim** we cover under this Policy, this insurance is excess over all other insurance, regardless of whether primary, excess, contingent or on any other basis, unless such insurance is written as a specific excess insurance policy for this Policy. This insurance is also excess of any indemnification agreement requiring another party to indemnify and/or hold harmless any **Insured** for a **claim** covered under this Policy.

h. Warranties and Representations

By accepting this Policy, you and all other **Insureds** agree:

1. The statements in the Declarations are accurate and complete; and
2. That the information in the **application** is all true, material to the acceptance of the risk by us, considered as fully incorporated into and constituting a part of this Policy, and that this Policy is issued in reliance upon the truth of all of those representations; and
3. If the **application** contains misrepresentations or omissions, then this Policy is voidable by us.

i. Transfer of Rights of Recovery against Others to Us

If any **Insured** has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. No **Insured** may do anything after a loss to impair our rights to recover any payment made under this Policy. At our request, the **Insured** will bring suit or transfer those rights to us and fully help us enforce them.

j. Cancellation and Non-Renewal

This Policy may be cancelled by the first **Named Insured** by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel this Policy by mailing a written notice to the first **Named Insured** at the address shown in this Policy. The effective dates of such cancellation shall be not less than 30 days (10 days for non-payment of premium) following mailing of the notice of cancellation. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the **Policy Period**.

Delivery of such written notice either by the first **Named Insured** or by us shall be equivalent to mailing. If this Policy is issued to comply with any law or regulation that requires notice of cancellation to any governmental body, cancellation shall not be effective until the required notice has been provided by you or us.

If we cancel this Policy, unearned premium shall be computed pro rata; if the first **Named Insured** cancels, the unearned premium shall be the customary short rate proportion of the premium. In either event, the applicable unearned premium shall be returned to the first **Named Insured** as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

If we elect not to renew this Policy for an additional **Policy Period**, we shall mail written notice to the first **Named Insured** at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the **Policy Period**.

The provisions of this section apply to this Policy unless otherwise required under applicable law or amended by endorsement.

k. First **Named Insured** as Sole Representative

The first **Named Insured** shall act on behalf of all **Insureds** regarding completing the **application** for this insurance, including representing the truth and completeness of all information as required in SECTION VI - CONDITIONS, c. Duties in the Event of a **Claim** and SECTION VI - CONDITIONS, d. Notice of Potential Claims and Other Notices, giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase the Supplemental Extended Reporting Period described in SECTION VII — EXTENDED REPORTING PERIODS. Further, the first **Named Insured** shall be responsible for payment for all Deductible obligations for all claims under this Policy.

l. Change in Control, Mergers and Acquisitions

1. If, during the **Policy Period**, any of the following events occur:

- (a) The acquisition of any **Named Insured**, or all or substantially all of its assets, by another entity or the merger or consolidation of any **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
- (b) The appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to any **Named Insured**;

Coverage under this Policy will continue in full force and effect with respect to duties and services rendered before such event, but coverage will cease with respect to duties and services committed after such event. After any such event, this Policy may not be canceled by the **Named Insured** and the entire premium for this Policy will be deemed fully earned.

2. If after the effective date of this Policy, the **Named Insured** merges or consolidates with another entity such that the **Named Insured** is the surviving entity or acquires another entity or substantially all of the assets of another entity, no coverage shall be afforded under this Policy for any **claim**

involving the assets acquired or the entity which is consolidated or merged with or acquired unless the following conditions are met:

- (a) The **Named Insured** provides written notice of such merger, consolidation, creation, or acquisition to us within 30 days after the effective date of such merger, consolidation, creation or acquisition, or by the end of the **Policy Period**, whichever is earliest;
- (b) The **Named Insured** provides us with such information as we may deem necessary;
- (c) The **Named Insured** accepts any special terms, conditions, exclusions or additional premium charge as may be required; and
- (d) We, at our sole discretion, agree to provide such coverage.

m. Fraudulent Acts

If any **Insured** commits fraud in proffering any **claim** under this Policy, this Policy shall become void as to all **Insureds** from the date such fraudulent **claim** is proffered.

n. Assignment of Interest Limitation

Assignment of interest under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy.

o. Examination of Books and Records

We may examine and audit the **Insured's** books and records as they relate to this Policy at any time during the **Policy Period** and up to three years afterward.

p. Sovereign Immunity Defense Condition

It is agreed that we will not avail ourselves of the defense of sovereign immunity to which you may be entitled by reason of you being a public and/or governmental entity, unless you request that we raise such defense by written notice to us. It is further agreed that you hereby release us from all liability because of the failure on our part to raise such defense, except in cases where you specifically request we do so in the manner provided herein.

VII. EXTENDED REPORTING PERIODS

If this Policy is cancelled or non-renewed by you or us, you may be entitled to the following Extended Reporting Period.

a. Basic Extended Reporting Period

Basic Extended Reporting Period is automatically provided without additional charge. This reporting period starts with the end of the **Policy Period** and lasts for 30 days. This Basic Extended Reporting Period does not apply if there is any other insurance for such **claim**.

b. Supplemental Extended Reporting Period

Supplemental Extended Reporting Period is available, but only by endorsement and for an extra premium charge. The additional premium for the Extended Reporting Period is expressed below as a percentage of the annual premium for the last **Policy Period** and will depend on which option you choose, as shown below.

Option 1 — 1 Year, 75%

Option 2 — 2 Years, 100%

Option 3 — 3 Years, 125%

1. You must give us a written request for the endorsement and pay any premium due within 30 days after the end of the **Policy Period**. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
2. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period set forth in paragraph a. above ends.
3. All premiums paid for the Supplemental Extended Reporting Period shall be deemed fully earned and non-refundable as of the first day of the Supplemental Extended Reporting Period.

Neither of these Extended Reporting Periods will apply if cancellation or non-renewal is due to your:

1. Non-payment of premium or Deductible due; or
2. Failure to comply with the terms and conditions of the Policy; or
3. Misrepresentation or fraud.

These Extended Reporting Periods shall be subject to all the terms and conditions of this Policy and shall apply to any **claim** first made against an **Insured** during the **Policy Period** and reported to us that result from **damages** that arise from a duty or service performed subsequent to the Policy effective date or Retroactive Date, if any, and before the end of the **Policy Period**.

The fact that the period during which a **claim** may be reported to us under this Policy is extended by virtue of the Basic or Supplemental Extended Reporting Periods does not in any way increase the Limits of Insurance of this Policy or otherwise change the scope of coverage provided.

VIII. DEFINITIONS

Defined terms are in **bold** throughout this Policy and may be used in either the singular or plural, as appropriate.

a. **Application** means:

1. The application submitted to us for procuring this Policy, including any material and information submitted with the application by you or on your behalf; and
2. The application(s), including any material submitted to us for procuring all prior policies issued by us providing continuous coverage until the inception date of this Policy, including any material and information submitted with those applications by you or on your behalf.

b. **Back wages** means allegedly owed and unpaid wages, overtime, and future wages even if designated as liquidated damages under any federal, state or local statutes, rules, ordinance or regulations arising out of an **employment practices wrongful act**.

c. **Bodily injury** means physical injury, sickness or disease sustained by a person including death resulting from any of these at any time.

d. **Biometric data** means any measurement, signature, or geometry related to a person's physical characteristics, including but not limited to fingerprints, palmprints, voiceprints, facial, retinal, or iris measurements or geometry.

e. **Business invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **premises** for a purpose directly or indirectly connected with your governmental duties or services therein. A **business invitee** does not include a trespasser or any person who enters any **premises** without your knowledge or permission, or any **employee**, student or minor.

f. **Claim** means a written demand for **damages** or **non-monetary relief** made against any **Insured** for a **wrongful act**, including by notice, service of suit, the institution of arbitration or administrative proceedings.

Claim shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

- g. **Claim expenses** means reasonable and necessary legal fees and expenses incurred by us or by any attorney appointed by us to investigate or defend any **Insured** in connection with a covered **claim** or potential **claim**, but does not include salaries, wages, overhead or benefits expenses of any **Insured**. **Claim expenses** do not include any fees and expenses incurred prior to the date the **Insured** first provided notice of a **claim** to us or without our consent.

For any covered **claim**, **claim expenses** shall also include:

1. The cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance; or
2. All reasonable expenses incurred by any **Insured** at our request to assist in the investigation or defense of a **claim** or suit, including actual loss of earnings up to \$500 a day because of time missed from work.

These payments will not reduce the applicable Limit of Liability as described in V. LIMITS OF INSURANCE AND DEDUCTIBLE, a.

- h. **Crisis management expenses** means **public relations expenses**, **travel/printing expenses**, **family travel expenses** and **post-crisis expenses**; provided, however, that **crisis management expenses** shall not include:

1. Your overhead expenses or any salaries, wages, fees or benefits of **employees**;
2. The cost of medical, psychiatric or counseling services, even if provided by a **crisis management firm**; or
3. Any fees or expenses related to civil, administrative, or criminal investigations, proceedings or litigation.

- i. **Crisis management firm** means a public relations firm, law firm or other firm with at least five years of relevant experience hired or appointed by you to perform crisis management services in connection with a **public crisis event**.

- j. **Damages** means judgments, awards and settlements any **Insured** is legally obligated to pay as a result of a **claim** to which this Policy applies. **Damages** also includes:

1. Prejudgment interest awarded against any **Insured** on that part of the judgment we pay; and if we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; or
2. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Insurance; or
3. **Back wages**, but only for **claims** under III. ADDITIONAL COVERAGES, d.

Damages does not include the return, reduction or dispute over any fees charged or collected by any **Insured**, and any multiplied portion of **damages** in excess of actual **damages**, including trebling of **damages** or taxes, fines, sanctions or penalties of any nature.

For purposes of determining insurability of punitive damage or exemplary damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

1. is the location of the court which awarded or imposed such punitive or exemplary damages; or
2. is where you are incorporated or otherwise organized or have your place of business; or
3. is where we are incorporated or have our principal place of business.

- k. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- l. **Emergency response plan** means:
 1. A formal written and adopted public safety and crisis response manual that details your policies and procedures in the event of a **public crisis event**; or
 2. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes you to take emergency action or specifically describes your obligations in the event of a public emergency.
- m. **Employee** means the following natural persons, but only for **wrongful acts** committed while acting within the scope of employment for you: (1) full-time, part-time, seasonal and temporary employees; and (2) all persons who perform services for you on a volunteer basis and under your direction, supervision and control. Employee shall not include persons providing services to you under a mutual aid agreement or any similar agreement.
- n. **Employment practices wrongful act** means any of the following, when alleged by any of your past or present **employees** or any applicant for employment with you, in connection with that person's actual or proposed employment relationship with you:
 1. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 2. Harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);
 3. Unlawful discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
 4. Breach of any manual of employment policies or procedures issued to the **Insureds** by you;
 5. Retaliatory action in response to that **employee's**:
 - (a) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (b) actual or attempted exercise of any right that **employee** has under law;
 - (c) filing of any **claim** under the federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;
 6. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
 7. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
 8. Breach of a contract to commence or continue employment with you.

An **employment practices wrongful act** shall not include a **public officials wrongful act** or a **third-party wrongful act**.

- o. **Family travel expenses** means reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **victim** within thirty (30) days after a **public crisis event** to travel to the location of the **public crisis event**, so long as the **public crisis event** took place on an official trip sponsored by you. For purposes of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.
- p. **Insured** means:
 1. the **Named Insured**;
 2. Your past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by you and under your jurisdiction, within the apportionment of your operating budget in the **Application**, but only with respect to and when acting within their capacity as such; provided that an **Insured** shall not include the following boards, commissions or units, or any officials, directors, officers, members or **employees** thereof: schools,

airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

3. **Employees**;
 4. The heirs, executors, administrators and legal representatives of any **Insured** in 1. or 2. above in the event of death, incapacity or bankruptcy of such **Insured**, but only for liability arising out of a **wrongful act** rendered by any **Insured** prior to such **Insured's** death, incapacity, or bankruptcy;
 5. Persons providing services to you under a mutual aid or similar agreement that is disclosed on the **Application**, but solely while acting in that capacity; however, such persons are not **Insureds** with respect to **claims** for **employment practices wrongful acts** or **third-party wrongful acts**; and
 6. The lawful spouse or domestic partner of any individual **Insured** identified in the paragraphs above, but only with respect to liability arising out of **Wrongful acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**.
- q. **Mediation** means the voluntary and non-binding process by which the **Insured** and claimant(s) agree to use a neutral and qualified third party to intercede between the **Insured** and claimant(s) with the intention to reconcile the **Insured** and claimant(s) to resolve a covered **claim**. **Mediation** during suit or other court ordered or imposed **mediation** or other dispute resolution are specifically excluded from this definition.
- r. **Named Insured** means the public entity identified in the Declarations.
- s. **Non-monetary relief** means relief or redress in any form other than compensatory or monetary **damages**, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the Americans with Disabilities Act or any similar provisions of federal, state or local statutory or common law; and any award of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **claims** seeking such **non-monetary relief**. **Non-monetary relief** shall not include the cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA).
- t. **Policy Period** means the period identified in the Declarations, unless as otherwise modified including by endorsement or cancellation.
- u. **Pollutants** means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, lead, fumes, fibers, radiation, acid, alkalis, radon, combustion byproducts, petroleum, chemicals, toxins or **waste** from any source whatsoever. Examples of pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, carbon monoxide, and other exhaust gases, mineral spirits, and other solvents, tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, and all substances specifically listed, identified, or described by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions), the Agency for Toxic Substances And Disease Registry ToxFAQs, and the U.S. Environmental Protection Agency EMCI Chemical References Complete Index.
- v. **Post-crisis expenses** means reasonable costs incurred by you within sixty (60) days after a **public crisis event** to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of your **premises** and may assist in prevention or mitigation of future **public crisis events**.
- w. **Premises** means the following, if located in the continental United States:
1. A building, facility or other real property including adjoining ways, which you own, rent or lease and is used by you to conduct your business, including administration, maintenance and recreational facilities;
 2. A building, facility, or other real property being visited by your elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by you and under your jurisdiction, or **employees**, on an official business trip on your behalf;

3. A vehicle that you own or lease pursuant to a written contract, but solely if being used in the transportation of your elected or appointed or employed officials, directors, officers, members of commissions, boards or other units operated by you and under your jurisdiction, or **employees**.

Premises does not include any location for an event independently organized by **employees** or others without your knowledge or prior written approval.

x. **Property damage** means:

1. Physical injury to or destruction of tangible property, including all resulting loss of use of that property; or
2. Cleanup costs other than for clean up or removal of hazardous substances; or
3. Loss of use of tangible property that has not been physically injured or destroyed.

y. **Public crisis event** means:

1. A violent act of a criminal nature taking place on your **premises** that causes **bodily injury** to a **victim**; or
2. A credible threat communicated to you of a violent act of a criminal nature taking place on your **premises** which you reasonably believe may imminently cause **bodily injury** to a **victim**; and

in response to which you: (a) implement your **emergency response plan**; (b) contact federal, state or local police authorities for assistance; and (c) invoke an emergency succession plan due to **bodily injury** to a **victim**, or the credible threat thereof.

Public crisis events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered as a single **public crisis event**.

z. **Public officials wrongful act** means:

1. An actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by any **Insured**, if committed in the performance of his or her duties or services for you;
2. An actual or alleged violation of civil rights protected under 42 USC § 1981 et seq., or any similar federal, state or local law, by any **Insured**, if committed in the performance of his or her duties or services for you;
3. Any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**, if committed in the performance of his or her duties or services for you; or
4. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a natural person **Insured** while serving, at the direction or request of you, in his or her capacity as a board member or committee member of a not-for-profit organization, other than you, which is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as the same may be amended from time to time, at your direction or request.

Coverage available pursuant to subsection 4. shall be excess of and not contribute with any other insurance plan or program of self-insurance carried by such not-for-profit corporation, and any contribution or indemnification to which a natural person **Insured** is entitled from such not-for-profit organization.

A **public officials wrongful act** shall not include an **employment practices wrongful act** or a **third-party wrongful act**.

- aa. **Public relations expenses** means the reasonable and necessary fees and expenses incurred by you in response to a **public crisis event**, within one hundred twenty (120) days after such **public crisis event** took place, for services performed by a **crisis management firm** to minimize potential harm to your

name or reputation as a result of such **public crisis event**, including but not limited to maintaining and restoring public confidence in you and providing advice to **Insureds**.

bb. **Sexual abuse and molestation** means any actual or alleged conduct, physical act, gesture or spoken or written word of a sexual nature directed by an **Insured**, or by any person for whom an **Insured** is legally responsible, toward any person under the care, custody or control of any **Insured**, including without limitation any actual, alleged or threatened sexual intimacy (even if allegedly consensual), sexual molestation, sexual assault, sexual battery, sexual harassment, sexual threat or intimidation, exploitation, grooming or any other sexual act or any sexual harmful or offensive contact or threat by anyone.

cc. **Silica** means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

dd. **Social engineering fraud** means any fraudulent act, misrepresentation, scheme, trick, device, or false pretense by a party that misleads any **Insured** and directly results in any of the following:

1. Your money or your securities being transferred, disbursed, paid, delivered, altered, corrupted or lost; or
2. Money or securities of your customers or clients being transferred, disbursed, paid, delivered, altered, corrupted or lost.

ee. **Third-party wrongful act** means any of the following, when alleged against an **Insured** by your **business invitee** or by a third-party individual (other than another **Insured**, student or minor) with whom an **Insured** interacts outside of the **premises** for the purpose of conducting official business on your behalf:

1. Harassment (including sexual harassment);
2. Unlawful discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
3. Invasion of privacy.

A **third-party wrongful act** shall not include a **public officials wrongful act** or an **employment practices wrongful act**.

ff. **Travel/printing expenses** means reasonable and necessary expenses incurred by you in response to a **public crisis event** within one hundred twenty (120) days after such **public crisis event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **crisis management firm** in connection with such **public crisis event**.

gg. **Victim** means:

1. An elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by you and under your jurisdiction; or
2. A **business invitee**; or
3. An **employee**; and

who sustain(s) a **bodily injury**.

Victim shall not include independent contractors or subcontracted personnel working on the **premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **public crisis event**.

hh. **Waste** means medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

ii. **Wrongful act** means any **public officials wrongful act, employment practices wrongful act** or **third-party wrongful act**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

POLICE PROFESSIONAL LIABILITY COVERAGE – OCCURRENCE
PUBLIC OFFICIALS LIABILITY EMPLOYMENT PRACTICES LIABILITY COVERAGE - CLAIMS
MADE AND REPORTED
SCHOOL BOARD LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY POLICY -
CLAIMS MADE AND REPORTED

In consideration of the premium charged, it is hereby understood and agreed that the following is added to VI. CONDITIONS, j. of the Policy:

Additionally, the following minimum premium provisions apply:

1. The minimum premium for the **Policy Period** is 100% of the total Policy premium as shown on the Declarations plus any premium adjustment due to endorsements and any additional premium developed by premium audit; and
2. If the first **Named Insured** cancels this Policy and the Policy is subject to premium audit, the earned premium will be determined by the final audit. In no event, however, will we retain less than 25% of the minimum premium as stated in 1. above; and audits that result in a return premium will not reduce the minimum premium as stated in 1. above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND TERRORISM EXCLUSION

This policy does not apply to any claim, suit, loss, injury, damage, cost or expense of every nature in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is 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 purposes of this endorsement, "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, whether acting alone or on behalf of or in connection with any organization or government, 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 every nature based upon, directly or indirectly arising from, in any way related to, or in any way involving the control, prevention, or suppression of any event listed in Sections 1 or 2 above.

This exclusion applies regardless of whether any event listed in Sections 1 or 2 above is the initial precipitating cause or is in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that includes any event listed in Sections 1 or 2 above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIRUS, DISEASE, INFECTIOUS AGENTS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

- a. growth, proliferation, transmission, spread, or presence of any virus, bacterium, fungi, pathogen, parasite, helminth, prion, protozoa, or any other infectious agent, including but not limited to human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), Legionnaires' disease, SARS-CoV-2, influenza, methicillin resistant staphylococcus aureus (MRSA), tuberculosis (TB), severe acute respiratory syndrome (SARS), and middle east respiratory syndrome (MERS).

This exclusion applies regardless of the theory of liability against the insured, including but not limited to: supervision, placement, hiring, employment, training, or monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, lack of or inadequacy of personal protective equipment (PPE), wrongful termination, wrongful demotion, or wrongful discrimination.

This exclusion applies whether or not the cause or event occurs suddenly or gradually, is isolated or widespread, or arises from natural or external forces.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to:

- a. any organic irritant or contaminant, including but not limited to mold, fungus, lichen, virus, bacteria or other living or dead or growing organism that has any toxic, hazardous, noxious, pathogenic, irritating or allergen qualities, including but not limited to all of their byproducts such as mycotoxins, mildew, or biogenic aerosols;
- b. any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause;
- c. any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. any toxic or hazardous properties of minerals, animal or avian wastes or feces or other substances.

This exclusion includes but is not limited to:

- a. any injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense;
- b. any fines and penalties arising out of any governmental order, direction or request, or by any private party or citizen regarding testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization.

This exclusion applies regardless of whether or not such actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to was sudden, accidental or gradual in nature, and regardless of whether intentionally caused or not.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to liability:
 - a. If an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for the termination upon exhaustion of any policy's limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material which (a) any person or organization is required to maintain financial protection under the Atomic Energy Act of 1954 or any amendment, or (b) the insured is, or had this policy not been issued, would be entitled to indemnity under any agreement entered into by the United States of America, including any agency, person or organization.
- II. To liability resulting from any hazardous properties of nuclear material, if:
 - a. The nuclear material:
 1. is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 2. has been discharged or dispersed therefrom;
 3. is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - b. The liability arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property there.
- III. As used in this endorsement:
 - a. Hazardous properties includes radioactive, toxic or explosive properties.
 - b. Nuclear material means source material, special nuclear material or by-product material.
 - c. Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any amendment.

- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- e. Waste means any waste material:
 - 1. containing by-product material; and
 - 2. resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- f. Nuclear facility means:
 - 1. Any nuclear reactor;
 - 2. Any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium;
 - (b) processing or utilizing spent fuel; or
 - (c) handling, processing or packaging waste;
 - 3. Any equipment or device used for the processing, fabricating or alloying of special nuclear 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, or more than 250 grams of uranium 235;
 - 4. 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.
- g. 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.
- h. Injury or damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFAS AND RELATED CHEMICALS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

In consideration of the premium charged, the following exclusion is added to the Policy:

This Policy does not apply to any **damages** or **claim expenses** in connection with any **claim** based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged per- and polyfluoroalkyl substances and related chemicals ("PFAS").

PFAS include but are not limited to the following:

- (a) Perfluorinated Chemicals (PFCs), Perfluorobutane sulfonate (PFBS), Perfluorohexane sulfonate (PFHxS), Perfluorohexanoic acid (PFHxA), Perfluorooctanoic acid (PFOA) also known as C8, Perfluorooctane sulfonate (PFOS), Perfluoroheptanoic acid (PFHpA), Perfluorononanoic acid (PFNA), Perfluorodecanoic acid (PFDA), 8+2 Fluorotelomer alcohol 8:2 FTOH;
- (b) Perfluoroalkyl acids (PFAAs), PFCAs (Per-polyfluoroalkyl carboxylic acids), PFSAAs (Per-polyfluoroalkane sulfonic acids), PFPAs (Per-Polyfluoroalkyl phosphonic acids), PFPIAs (Per-Polyfluoroalkyl phosphinic acids);
- (c) All Fluoropolymers, including but not limited to: PTFE (Polytetrafluoroethylene), PVDF (Polyvinylidene fluoride), FEP (Fluorinated ethylene propylene), and PFA (Perfluoroalkoxyl polymer);
- (d) Per-and polyfluoroalkyl iodides (PFAI), including but not limited to FTIs (Fluorotelomer iodides) and FT-derivatives;
- (e) All Per-and polyfluoroalkyl ethers (PFPE), and PFPE-based derivatives, including but not limited to polyfluoroalkyl ether carboxylic acids (PFCECA);
- (f) Per-and polyfluoroalkane sulfonyl fluoride (PASF), and PASF-based derivatives;
- (g) All Side-Chain Fluorinated Polymers, including but not limited to: Fluorinated (meth)acrylate polymers, Fluorinated urethane polymers, Fluorinated oxetane polymers; and
- (h) All Perfluoropolyethers.

This exclusion applies regardless of whether PFAS are the initial precipitating cause or are in any way a cause of any **damages, claim expenses** or **claims**, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to any **damages, claim expenses** or **claims** including regardless of whether any actual or alleged **damages, claim expenses** or **claims** arise out of a chain of events that include PFAS. This exclusion applies regardless of whether contamination is traditional or non-traditional, and regardless of intent. This exclusion applies regardless of any provision in the Policy to the contrary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RICHMOND NATIONAL INSURANCE COMPANY

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's 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 the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Richmond National Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its 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 Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy of such process.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRPORT AUTHORITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE –
CLAIMS-MADE AND REPORTED

In consideration of the premium charged, it is hereby understood and agreed that **VIII. DEFINITIONS** p., 2. of the Policy is deleted in its entirety and replaced with the following:

2. Your past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by you and under your jurisdiction, within the apportionment of your operating budget in the **Application**, but only with respect to and when acting in their capacity as such; provided that an **Insured** shall not include the following boards, commissions or units, or any officials, directors, officers, members or **employees** thereof: schools, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT ACCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

**PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE –
CLAIMS-MADE AND REPORTED**

In consideration of the premium charged it is hereby understood and agreed that this Policy does not apply to any **damages** or **claim expenses** in connection with any **claim** based upon, directly or indirectly arising from, in any way related to, or in any way involving: (1) any incident or accident involving an aircraft; and (2) arising out of any **public official wrongful act(s)**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED BACK WAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE – CLAIMS MADE AND REPORTED
SCHOOL BOARD LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE – CLAIMS MADE AND REPORTED

In consideration of the premium charged, it is hereby understood and agreed that Section **III. ADDITIONAL COVERAGES**, d. of the Policy is deleted in its entirety and replaced with the following:

d. We will pay on your behalf **damages** and **claim expenses** in connection with a **claim** seeking **back wages** where such **claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for an **employment practices wrongful act** occurring on or after the Retroactive Date and before the end of the **Policy Period** and reported to us in accordance with Section VI. c., Duties in the Event of a **Claim**. The maximum amount payable for **damages** and **claim expenses** is \$100,000 in the aggregate per **Policy Period**, regardless of the number of **claims** seeking **back wages**. A deductible of \$5,000 per **back wages claim** applies.

All payments under this section are subject to the aforementioned Deductible and are in addition to the Limits of Liability in **V. LIMITS OF INSURANCE AND DEDUCTIBLE**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR AND PENDING EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE – CLAIMS
– MADE AND REPORTED
SCHOOL BOARD LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE -
CLAIMS-MADE AND REPORTED

In consideration of the premium charged, it is hereby understood and agreed that the following exclusion is added to IV. EXCLUSIONS of the Policy:

This Policy does not apply to any **damages** or **claim expenses** in connection with any **claim** or incident based upon, directly or indirectly arising from, in any way related to, or in any way involving the following:

- Any litigation or other similar judicial proceeding, including arbitration, pending against any **Insured** prior to or as of the date of 10/01/2022, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



EPLI Prevent and Protect Portal

Jackson Lewis Offers Risk Management Solutions for Richmond National and Its Policyholders

Jackson Lewis has developed a customizable web-based *Prevent & Protect Portal* to provide risk management solutions for Richmond National and its policyholders. The Portal includes a comprehensive package of risk management products and services thoughtfully designed to help insureds manage their workforce and reduce potential exposure on employment-related liability claims. Because it is designed by Jackson Lewis attorneys, the Portal contains the latest information pertaining to workplace law topics.

Training and Resource Materials Include:

- Interactive maps that update employers about key state laws
- Free sample Human Resource policies
- An easily searchable, regularly updated library of over 2,500 articles on a wide range of labor and employment topics
- Labor and employment library of podcasts and webinars, plus access to more than 20 labor and employment blogs
- General compliance resources to enable insureds and brokers alike to understand wage-hour, leaves of absences, background checks, drug testing and other workplace laws
- Employment practices checklists to assist in evaluating the approach to important employment issues, such as issues to consider prior to terminating an employee

Policyholders also gain access to additional resources outside, including:

- Interactive executive, manager and employee web based training
- Special webinars on current topics, and new developments in labor and employment law
- Discounted rates to assist with the development of preventive practices, preparing employee handbooks and training supervisors

Policyholders receive individual, secure log-ins, providing them with a unique benefit and comprehensive employment liability prevention training and information.

To access the Richmond National and Jackson Lewis portal, please go to:

<https://richmondnational.jacksonlewis.com/>

Invitation Code: **RN101521**

If you have general questions about workplace concerns, Richmond National and Jackson Lewis have established a no-charge call-in "Helpline" at **(866) 758-6874**. **All calls are strictly confidential.**

For more information, please contact Wendy Melk at Jackson Lewis at (212) 545-4073 or wendy.melk@jacksonlewis.com.

Richmond National Insurance Company (NAIC 17103) is a domestic surplus lines insurer domiciled in New Hampshire and underwrites a diverse mix of specialized property, casualty and professional liability products across the country. Any use of the portal or helpline mentioned above does not constitute notice of a claim or potential claim under your Richmond National Insurance Company policy. All interactions between you and Jackson Lewis are strictly confidential. Please refer to your policy for proper notice and reporting procedures in the event you wish to report a claim or potential claim under your policy.

Jackson Lewis P.C. is a law firm with more than 800 attorneys in major cities nationwide serving clients across a wide range of practices and industries. This material is for informational purposes only and not for the purpose of providing legal advice. For advice about a particular problem or situation, please contact an attorney of your choice. Use of and access to this material does not create an attorney-client relationship between Jackson Lewis and the recipient, reader, or user. The opinions expressed in this material are the opinions of the individual author(s) and may not reflect the opinions of the firm or any individual attorney. This material may be considered attorney advertising in some states. Furthermore, prior results do not guarantee a similar outcome.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

| | | |
|---|---|---|
| <i>Attached To and Forming Part of Policy</i> RN-7-0327176 | <i>Effective Date of Endorsement</i> 10/01/2023 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Sebring Airport Authority Public Officials |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

This endorsement modifies insurance provided under the following:


ALL COVERAGE FORMS

Coverage afforded by this Policy is provided by Richmond National Insurance Company and named in the Declarations.

IN WITNESS WHEREOF, Richmond National Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of Richmond National Insurance Company.



David T. Vanalek
Secretary



Joseph C. Kavanagh
President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



PUBLIC ENTITY

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
INFORMATION PAGE**

| | |
|---|----------------------------------|
| Coverage Provider: | Producer: |
| Preferred Governmental Insurance Trust | Risk Management Associates, Inc. |
| P.O. Box 958455 | 300 North Beach Street |
| Lake Mary, FL 32795-8455 (Carrier Code: 38849) | Daytona Beach, FL, 32114 |
| Agreement No.: WC FL1 0284850 23-13 | |
| Prior Agreement No.: WC FL1 0284850 22-12 | |

| | |
|--|--------------------------------------|
| Named Covered Party: Sebring Airport Authority | FEIN: 59-1173009 |
| Mailing Address: 128 Authority Lane Sebring, FL 33870 | Risk ID: 094008638 |
| Other workplaces not shown above: SEE SCHEDULE OF OPERATIONS | Type of Business: Aviation Authority |

2. The agreement period is from 12:01 am on 10/01/2023 to 12:01am on 10/01/2024 at the insured's mailing address.

- 3.
- A. Workers Compensation Coverage: Part one of the Coverage Agreement applies to the workers compensation law of the states listed here:
FL
 - B. Employers Liability Coverage: Part Two of the Coverage Agreement applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
 Bodily Injury by Accident 1,000,000 each accident
 Bodily Injury by Disease 1,000,000 policy limit
 Bodily Injury by Disease 1,000,000 each employee
 - C. Other States Coverage:
 - D. This Coverage Agreement includes these endorsements and schedules:
See PGIT WC 002

4. The premium for this Coverage Agreement will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.
SEE SCHEDULE OF OPERATIONS

Total Estimated Annual Premium \$11,503
Expense Constant \$160

Countersigned by *Margaret E. Jones*



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
FORMS LIST**

Named Covered Party:

Coverage Provider

Sebring Airport Authority

Preferred Governmental Insurance Trust

128 Authority Lane,

P.O. Box 958455

Sebring FL, 33870

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13

Carrier No.: 38849

Form Name

Form Number

| | |
|--|---------------------|
| PGIT WC-001-Information Page | PGIT WC-001 (10 06) |
| Public Entity Coverage Agreement Forms List | PGIT WC-002 (07 17) |
| Schedule of Ops - Coverage Agreement | SchedOp_Cov_Agr |
| PGIT WC-004-Coverage Terms | PGIT WC-004 (07 10) |
| PGIT WC-005-Schedule of Operations- Other Workplaces | PGIT WC-005 (10 06) |
| PGIT WC-006-Premium Discount Endorsement | PGIT WC-006 (10 06) |
| PGIT WC-007-Contingent Experience rating Modification Factor Endorsement | PGIT WC-007 (10 06) |
| PGIT WC-008-Notification of Change in Ownership Endorsement | PGIT WC-008 (10 06) |
| PGIT WC-009-Florida Employment and Wage Information Release Endorsement | PGIT WC-009 (10 06) |
| WC Claim Notice | |
| Informational Contact | |



**Standard Workers' Compensation
and Employers' Liability Policy**

Agreement Number: WC FL1 0284850 23-13
 Agreement Period: 10/01/2023 to 10/01/2024
 Emp. Liability Limits: 1,000,000/1,000,000/1,000,000
 Coverage By: Preferred Governmental Insurance Trust
 Producer ID: Risk Management Associates, Inc.
 Previous Coverage: WC FL1 0284850 22-12
 Carrier ID: 38849

| NAME AND ADDRESS OF MEMBER | AGENT |
|---|---|
| 1. Sebring Airport Authority 128 Authority Lane Sebring, FL 33870 | Risk Management Associates, Inc. 300 North Beach Street Daytona Beach, FL 32114 |
| FEIN: 59-1173009 | Risk ID Number: |

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:
 See Attached Schedule.

Schedule Page 1 of 2

SCHEDULE OF OPERATIONS

| Policy <u>Loc</u> | Insured <u>Loc</u> | <u>Code</u> | <u>Classifications</u> | <u>Premium Basis</u> | <u>Rate</u> | <u>Estimated Premium</u> |
|---|-----------------------|-------------------------------|--|-------------------------------------|-------------|------------------------------|
| Endorsement Term : 10/01/2023 - 10/01/2024 | | | | | | |
| State: FL | | <u>Experience Mod</u> 0.92 | <u>Status</u> FINAL | <u>Effective Date</u> 10/01/2023 | | |
| 0000 | N/A | 7403 | AVIATION: ALL OTHER EMPLOYEES & DRIVERS <i>Class Code: 7403 Effective: 10/01/2023 Expired:</i> | \$318,046 | 3.40 | \$10,814 |
| 0000 | N/A | 8810 | CLERICAL OFFICE EMPLOYEES NOC <i>Class Code: 8810 Effective: 10/01/2023 Expired:</i> | \$595,060 | 0.15 | \$893 |
| 0000 | N/A | 9015 | BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPL <i>Class Code: 9015 Effective: 10/01/2023 Expired:</i> | \$57,550 | 3.30 | \$1,899 |
| | | | | \$970,656 | | \$13,605 |



**Standard Workers' Compensation
and Employers' Liability Policy**

Agreement Number: WC FL1 0284850 23-13
 Agreement Period: 10/01/2023 to 10/01/2024
 Emp. Liability Limits: 1,000,000/1,000,000/1,000,000
 Coverage By: Preferred Governmental Insurance Trust
 Producer ID: Risk Management Associates, Inc.
 Previous Coverage: WC FL1 0284850 22-12
 Carrier ID: 38849

| NAME AND ADDRESS OF MEMBER | AGENT |
|---|---|
| 1. Sebring Airport Authority 128 Authority Lane Sebring, FL 33870 | Risk Management Associates, Inc. 300 North Beach Street Daytona Beach, FL 32114 |
| FEIN: 59-1173009 | Risk ID Number: |

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:
 See Attached Schedule.

Schedule Page 2 of 2

SCHEDULE OF OPERATIONS

| Policy <u>Loc</u> | Insured <u>Loc</u> | <u>Code</u> | <u>Classifications</u> | <u>Premium Basis</u> | <u>Rate</u> | <u>Estimated Premium</u> |
|---|-----------------------|-------------|------------------------|--------------------------|-------------|------------------------------|
| | | | Manual Premium | | | \$13,605 |
| | | | Total Manual Premium | | | \$13,605 |
| | | | Subject Premium | | | \$13,605 |
| | | | Safety Program | | 2 | \$(272) |
| | | | Drug-Free Workplace | | 5 | \$(667) |
| | | | Total Subject Premium | | | \$12,666 |
| | | | Experience Mod | | 0.92 | \$(1,013) |
| | | | Total Modified Premium | | | \$11,653 |
| | | | Total Standard Premium | | | \$11,653 |
| FL | | | Premium Discount | | | \$(150) |
| Subtotal (State Level) for FL Period Effective: 10/1/2023 | | | | | | \$11,503 |
| Total Estimated Premium for FL for Period Effective: 10/1/2023 | | | | | | \$11,653 |
| | | | Premium Discount | | | \$(150) |
| | | | Expense Constant | | | \$160 |
| Policy Charges / Credits for the Period Effective: 10/1/2023 | | | | | | \$10 |
| Total Estimated Standard Premium for the Period Effective: 10/1/2023 | | | | | | \$11,663 |



**Standard Workers' Compensation
and Employers' Liability Policy**

Agreement Number: WC FL1 0284850 23-13
 Agreement Period: 10/01/2023 to 10/01/2024
 Coverage By: Preferred Governmental Insurance Trust
 Producer ID: Risk Management Associates, Inc.
 Previous Coverage: WC FL1 0284850 22-12 01
 Carrier ID: 38849

| NAME AND ADDRESS OF MEMBER | AGENT |
|---|---|
| 1. Sebring Airport Authority 128 Authority Lane Sebring, FL 33870 | Risk Management Associates, Inc. 300 North Beach Street Daytona Beach, FL 32114 |
| FEIN: 59-1173009 | Risk ID Number: |

Locations - All usual work places of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein:
See Attached Schedule.

Summary Page 1 of 1

SCHEDULE OF OPERATIONS

| Policy <u>Loc</u> | Insured <u>Loc</u> | <u>Code</u> | <u>Classifications</u> | <u>Premium Basis</u> | <u>Rate</u> | <u>Estimated Premium</u> |
|-----------------------|-----------------------|-------------|------------------------|--------------------------|-------------|------------------------------|
| POLICY SUMMARY | | | | | | |

| | |
|---|-----------------|
| Estimated Premium All Locations Excluding Policy Charges / Credits | \$11,653 |
| Premium Discount | (150) |
| Expense Constant | 160 |
| Estimated Policy Charges / Credits | \$10 |
| Estimated Policy Period Premium | \$11,663 |



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT

Coverage Terms

Named Covered Party:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Coverage Provider

Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13**Carrier No.:** 38849

COVERAGE TERMS

1. Rights and Duties of the Fund

The Fund has the right and duty to defend, at the Fund's expense, any claim, legal proceeding or suit against a Member for benefits payable under this Agreement, and the Fund has the right to investigate and settle such claims, legal proceedings or suits. The Fund, however, has no duty to defend a claim, legal proceedings or suit that is not covered by this Agreement and its excess carriers, nor to defend or continue to defend the Fund or its Members after the Fund have paid its applicable limit of liability under the coverages involved.

2. Expenses Payable by the Fund

In addition to other amounts payable under this Agreement, the Fund will pay, as part of any claim, proceeding or suit the Fund defends:

- a) reasonable expenses incurred at the Fund's requests, exclusive of loss of earnings;
- b) premiums for bonds to release attachments and for appeal bonds in amounts up to the amounts payable under this Agreement;
- c) all litigation costs taxed against a Member;
- d) interest on a judgment as required by law until the Fund offers the amount due under this Agreement; and
- e) any other reasonable and necessary expenses the Fund incurs.

3. The Fund's Right of Subrogation

- a) In the event of payment under this Agreement, the Member shall be subrogated to all of the Fund's rights of recovery therefore against any person or organization, and the Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
- b) The Member shall not act (or fail to act, as the case may be) in any manner that will prejudice the Fund's subrogation rights.

4. Workers' Compensation Coverage Provided by the Fund

The workers' compensation statutory coverages provided by the Fund cover bodily injury, including death by accident or disease, subject to the Florida Workers' Compensation Law and as follows:

- a) **Time of Occurrence-** A bodily injury is covered only if such injury occurs during the coverage period. A bodily injury by disease must be directly caused by the conditions of an Employee's employment, and the Employee's last date of last exposure to the conditions causing or aggravating such injury and/or disability by disease must occur during the coverage period.
- b) **Payment-** The Fund will promptly pay when due the benefits required by the Florida Workers' Compensation Law.
- c) **Conditions-** Bodily injury, including death, is covered only if
 1. it arises out of, and in the course and scope of, the Employee's employment by a Member; and
 2. the employment is necessary or incidental to the Employee's work within the State of Florida.

5. Employer's Liability Coverage Provided by the Fund

This employer's liability coverage applies to bodily injury, including death, by accident or disease subject to the following:

- a) **Time of Occurrence-** A bodily injury is covered only if such injury occurs during the coverage period. A bodily injury by disease must be directly caused by the conditions of an Employee's employment, and the Employee's last date of last exposure to the conditions causing or aggravating such injury and/or disability by disease must occur during the coverage period.
- b) **Payment-** The Fund will pay all sums a Member legally must pay as damages because of bodily injury to a Member's Employees, provided the injury is covered by this Employer's liability coverage.
- c) **Conditions-** Bodily injury, including death, is covered only if
 1. it arises out of, and in the course and scope of, the Employee's employment by a Member; and
 2. the employment is necessary or incidental to Employee's work within the State of Florida.
- d) **Damages-** The damages the Fund will pay, where recovery is permitted by law, include damages:
 1. for which a Member is liable to a third party by reason of a claim or suit against a Member by that third party to recover the damages claimed against such Member as a result of injury to an Employee;
 2. for care and loss of services;
 3. for consequential injury to a spouse, child, parent, brother or sister of the injured Employee, provided that these damages arise out of and in the course and scope of the injured Employee's employment by a Member; and
 4. claims against a Member in a capacity other than as employer resulting from injury to a Member's Employee that arises out of and in the course and scope of employment.
- e) **Limitation of Liability-** The Fund's liability to pay for damages is limited to the amounts shown on the Information Page. They apply as follows:
 1. Bodily Injury by Accident. The limit shown for "Bodily Injury by Accident-each accident" is the most the Fund will pay for all damages covered by this Agreement because of bodily injury to one or more Employees in any one accident.
 2. Bodily Injury by Disease. The limit shown for "Bodily Injury by disease-policy limit" is the most the Fund will pay for all damages covered by this Agreement and arising out of bodily injury by disease regardless of the number of Employees who sustain bodily injury by disease. The limit shown for "Bodily Injury by disease-each employee" is the most the Fund will pay for all damages because of bodily injury by disease to any one Employee. Bodily injury by disease does not include disease that results directly from bodily injury by accident.
 3. The Fund will not pay any claims for damages after the Fund has paid the applicable limit of its liability under this Agreement.

6. Exclusions, this coverage does not apply to:

- a) liability assumed under a contract, except with regard to a warranty that a Member's work will be done in a workmanlike manner;
- b) punitive or exemplary damages;
- c) bodily injury to an Employee while employed in violation of law by a Member's executive officers;
- d) any obligation imposed by workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e) bodily injury intentionally caused or aggravated by a Member, its officers, directors, or other persons serving in a supervisory capacity or which is the result of your engaging in conduct equivalent to an intentional tort; however defined, or other tortuous conduct, such that you lose your immunity from civil liability under the workers compensation laws;
- f) bodily injury, including death, occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to, or death of, a citizen or resident of the United States of America or Canada who is temporarily outside these countries if such death or injury arises out of, and in the course and scope of, the employee's employment by a Member;
- g) damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee or any personnel practices, policies, acts or omissions;
- h) bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal works or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- i) bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-060) any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course and scope of employment, or any amendments to those laws;
- j) bodily injury to a master or member of the crew of any vessel;
- k) fines or penalties imposed for violation of federal or state law; and
- l) damages payable under the Migrant and Seasonal Agricultural Workers' Compensation Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulation issued there under, and any amendments to those laws.

7. Conditions. There will be no right of action against the Fund under this Agreement unless:

- a) the Member has complied with all the terms of this Agreement; and
- b) the amount the Member owes has been determined with the Fund's consent or by actual trial and final judgment. This coverage does not give anyone the right to add the Fund as a defendant in an action against a Member to determine the Member's liability.

8. Duties of Members

Each Member is obligated to:

- a) pay premiums when due and as determined by the Fund including allowing the Fund or its designated agents access to information necessary to determine the final premium;
- b) allow the Fund or the Administrator to visit its workplace(s) for purposes of assisting Members in operating in a manner which has the potential to result in lower premium rates; and
- c) to provide a safe workplace as defined by applicable law or the Fund.

Each Member is responsible for any payments in excess of the benefits regularly required by the Florida Workers' Compensation Law, including those required as a result of:

- a) a Member's willful or grossly negligent misconduct;
- b) a Member's employing an Employee whose employment is in violation of any local, state or federal law;
- c) a Member failing to comply with a health or safety law or regulation; or
- d) a Member discharging, threatening to discharge, coercing or otherwise discriminating against any Employee in violation of the Florida Workers' Compensation Law, or any other local, state or federal law. A Member shall promptly reimburse the Fund for any payments made on a Member's behalf, in excess of the benefits regularly provided by such law.

If injury occurs to one of the Member's Employees entitled, or potentially entitled, to benefits under this Agreement, the Member shall:

- a) provide for immediate medical and other services required by applicable law;
- b) promptly provide the Fund, the Administrator or its agents with the names and addresses of the injured persons and witnesses, and other information the Fund may need or require;
- c) provide the Fund the Administrator or its agents with all notices, demands and legal papers related to the injury, claim, proceeding or suit;
- d) cooperate with the Fund and assist the Fund, as the Fund may reasonably request, in the investigation, settlement or defense of any claim, proceeding or suit. No Member shall interfere with the Fund's right to recover payments from others nor shall any Member voluntarily make payments, assume obligations or incur expenses, except at the Member's own cost.

9. Workplace Access

The Fund has the right, but is not obligated, to inspect a Member's workplace at any time. The Fund's inspections are not safety inspections and they relate only to the insurability of the workplaces and the premiums to be charged for workers' compensation. The Fund may provide a Member with reports on the findings of such inspections, and the Fund may also recommend changes that are calculated to reduce risk and which reduce premium. The Fund does not undertake to perform the duty of any person to provide for the health or safety of a Member's Employees or the public. The Fund does not warrant that a Member's workplace is safe or healthful or that it complies with law, regulations, codes or standards. Consequently, neither the Fund nor the Administrator shall be held liable to any person as a direct or indirect result of safety reviews or inspections conducted under this provision. If the coverage period is longer than one year, all provisions regarding coverage will apply as though a new agreement were entered into on each annual anniversary that this Agreement is in force.

10. Coverage Definitions

- a) **Claims Expense** means the litigation cost, interest required by law on awards or judgments and claims investigation or legal expense which can be directly allocated to a specific claim. Claim expenses excludes: salaries and travel expenses of employees, annual retainers, overhead and any fees paid for claims administration.
- b) **Loss** means the amount actually paid by the Fund for regular benefits provided under the workers' compensation law in effect upon the date the accident or diseases exposure occurs. Loss includes:
- (i) The amount paid by the Fund in settlement of claims for regular benefits under the workers' compensation law;
 - (ii) The amount paid by the Fund in satisfaction of awards or judgments for regular benefits under the workers' compensation law;
 - (iii) Court Costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to workers' compensation claims. This subparagraph 3 does not include:
 - (1) salaries paid to the Member's employees;
 - (2) service company fees;
 - (3) claims administrator fees.
- c) **Occurrence**
- (i) Means each occurrence or series of occurrences arising out of any one event.
 - (ii) An occurrence is deemed to end 72 hours after the event commences. Each subsequent 72 hours is deemed to be a separate occurrence.
- d) **Workers' Compensation Law** includes occupational disease law. It includes any amendments to that law which are in effect during the term of the coverage agreement. It does not include the provisions of any law that provides non-occupational disability benefits.

PREMIUM CONTRIBUTION

Each Member shall be individually responsible for paying premiums as provided herein. All premiums for the coverage described in this Agreement will be determined by the Fund's rules, rates, rating plans and classifications. The Fund may change its rules, rates, rating plans and classifications and apply the changes to this coverage.

1. Classifications

The Information Page shows the rate and premium basis for applicable work classifications. A Member's classification is assigned based on an estimate of the exposures of the Member during the coverage period. If the Member's actual exposures are not properly described by those classifications, the Fund will assign proper classifications, rates and premium basis with notification to the Member.

2. Premium

Premium for each classification is determined by multiplying a rate by a premium basis. Remuneration is the most common premium basis. This premium basis includes a payroll and all other remuneration, as defined by applicable Florida Workers' Compensation Law, paid or payable during the applicable period for the services of:

- a) all the Member's Employees engaged in work coverage by this Agreement; and
- b) all other persons engaged in work that could make the Fund liable for the workers' compensation coverage provided by this Agreement. If the Member does not have the payroll records for these persons, the contract price may be used as a premium basis. This paragraph (b) will not apply if the Member gives the Fund proof that the employers of these persons lawfully secured their workers' compensation obligations.

3. Payment

Members shall pay all premiums when due. Failure to properly and timely pay premiums will result in appropriate legal action by the Fund. Should a legal cause of action be filed to collect premiums due, it is agreed that proper venue is the county in which the office of the Administrator is located.

4. Final Premium Determination

The premium shown on the Information page, premium summary, schedules, and endorsements is an estimate. The final premium will be determined after each coverage period ends by using the actual premium basis, proper classifications, experience modifications and rates that lawfully apply to the Member covered by this Agreement. If the final premium is more than the premium a Member has paid to the Fund, the Member must pay the Fund the balance. If the final premium is less than the premium a Member has paid to the Fund, the Fund will refund or credit the balance to the Member. The final premiums will not be less than the highest minimum premium for the governing classification covered by this Agreement. If this Agreement is canceled, final premium will be determined subject to the applicable Florida Workers' Compensation Law.

5. Records

The Member will keep records needed to compute premium and will provide the Fund with copies of those records upon request. Additionally, the Member will permit the Fund to examine and audit all of the Member's records that relate to this Agreement, including ledgers, journals, payroll and disbursement records, and programs for storing and retrieving data. The Fund may conduct the audits during regular business hours during the coverage period and within three years after the coverage period ends. Information developed by audit will be used to determine the final premium. The Administrator as well as insurance rate service organizations have the same rights as the Fund under this provision.

6. Member's Continuing Obligation to Pay Premiums

A Member's failure to pay the full amount of a premium that is due shall be default of their obligation under this Agreement. The default of any Member, or group of Members, shall not relieve any other Member of its obligation to pay premiums as they become due.

In the event of a Member's default, the Board of Trustees or the Administrator may take any lawful action to protect the Fund from loss. If suit is brought against the defaulting Member, the defaulting Member shall be liable to the Fund for the costs of collection, including but not limited to audit costs, court costs and attorneys' fees. The Board of Trustees, or the Administrator acting under the Administrative Agreement, may terminate a defaulting Member.



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
SCHEDULE OF OPERATIONS**

Named Covered Party:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Coverage Provider

Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13

Carrier No.: 38849

OTHER WORKPLACES



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
PREMIUM DISCOUNT ENDORSEMENT**

Named Covered Party:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Coverage Provider

Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13

Carrier No.: 38849

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

Schedule

Estimated Eligible Premium

1.

| State | First | Next | Next | Balance |
|--------------|--------------|-------------|-------------|----------------|
| FL | \$10,000 | \$190,000 | \$1,550,000 | |
| | - | 9.1% | 11.3% | 12.3% |

2. Average percentage discount:

3. Other coverage agreements:

4. If there are no entries in items 1,2, and 3, of the schedule see the Premium Discount Endorsement Attached to your agreement number:

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the agreement)**

Countersigned by : *Margaret E. Jones*



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

| | |
|---|---|
| Named Covered Party: Sebring Airport Authority 128 Authority Lane Sebring, FL 33870 | Coverage Provider Preferred Governmental Insurance Trust P.O. Box 958455 Lake Mary, FL 32795-8455 |
| Agreement No.: WC FL1 0284850 23-13 | Carrier No.: 38849 |

The premium for this coverage agreement will be adjusted by an experience rating modification factor. The factor shown in the schedule is a Contingent Experience Rating Modification Factor based on the appropriate experience data available and replaces any prior experience modification factor. We will issue an endorsement to show a revised factor if appropriate additional experience data becomes available. The contingent factor will apply unless a revised factor is subsequently issued.

Schedule

Experience Rating Modification Factor: 0.92
Experience Rating Effective Date: 10/01/2023

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Countersigned by : _____



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

Named Covered Party:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Coverage Provider

Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13

Carrier No.: 38849

Experience rating is mandatory for all eligible covered parties. The experience rating modification factor, if any, applicable to this coverage agreement, may change if there is a change in your ownership or in that one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the agreement)

Countersigned by : Margaret E. Jones



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
COVERAGE AGREEMENT**

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

Named Covered Party:

Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Coverage Provider

Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0284850 23-13

Carrier No.: 38849

This coverage agreement requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this coverage agreement, you consent to the release of the information. We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the agreement.

This endorsement changes the agreement to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the agreement)**

Countersigned by : Margaret E. Gross



CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

P.O. Box 614004

Orlando, FL 32861-4004

Toll Free: 1-800-237-6617

Local: 321-832-1400

Fax : 1-321-832-1717

www.pgcs-tpa.com

There are four ways to report a claim:

- **24/7 Online @ www.pgcs-tpa.com , you must register for this service on the website**
- **Call 800-237-6617 - during office hours of 8am to 5pm Monday through Friday**
- **Fax 321-832-1448**
- **Email to wccclaims@pgcs-tpa.com**



Professionally administered by Public Risk Underwriters of Florida



Public Risk Underwriters

Insurance Solutions for Public Entities



Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:

- Underwriting - Margaret Gross 321-832-1506
- Operations – Sarah Fugate 321-832-1451
- Marketing – Kurt Heyman 321-832-1455

AmeriSys

AmeriSys provides superior medical management programs which focus on getting employees back to work and reducing costs. AmeriSys works closely with PGCS from the onset of the claim for a seamless claim process.

AmeriSys Services:

- Field Nurse Case Management
- Telephonic Nurse Case Management
- Cost Containment/ Medical Bill Review
- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental Claims Services

Preferred’s claims administrator is PGCS. With more than 25 years of claims experience, PGCS is Florida’s foremost governmental third-party administration company. The cornerstones of our claims administration are communication, quick access and sound return-to-work policies.

Report a Preferred Claim

Workers’ Compensation:

- Phone: 800-237-6617 (24/7 claim reporting)
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: WCclaims@pgcs-tpa.com

Liability & Property:

- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: Liabilityclaims@pgcs-tpa.com
- Hurricane claims: Hurricane@pgcs-tpa.com

Engle Martin works closely with PGCS to provide field adjusting services on all property claims.

Report Worker’s Compensation Fraud: PGCS maintains a Special Investigative Unit (SIU) to pursue fraudulent claims. All calls are strictly confidential.

- Phone: 833-FRAUD74 (833-372-8374)

Deadly Weapon Event: 24 hr. Crisis Management Response

860-677-3790 – CrisisRisk Strategies LLC

Loss Control Services Provided by Public Risk Underwriters of Florida

As a Member of Preferred you are encouraged to take advantage of the many Loss Control and Risk Management services available to you at no cost. We provide onsite consultations, onsite training, the Preferred TIPS Matching Grant program, an online training platform with over 600 courses available and a streaming video library with over 600 easy to access training videos. If you have any questions regarding any kind of safety, loss control and/ or risk management issue, please do not hesitate to contact your Preferred Loss Control Consultant.

Southeast Region: Chris Kittleson, Director of Loss Control Technical Services / Cell: 321-525-0353 /email: ckittleson@publicrisk.com

Southwest Region: Pam Hancock, Senior Safety & Risk Management Consultant/ Cell: 321-960-3432/ email: phancock@publicrisk.com

Panhandle & Central Region: Mike Marinan, Director of Member Services/ Cell: 407-725-6858/ Office: 321-832-1473/ email: mmarinan@publicrisk.com

Support: Mike Stephens, Senior Loss Control Specialist/ Office: 321-832-1658/ email: mstephens@publicrisk.com

RAILROAD PROTECTIVE LIABILITY 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.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and

- (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (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.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion **f.** Pollution, Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.

4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph **3.** above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of the property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

- A.** The following Conditions apply to Coverages **A** and **B:**
 - 1. Assignment**
Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.
 - 2. Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
 - 3. Cancellation**
 - a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are 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.

5. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make 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:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. 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.

- d. Paragraph b. 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.

6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us 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 policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the occurrence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. Appraisal

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit To Bailee

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

3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";
 - b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
 - c. Any employee of yours not described in Paragraph a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the 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 Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) 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 "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them 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 **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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 packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear 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.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** and Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions:

This insurance does not apply to any obligation of the Company:

- A. to investigate, settle or defend any claim or suit against any “insured” alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:
 - (1) exposure to asbestos; or
 - (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;

- B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
 - (1) arises out of any such claim or suit; or
 - (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, (“TRIA” or the “Act”), we are required to provide you with a notice of the portion of your premium attributable to coverage for “certified acts of terrorism,” the federal share of payment of losses from such acts, and the limitation or “cap” on our liability under the Act

Disclosure of Premium

The Company has made available coverage for “certified acts of terrorism” as defined in the Act, for **ZERO** additional premium.

Federal Participation In Payment of Terrorism Losses

If covered terrorism losses exceed a statutorily established deductible amount paid by the insurance company providing coverage, as specified in the Act, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to “certified acts of terrorism” exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs **b.** and **d.** of the **Cancellation** Condition (**Section IV – Conditions**) are replaced by the following and supersede any other provision to the contrary:

b. Cancellation Of Policies In Effect

(1) For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** 20 days before the effective date of cancellation if we cancel for any other reason, except that we may cancel immediately if there has been:
 - (i)** A material misstatement or misrepresentation; or
 - (ii)** A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** The policy was obtained by a material misstatement;
- (c)** Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (d)** A substantial change in the risk covered by the policy; or
- (e)** The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (ii)** 45 days before the effective date of cancellation, if we cancel for any of the other reasons stated in Paragraph **b.(2)**.

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver a written notice, stating the reason for nonrenewal, to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations at the respective mailing addresses last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FUNGI, VIRUS, OR BACTERIA EXCLUSION ENDORSEMENT – FLORIDA

- A. It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** – Coverage under paragraph 2.

Exclusions

This insurance does not apply to:

"Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:

1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
2. Failure to provide any state or governmental mandated personal protective equipment;
3. Failure to prevent the spread of the disease;
4. Failure to report the disease to authorities; or
5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above. However, absent "bodily injury" or "property damage" related to the transmission of any infectious disease, this exclusion will not apply to deny an insured's claim that would otherwise be covered under the policy.

- B.** It is hereby understood and agreed that the following exclusion is added to Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions

This insurance does not apply to:

"Physical damage to property" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:

1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
2. Failure to provide any state or governmental mandated personal protective equipment;
3. Failure to prevent the spread of the disease;
4. Failure to report the disease to authorities; or
5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above. However, absent "bodily injury" or "property damage" related to the transmission of any infectious disease, this exclusion will not apply to deny an insured's claim that would otherwise be covered under the policy.

- C.** The following definitions are added to **SECTION V – DEFINITIONS**:

"Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.

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

“Virus” means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

All other terms and conditions remain unchanged

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Premium History

| Line of Coverage | Carrier | 2019-20 |
|-------------------------|----------------|----------------|
| Package | Preferred | \$162,275 |
| POL/EPL | Stratford | \$4,356 |
| | Berkley | |
| | Richmond | |
| Workers' Compensation | Preferred | \$2,599 |
| Railroad Liability | Arch | \$7,975 |
| | Hudson | |

| 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|-----------|----------|-----------|-----------|
| \$162,275 | unk | \$239,959 | \$427,219 |
| | | | |
| \$4,250 | unk | | |
| | | \$5,000 | \$8,243 |
| \$8,251 | \$11,548 | \$13,428 | \$11,663 |
| | | | |
| unk | \$750 | \$765 | \$890 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2014

PK FL1 0284850 14-11

10/01/2014 To 09/30/2015

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|-----------------------------|--------------------------|------------------------|------|-----------|---------|---------|-------|------------|-------|
| Helms, Robert 276401 | GLBI | 01/14/2015 Closed | 01/15/2015 01/15/2015 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Claimant fell and hit his head. Yes; Fall or Slip - Miscellaneous | | | | | | | | | | | |
| Zager, Millicent 288154 | GLBI | 03/20/2015 Closed | 03/17/2016 08/03/2016 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Alleging negligence contributed to claimant's injuries Yes; Fall or Slip - Miscellaneous | | | | | | | | | | | |
| Huggins, LeShawn 278739 | GLBI | 04/09/2015 Closed | 04/13/2015 02/25/2016 | Payments | 0.00 | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | 8.95 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Slipped and fell on bathroom floor. Yes; Slip and Fall | | | | | | | | | | | |

| PK FL1 0284850 14-11 Policy Totals | Opened | Closed | Total | | | | | | | | |
|------------------------------------|----------|----------|----------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | Payments | | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | 8.95 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | 8.95 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 2 | 1 | 3 | | | | | | | | |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2014

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 2 | 1 | 3 | Payments | 0.00 | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | 8.95 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 8.95 | 0.00 | 0.00 | 8.95 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2016

PK2FL1 0284850 15-12

10/01/2016 To 09/30/2017

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|-----------------------------|--------------------------|------------------------|------------|-----------|---------|---------|-----------|------------|------------|
| Sebring Airport Authority 305614 | EMPDIS | 03/17/2017 Closed | 03/29/2017 03/31/2017 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Client discovered employee had taken unauthorized PTO for a while with Inside Premises (Crime) | | | | | | | | | | | |
| Sebring Airport Authority 330327 | PRCAT | 09/11/2017 Closed | 10/04/2018 06/24/2020 | Payments | 432,276.92 | 0.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 433,526.92 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 432,276.92 | 0.00 | 0.00 | 0.00 | 1,250.00 | 433,526.92 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 1,250.00 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 330325 | PRCAT | 09/11/2017 Closed | 10/04/2018 06/24/2020 | Payments | 21,392.87 | 0.00 | 0.00 | 0.00 | 0.00 | 8,432.00 | 29,824.87 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 21,392.87 | 0.00 | 0.00 | 0.00 | 8,432.00 | 29,824.87 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 8,432.00 | 8,432.00 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 348901 | PRCAT | 09/11/2017 Closed | 02/04/2019 06/24/2020 | Payments | 185,065.15 | 0.00 | 0.00 | 0.00 | 0.00 | 12,679.10 | 197,744.25 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 185,065.15 | 0.00 | 0.00 | 0.00 | 12,679.10 | 197,744.25 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 12,679.10 | 12,679.10 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 350378 | PRCAT | 09/11/2017 Closed | 03/10/2019 06/24/2020 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,464.09 | 2,464.09 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 2,464.09 | 2,464.09 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 2,464.09 | 2,464.09 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 354940 | PRCAT | 09/11/2017 Closed | 06/20/2019 06/24/2020 | Payments | 15,853.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,853.97 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 15,853.97 | 0.00 | 0.00 | 0.00 | 0.00 | 15,853.97 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 310979 | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,802.25 | 22,802.25 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 22,802.25 | 22,802.25 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 22,802.25 | 22,802.25 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |

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Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2016

PK2FL1 0284850 15-12

10/01/2016 To 09/30/2017

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|--|------------|----------------------|--------------------------|-----------------|--------------|-----------|---------|-----------|-------|------------|--------------|
| Sebring Airport Authority 310970 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 669,853.91 | 0.00 | 0.00 | 93,595.20 | 0.00 | 101,540.40 | 864,989.51 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 669,853.91 | 0.00 | 0.00 | 93,595.20 | 0.00 | 101,540.40 | 864,989.51 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 101,540.40 | 101,540.40 |
| | | | | | | | | | | | |
| Sebring Airport Authority 330326 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 10/04/2018 06/24/2020 | Payments | 5,268.83 | 0.00 | 0.00 | 0.00 | 0.00 | 9,917.60 | 15,186.43 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 5,268.83 | 0.00 | 0.00 | 0.00 | 0.00 | 9,917.60 | 15,186.43 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,917.60 | 9,917.60 |
| | | | | | | | | | | | |
| Sebring Airport Authority 330324 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 10/04/2018 06/24/2020 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,138.35 | 1,138.35 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,138.35 | 1,138.35 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,138.35 | 1,138.35 |
| | | | | | | | | | | | |
| Sebring Airport Authority 323122 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 04/11/2018 06/24/2020 | Payments | 157,676.50 | 0.00 | 0.00 | 0.00 | 0.00 | 34,184.20 | 191,860.70 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 157,676.50 | 0.00 | 0.00 | 0.00 | 0.00 | 34,184.20 | 191,860.70 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34,184.20 | 34,184.20 |
| | | | | | | | | | | | |
| Sebring Airport Authority 310975 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 21,703.47 | 0.00 | 0.00 | 0.00 | 0.00 | 8,121.40 | 29,824.87 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 21,703.47 | 0.00 | 0.00 | 0.00 | 0.00 | 8,121.40 | 29,824.87 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,121.40 | 8,121.40 |
| | | | | | | | | | | | |
| Sebring Airport Authority 310977 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 1,543,464.93 | 0.00 | 0.00 | 0.00 | 0.00 | 19,138.80 | 1,562,603.73 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,543,464.93 | 0.00 | 0.00 | 0.00 | 0.00 | 19,138.80 | 1,562,603.73 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19,138.80 | 19,138.80 |
| | | | | | | | | | | | |
| Sebring Airport Authority 310973 Property damage from Hurricane Irma. Windstorm or Hail | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 65,742.51 | 0.00 | 0.00 | 0.00 | 0.00 | 15,203.80 | 80,946.31 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 65,742.51 | 0.00 | 0.00 | 0.00 | 0.00 | 15,203.80 | 80,946.31 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,203.80 | 15,203.80 |
| | | | | | | | | | | | |

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**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2016

PK2FL1 0284850 15-12

10/01/2016 To 09/30/2017

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|----------------------|--------------------------|------------------------|------------|-----------|---------|---------|-------|------------|------------|
| Sebring Airport Authority 323124 | PRCAT | 09/11/2017 Closed | 04/11/2018 06/24/2020 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 398.42 | 398.42 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 398.42 | 398.42 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 398.42 | 398.42 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 363428 | PRCAT | 09/11/2017 Closed | 01/28/2020 06/24/2020 | Payments | 500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500,000.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 500,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500,000.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 348903 | PRCAT | 09/11/2017 Closed | 02/04/2019 06/24/2020 | Payments | 173,692.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,508.00 | 175,200.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 173,692.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,508.00 | 175,200.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,508.00 | 1,508.00 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 354937 | PRCAT | 09/11/2017 Closed | 06/20/2019 06/24/2020 | Payments | 2,176.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,176.23 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 2,176.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,176.23 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 310971 | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 881,962.52 | 0.00 | 0.00 | 0.00 | 0.00 | 43,975.60 | 925,938.12 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 881,962.52 | 0.00 | 0.00 | 0.00 | 0.00 | 43,975.60 | 925,938.12 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 43,975.60 | 43,975.60 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 323123 | PRCAT | 09/11/2017 Closed | 04/11/2018 06/24/2020 | Payments | 51,616.37 | 0.00 | 0.00 | 0.00 | 0.00 | 17,140.20 | 68,756.57 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 51,616.37 | 0.00 | 0.00 | 0.00 | 0.00 | 17,140.20 | 68,756.57 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17,140.20 | 17,140.20 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 323125 | PRCAT | 09/11/2017 Closed | 04/11/2018 06/24/2020 | Payments | 42,739.56 | 0.00 | 0.00 | 0.00 | 0.00 | 60,300.00 | 103,039.56 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 42,739.56 | 0.00 | 0.00 | 0.00 | 0.00 | 60,300.00 | 103,039.56 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 60,300.00 | 60,300.00 |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |

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**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2016

PK2FL1 0284850 15-12

10/01/2016 To 09/30/2017

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|-----------------------------|--------------------------|------------------------|---------------------|-------------|-------------|------------------|-------------|-------------------|---------------------|
| Sebring Airport Authority 310980 | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 1,013,367.10 | 0.00 | 0.00 | 0.00 | 0.00 | 28,690.00 | 1,042,057.10 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,013,367.10 | 0.00 | 0.00 | 0.00 | 0.00 | 28,690.00 | 1,042,057.10 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 28,690.00 | 28,690.00 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 310978 | PRCAT | 09/11/2017 Closed | 09/12/2017 06/24/2020 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,169.72 | 4,169.72 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,169.72 | 4,169.72 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 4,169.72 | 4,169.72 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 354936 | PRCAT | 09/11/2017 Closed | 06/20/2019 06/24/2020 | Payments | 72,569.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 72,569.84 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 72,569.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 72,569.84 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Property damage from Hurricane Irma. Windstorm or Hail | | | | | | | | | | | |
| PK2FL1 0284850 15-12 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 0.00 | 93,595.20 | 0.00 | 393,053.93 | 6,343,071.81 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9 | 1 | 10 | Gross Incurred | 5,856,422.68 | 0.00 | 0.00 | 93,595.20 | 0.00 | 393,053.93 | 6,343,071.81 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 393,053.93 | 393,053.93 |

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As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2016

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|---------------------|------------------|----------------|------------------|--------------|-------------------|---------------------|
| | 9 | 1 | 10 | Payments | 5,856,422.68 | 0.00 | 0.00 | 93,595.20 | 0.00 | 393,053.93 | 6,343,071.81 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 5,856,422.68 | 0.00 | 0.00 | 93,595.20 | 0.00 | 393,053.93 | 6,343,071.81 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 393,053.93 | 393,053.93 |

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As Of 12/31/2023

Preferred Governmental Insurance Trust
Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2017

PK2FL1 0284850 17-14

10/01/2017 To 09/30/2018

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|-----------------------------|--------------------------|------------------------|-----------------|-------------|-------------|-------------|-------------|-----------------|-----------------|
| Mason, Paula 322783 | GLBI | 03/06/2018 Closed | 04/04/2018 04/04/2018 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Claimant alleges injury from a fall on a sidewalk. Yes; Slip and Fall | | | | | | | | | | | |
| Sebring Airport Authority 329345 | PROP | 07/30/2018 Closed | 09/10/2018 12/14/2018 | Payments | 3,880.17 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 3,880.17 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 |
| Terminal building, Apron and runway lighting system damaged from light Lightning | | | | | | | | | | | |
| PK2FL1 0284850 17-14 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 2 | 1 | 3 | Gross Incurred | 3,880.17 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 |

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As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2017

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 2 | 1 | 3 | Payments | 3,880.17 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 3,880.17 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 8,880.17 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 |

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As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2018

PK2FL1 0284850 17-14

10/01/2018 To 09/30/2019

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|--|------------|-----------------------------|--------------------------|------------------------|----------|-----------|---------|---------|-------|------------|----------|
| Sebring Airport Authority 358353 | APCL | 09/09/2019 Closed | 09/11/2019 11/19/2019 | Payments | 1,113.46 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,113.46 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| IV backed into parked IV Vehicle Backing Accident | | | | | | | | | | | |

| PK2FL1 0284850 17-14 Policy Totals | Opened | Closed | Total | | | | | | | | |
|------------------------------------|----------|----------|----------|-----------------------|-----------------|-------------|-------------|-------------|-------------|-----------------|-----------------|
| | | | | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 1,113.46 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| | 1 | 0 | 1 | | | | | | | | |

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As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2018

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-----------------|------------------|----------------|----------------|--------------|-------------------|-----------------|
| | 1 | 0 | 1 | Payments | 1,113.46 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 1,113.46 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 2,113.46 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2019

PK2FL1 0284850 19-16

10/01/2019 To 09/30/2020

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|--|------------|-----------------------------|--------------------------|------------------------|------|-----------|---------|---------|-------|------------|-------|
| Sebring Airport Authority 367207 | PROP | 03/01/2020 Closed | 05/22/2020 09/10/2021 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Loss of income not received from tenants due to COVID-19 Pandemic | | | | | | | | | | | |

| PK2FL1 0284850 19-16 Policy Totals | Opened | Closed | Total | | | | | | | | |
|------------------------------------|----------|----------|----------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1 | 0 | 1 | | | | | | | | |

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As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2019

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 1 | 0 | 1 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

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As Of 12/31/2023

Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

PK FL1 0284850 21-18

10/01/2021 To 09/30/2022

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|----------------------|--------------------------|-----------------|-----------|-----------|---------|-----------|-------|------------|-----------|
| Sebring Airport Authority 410883 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,485.00 | 7,485.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,485.00 | 7,485.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,485.00 | 7,485.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410896 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410894 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 409458 | PRCAT | 09/29/2022 Closed | 11/28/2022 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 36,670.06 | 0.00 | 0.00 | 36,670.06 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 36,670.06 | 0.00 | 0.00 | 36,670.06 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410885 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 8,000.07 | 0.00 | 0.00 | 0.00 | 0.00 | 16,966.00 | 24,966.07 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 8,000.07 | 0.00 | 0.00 | 0.00 | 0.00 | 16,966.00 | 24,966.07 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16,966.00 | 16,966.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410897 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 10,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 14,100.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 10,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 14,100.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 4,000.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410884 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |

01/09/2024

As Of 12/31/2023

Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

PK FL1 0284850 21-18

10/01/2021 To 09/30/2022

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|----------------------|--------------------------|-----------------|----------|-----------|---------|---------|-------|------------|-----------|
| Sebring Airport Authority 410888 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,743.29 | 1,743.29 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,743.29 | 1,743.29 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,743.29 | 1,743.29 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410892 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410886 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 4,208.36 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 10,566.36 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 4,208.36 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 10,566.36 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410893 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410895 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | 9,702.89 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | 9,702.89 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | 9,702.89 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410887 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |
| Sebring Airport Authority 410889 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 1,836.26 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 8,194.26 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,358.00 | 6,358.00 |
| Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | | | | | |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

PK FL1 0284850 21-18

10/01/2021 To 09/30/2022

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|--|------------|-----------------------------|--------------------------|---|------------------|-------------|-------------|------------------|-------------|------------------|-------------------|
| Sebring Airport Authority 410890 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | |
| Sebring Airport Authority 410891 | PRCAT | 09/29/2022 Closed | 01/12/2023 09/03/2023 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | 9,702.89 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,702.89 | |
| | | | | Prop damage; Hurricane Ian Windstorm or Hail | | | | | | | |
| PK FL1 0284850 21-18 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 0.00 | 36,670.06 | 0.00 | 87,748.07 | 155,907.86 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0 | 0 | 0 | Gross Incurred | 31,489.73 | 0.00 | 0.00 | 36,670.06 | 0.00 | 87,748.07 | 155,907.86 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87,748.07 | 87,748.07 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|------------------|------------------|----------------|------------------|--------------|-------------------|-------------------|
| | 0 | 0 | 0 | Payments | 31,489.73 | 0.00 | 0.00 | 36,670.06 | 0.00 | 87,748.07 | 155,907.86 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 31,489.73 | 0.00 | 0.00 | 36,670.06 | 0.00 | 87,748.07 | 155,907.86 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87,748.07 | 87,748.07 |

01/09/2024

As Of 12/31/2023

Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2022

PK FL1 0284850 22-19

10/01/2022 To 09/30/2023

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|----------------------|--------------------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PK FL1 0284850 22-19 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0 | 0 | 0 | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2022

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2023

PK FL1 0284850 23-20

10/01/2023 To 09/30/2024

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|----------------------|--------------------|------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PK FL1 0284850 23-20 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0 | 0 | 0 | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | |
|----------------------------|--|-------------|--|
| Policy Number | G2431912A | Policy Term | 10/1/2012 - 10/1/2013 |
| Insured Name | SEBRING AIRPORT AUTHORITY | | |
| Division | W - Westchester Specialty | PAC | PBO - Public Officials |
| Master/Subsidiary Producer | 277318 - RISK MANAGEMENT ASSOCIATESINC | MCC | 0081130 - Commercial Risk Mgmt Liability |

| BCO | Adjuster | | *** | | | | | | | | | | | | |
|----------|-------------------------|----------|------------|-----------|-------------|------------|-------------|-------|------|----------|-----|-----------------|--------------------|-------------------|---------------------|
| Claim | Supervisor | | *** | | | | | | | | | | | | |
| | Plant / Div Location Cd | | *** | | | | | | | | | | | | |
| Sub Ltr | Occurrence ID | Proc AIM | Event Date | Made Date | Report Date | Close Date | Reopen Date | State | Desc | Claimant | Sts | Gross Paid Loss | Gross Paid Expense | Gross Outstanding | Gross Incurred Loss |
| | | | | | | | | | | | | \$0 | \$0 | * | * |
| Subtotal | | | | | | | | | | | | \$0 | \$0 | * | * |

| | | | |
|----------------------------|--|-------------|--|
| Policy Number | G2431912A | Policy Term | 10/1/2012 - 10/1/2013 |
| Insured Name | SEBRING AIRPORT AUTHORITY | | |
| Division | W - Westchester Specialty | PAC | PBO - Public Officials |
| Master/Subsidiary Producer | Z00757 - RISK MANAGEMENT ASSOCIATESINC | MCC | 0081130 - Commercial Risk Mgmt Liability |

| BCO | Adjuster | | *** | | | | | | | | | | | | |
|----------|-------------------------|----------|------------|-----------|-------------|------------|-------------|-------|------|----------|-----|-----------------|--------------------|-------------------|---------------------|
| Claim | Supervisor | | *** | | | | | | | | | | | | |
| | Plant / Div Location Cd | | *** | | | | | | | | | | | | |
| Sub Ltr | Occurrence ID | Proc AIM | Event Date | Made Date | Report Date | Close Date | Reopen Date | State | Desc | Claimant | Sts | Gross Paid Loss | Gross Paid Expense | Gross Outstanding | Gross Incurred Loss |
| | | | | | | | | | | | | \$0 | \$0 | * | * |
| Subtotal | | | | | | | | | | | \$0 | \$0 | * | * | |

| | | | |
|----------------------------|--|-------------|--|
| Policy Number | G2431912A | Policy Term | 10/1/2013 - 10/1/2014 |
| Insured Name | SEBRING AIRPORT AUTHORITY | | |
| Division | W - Westchester Specialty | PAC | PBO - Public Officials |
| Master/Subsidiary Producer | 277318 - RISK MANAGEMENT ASSOCIATESINC | MCC | 0081130 - Commercial Risk Mgmt Liability |

| | | |
|-------|-------------------------|-----|
| BCO | Adjuster | *** |
| Claim | Supervisor | *** |
| | Plant / Div Location Cd | *** |

| Sub Ltr | Occurrence ID | Proc AIM | Event Date | Made Date | Report Date | Close Date | Reopen Date | State | Desc | Claimant | Sts | Gross Paid Loss | Gross Paid Expense | Gross Outstanding | Gross Incurred Loss |
|---------|---------------|----------|------------|-----------|-------------|------------|-------------|-------|------|----------|-----|-----------------|--------------------|-------------------|---------------------|
| | | | | | | | | | | | | \$0 | \$0 | * | * |

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|-----|-----|---|---|
| Subtotal | | | | | | | | | | | \$0 | \$0 | * | * |
|----------|--|--|--|--|--|--|--|--|--|--|-----|-----|---|---|

| | | | |
|----------------------------|--|-------------|--|
| Policy Number | G2431912A | Policy Term | 10/1/2014 - 10/1/2015 |
| Insured Name | SEBRING AIRPORT AUTHORITY | | |
| Division | W - Westchester Specialty | PAC | PBO - Public Officials |
| Master/Subsidiary Producer | 277318 - RISK MANAGEMENT ASSOCIATESINC | MCC | 0081130 - Commercial Risk Mgmt Liability |

| BCO | Adjuster | | *** | | | | | | | | | | | | |
|----------|-------------------------|----------|------------|-----------|-------------|------------|-------------|-------|------|----------|-----|-----------------|--------------------|-------------------|---------------------|
| Claim | Supervisor | | *** | | | | | | | | | | | | |
| | Plant / Div Location Cd | | *** | | | | | | | | | | | | |
| Sub Ltr | Occurrence ID | Proc AIM | Event Date | Made Date | Report Date | Close Date | Reopen Date | State | Desc | Claimant | Sts | Gross Paid Loss | Gross Paid Expense | Gross Outstanding | Gross Incurred Loss |
| | | | | | | | | | | | | \$0 | \$0 | * | * |
| Subtotal | | | | | | | | | | | \$0 | \$0 | * | * | |

| | | | |
|----------------------------|--|-------------|--|
| Policy Number | G2431912A | Policy Term | 10/1/2015 - 10/1/2016 |
| Insured Name | SEBRING AIRPORT AUTHORITY | | |
| Division | W - Westchester Specialty | PAC | PBO - Public Officials |
| Master/Subsidiary Producer | 277318 - RISK MANAGEMENT ASSOCIATESINC | MCC | 0081130 - Commercial Risk Mgmt Liability |

| | | |
|-------|-------------------------|-----|
| BCO | Adjuster | *** |
| Claim | Supervisor | *** |
| | Plant / Div Location Cd | *** |

| Sub Ltr | Occurrence ID | Proc AIM | Event Date | Made Date | Report Date | Close Date | Reopen Date | State | Desc | Claimant | Sts | Gross Paid Loss | Gross Paid Expense | Gross Outstanding | Gross Incurred Loss |
|---------|---------------|----------|------------|-----------|-------------|------------|-------------|-------|------|----------|-----|-----------------|--------------------|-------------------|---------------------|
| | | | | | | | | | | | | \$0 | \$0 | * | * |

| | | | | | | | | | | | | | | | |
|-------------|--|--|--|--|--|--|--|--|--|--|--|-----|-----|---|---|
| Subtotal | | | | | | | | | | | | \$0 | \$0 | * | * |
| Grand Total | | | | | | | | | | | | \$0 | \$0 | * | * |

Individual Policy Loss Analysis Report

AS OF 02/15/2024

SEBRING AIRPORT AUTHORITY

Policy: BRL0018605 Effective: 10/01/2019 To 10/01/2020

| Claim | Accident Date | Claimant | Description | | Paid Indemnity | Paid Expenses | Status |
|-------------------------|-------------------------|---------------------------------|---------------------------------|-----------------------------|---|-------------------------------|---------------------------------|
| | | - | | | 0.00 | 0.00 | |
| # Claimants 0 | # Incidents 0 | Paid Indemnity \$0.00 | Total Expenses \$0.00 | Total Paid \$0.00 | Collected Deductible (Not reflected in above payments) \$0.00 | Net Payments \$0.00 | Total Reserves \$0.00 |

2/16/2024

10:25 AM

STRATFORD INSURANCE

Page 2 of 8

Individual Policy Loss Analysis Report

AS OF 02/15/2024

Policy:

Effective:

To

Individual Policy Loss Analysis Report

AS OF 02/15/2024

SEBRING AIRPORT AUTHORITY

Policy: BRL0017656 Effective: 10/01/2018 To 10/01/2019

| Claim | Accident Date | Claimant | Description | | Paid Indemnity | Paid Expenses | Status |
|-------------------------|-------------------------|---------------------------------|---------------------------------|-----------------------------|---|-------------------------------|---------------------------------|
| | | - | | | 0.00 | 0.00 | |
| # Claimants 0 | # Incidents 0 | Paid Indemnity \$0.00 | Total Expenses \$0.00 | Total Paid \$0.00 | Collected Deductible (Not reflected in above payments) \$0.00 | Net Payments \$0.00 | Total Reserves \$0.00 |

2/16/2024

10:25 AM

STRATFORD INSURANCE

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Individual Policy Loss Analysis Report

AS OF 02/15/2024

Policy:

Effective:

To

Individual Policy Loss Analysis Report

AS OF 02/15/2024

SEBRING AIRPORT AUTHORITY

Policy: BRL0015486 Effective: 10/01/2017 To 10/01/2018

| Claim | Accident Date | Claimant | Description | | Paid Indemnity | Paid Expenses | Status |
|-------------------------|-------------------------|---------------------------------|---------------------------------|-----------------------------|---|-------------------------------|---------------------------------|
| | | - | | | 0.00 | 0.00 | |
| # Claimants 0 | # Incidents 0 | Paid Indemnity \$0.00 | Total Expenses \$0.00 | Total Paid \$0.00 | Collected Deductible (Not reflected in above payments) \$0.00 | Net Payments \$0.00 | Total Reserves \$0.00 |

2/16/2024

10:25 AM

STRATFORD INSURANCE

Page 6 of 8

Individual Policy Loss Analysis Report

AS OF 02/15/2024

Policy:

Effective:

To

Individual Policy Loss Analysis Report

AS OF 02/15/2024

SEBRING AIRPORT AUTHORITY

Policy: BRL0012735 Effective: 10/01/2016 To 10/01/2017

| Claim | Accident Date | Claimant | Description | | Paid Indemnity | Paid Expenses | Status |
|-------------------------|-------------------------|---------------------------------|---------------------------------|-----------------------------|---|-------------------------------|---------------------------------|
| | | - | | | 0.00 | 0.00 | |
| # Claimants 0 | # Incidents 0 | Paid Indemnity \$0.00 | Total Expenses \$0.00 | Total Paid \$0.00 | Collected Deductible (Not reflected in above payments) \$0.00 | Net Payments \$0.00 | Total Reserves \$0.00 |

2/16/2024

10:25 AM

STRATFORD INSURANCE

Page 8 of 8

Individual Policy Loss Analysis Report

AS OF 02/15/2024

Policy:

Effective:

To

Verus Specialty Insurance, a Berkley Company

Loss History Report for: **Sebring Airport Authority**

Valued as of: **1/30/2024**

Report Generated: **1/31/2024 11:28 AM**



Insured: Sebring Airport Authority
Carrier: Berkley Assurance Company
Policy: VUMB0228371
Line of Business: Public Officials Legal Liability

Policy Period: 10/01/2021 to 10/01/2022
Number of Claims: 0
Policy Year Total Incurred:

**** NO CLAIMS ON FILE FOR THIS POLICY TERM ****

Insured: Sebring Airport Authority
Carrier: Berkley Assurance Company
Policy: VUMB0228370
Line of Business: Public Officials Legal Liability

Policy Period: 10/01/2020 to 10/01/2021
Number of Claims: 0
Policy Year Total Incurred:

**** NO CLAIMS ON FILE FOR THIS POLICY TERM ****

Glossary / Definitions:

Total Incurred = Indemnity Reserve + Expense Reserve + Total Paid Loss + Total Paid Expense

Net Incurred = Total Incurred - Total Recoveries

Total Recoveries = Total Subrogation + Total Salvage, applicable only to Garage Liability and Garagekeepers policies.

(Expense amounts are exclusive of Coverage Counsel expense reserves and Payments.)

The information obtained herein is proprietary and is to be used by the insured and his/her insurance professional for the purpose of obtaining insurance coverage. It is not to be given to any other party for any other purpose. The reserve amounts stated above are estimates of the potential cost of the loss and should not be considered as the Company's acceptance of coverage, liability, or, the ultimate settlement value of any open claim. Reserve amounts are set at the sole discretion of Verus Specialty Insurance and are subject to change at any time without notice.



Loss Runs

Policy Information

| Insured | As of Date | Policy # | Policy Term |
|--|------------|--------------|-------------------------|
| Sebring Airport Authority Public Officials | 01/25/2024 | RN-7-0324749 | 10/01/2022 - 10/01/2023 |

Claims Information

| Claim # | Claimant | Cause of Loss | Policy Type | Status | Reported Date | Loss Date | Total Reserves | Total Paid | Total Incurred |
|---|----------|---------------|-------------|--------|---------------|-----------|----------------|------------|----------------|
| No losses reported during the policy terms requested. | | | | | | | | | |

Richmond National Insurance Company ("RNIC") notes that the information contained in this loss run is proprietary, and for the purpose of procuring insurance only. Amounts set forth above are estimates of the exposure for the loss(es), which are subject to change at any time without notice. RNIC makes no representations or warranties as to the completeness of the information set forth above, and disclaims any liability for any inaccuracies, errors or omissions contained therein.



Loss Runs

| Policy Information | | | | | | | | | |
|---|------------|---------------|-------------------------|--------|---------------|-----------|----------------|------------|----------------|
| Insured | As of Date | Policy # | Policy Term | | | | | | |
| Sebring Airport Authority Public Officials | 01/25/2024 | RN-7-0327176 | 10/01/2023 - 10/01/2024 | | | | | | |
| Claims Information | | | | | | | | | |
| Claim # | Claimant | Cause of Loss | Policy Type | Status | Reported Date | Loss Date | Total Reserves | Total Paid | Total Incurred |
| No losses reported during the policy terms requested. | | | | | | | | | |

Richmond National Insurance Company ("RNIC") notes that the information contained in this loss run is proprietary, and for the purpose of procuring insurance only. Amounts set forth above are estimates of the exposure for the loss(es), which are subject to change at any time without notice. RNIC makes no representations or warranties as to the completeness of the information set forth above, and disclaims any liability for any inaccuracies, errors or omissions contained therein.

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2014

WC FL1 0284850 14-04

10/01/2014 To 09/30/2015

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|--|------------|-----------------------------|--------------------|------------------------|-----------------------|-----------|---------|---------|-------|------------|-------|
| Willingham, David 280887 8810: Clerical Employee fell down stairs/ no more details Dislocation; Shoulder(s); Fall or Slip - On Stairs | WCMO | 06/14/2015 Closed | 07/06/2015 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 09/08/2015 | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | | | |
| WC FL1 0284850 14-04 Policy Totals | | Opened | Closed | Total | | | | | | | |
| | | 1 | 1 | 2 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2014

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 1 | 1 | 2 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2015

WC2FL1 0284850 15-05

10/01/2015 To 09/30/2016

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|-----------------------------|--------------------------|------------------------|-------------|-------------|-----------------|--------------|-------------|-------------|-----------------|
| Noonon, Kelly 287059 9015: Bldg Oper-Owners (Maintenance) bending, shoveling mulch. Lower back pain Strain; Lower Back Area (Incl. Lumbar &; Strain or Injury By - Misc) | WCMO | 02/04/2016 Closed | 02/04/2016 10/17/2016 | Payments | 0.00 | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | Total Incurred | 0.00 | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | | | | | | | | | | |
| WC2FL1 0284850 15-05 Policy Totals | Opened | Closed | Total | Payments | | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1 | 0 | 1 | Gross Incurred | 0.00 | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2015

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|-----------------|----------------|--------------|-------------------|-----------------|
| | 1 | 0 | 1 | Payments | 0.00 | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 2,310.78 | 28.94 | 0.00 | 0.00 | 2,339.72 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2017

WC2FL1 0284850 17-07

10/01/2017 To 09/30/2018

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|------------------------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC2FL1 0284850 17-07 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|-----------------------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | 0 | 0 | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Payments | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2017

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2018

WC2FL1 0284850 17-07

10/01/2018 To 09/30/2019

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|------------------------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC2FL1 0284850 17-07 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|-----------------------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | 0 | 0 | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Payments | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2018

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

Preferred Governmental Insurance Trust Agent Member Experience Report

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2019

WC FL1 0284850 19-09

10/01/2019 To 09/30/2020

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|-----------------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC FL1 0284850 19-09 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|----------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2019

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2020

WC FL1 0284850 20-10

10/01/2020 To 09/30/2021

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|------------------------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC FL1 0284850 20-10 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|----------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | | | | | |
| | 0 | 0 | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2020

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

WC FL1 0284850 21-11

10/01/2021 To 09/30/2022

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC FL1 0284850 21-11 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|----------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | | | | | |
| | 0 | 0 | 0 | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2021

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2022

WC FL1 0284850 22-12

10/01/2022 To 09/30/2023

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---------------------|------------|----------------------|--------------------|------------------------|-----------|---------|---------|-------|------------|-------|
| | | | | | | | | | | |
| | | | | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Total Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC FL1 0284850 22-12 Policy Totals | Opened | Closed | Total | Payments | Reserves | Gross Incurred | Collections | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|------------------------------------|--------|--------|-------|----------|----------|----------------|-------------|------|-----------|---------|---------|-------|------------|-------|
| | 0 | 0 | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2022

| Fund Year Totals | Opened | Closed | Total | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|-------------------------|---------------|---------------|--------------|-----------------------|-------------|------------------|----------------|----------------|--------------|-------------------|--------------|
| | 0 | 0 | 0 | Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Gross Incurred | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

01/09/2024

As Of 12/31/2023

**Preferred Governmental Insurance Trust
Agent Member Experience Report**

Risk Management Associates, Inc.

Sebring Airport - Sebring Airport Authority

2023

WC FL1 0284850 23-13

10/01/2023 To 09/30/2024

| Claimant Claim # | Claim Type | Occur Date Status | Reported Closed | | Loss | Indemnity | Medical | Expense | Legal | Deductible | Total |
|---|------------|---------------------------|--------------------|------------------------|------|-----------|----------|---------|-------|------------|----------|
| Vega, Francis 421678 | WCMO | 12/06/2023 Open | 12/08/2023 | Payments | 0.00 | 0.00 | 13.79 | 0.00 | 0.00 | 0.00 | 13.79 |
| | | | | Reserves | 0.00 | 0.00 | 2,486.21 | 250.00 | 0.00 | 0.00 | 2,736.21 |
| | | | | Total Incurred | 0.00 | 0.00 | 2,500.00 | 250.00 | 0.00 | 0.00 | 2,750.00 |
| EE hopped out of the golf cart while it was still rolling Strain; Ankle; Strain or Injury By - Jumping | | | | Subro / Salvage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| WC FL1 0284850 23-13 Policy Totals | Opened | Closed | Total | | | | | | | | |
|------------------------------------|----------|----------|----------|-----------------------|-------------|-------------|-----------------|---------------|-------------|-------------|-----------------|
| | | | | Payments | | 0.00 | 13.79 | 0.00 | 0.00 | 0.00 | 13.79 |
| | | | | Reserves | 0.00 | 0.00 | 2,486.21 | 250.00 | 0.00 | 0.00 | 2,736.21 |
| | | | | Gross Incurred | 0.00 | 0.00 | 2,500.00 | 250.00 | 0.00 | 0.00 | 2,750.00 |
| | | | | Collections | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1 | 0 | 1 | | | | | | | | |



Arch Claims Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: DPC100840800
 Policy Period: 10/01/2016 - 10/01/2017

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY IS AN EXCESS OR UMBRELLA POLICY AND THIS RUN DOES NOT REFLECT CLAIMS WHICH MAY HAVE BEEN REPORTED BY THE INSURED TO A PRIMARY CARRIER.



Arch Claims Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: DPC100840801
 Policy Period: 10/01/2017 - 10/01/2018

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: DPC100840802
 Policy Period: 10/01/2018 - 10/01/2019

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|---------------|---------------|----------------|---------------|---------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

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Arch Claims Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: DPC100840803
 Policy Period: 10/01/2019 - 10/01/2020

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|---------------|---------------|----------------|---------------|---------------|
| | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111000
 Policy Period: 10/28/2010 - 10/28/2011

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|-----------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111001
 Policy Period: 10/28/2011 - 10/28/2012

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|---------------|---------------|----------------|---------------|---------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111002
 Policy Period: 10/28/2012 - 10/28/2013

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111003
 Policy Period: 10/28/2013 - 10/28/2014

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|-----------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

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Arch Claims

Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111004
 Policy Period: 10/28/2014 - 10/28/2015

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|-----------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

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Arch Claims Loss Run Report

Insured Name: Sebring Airport Authority
 Policy Number: RGL004111005
 Policy Period: 10/28/2015 - 10/28/2016

Report ran by: MParpados
 Report run date: Jan 24, 2024 11:25:52 AM

| Claim | Handler | Date Closed | Claimant | Additional Insured/ Location | State | Date of Loss | Date Reported | Loss Description | External Handler Name | Indemnity Reserve | Expense Reserve | Medical Reserve | Indemnity Paid | Expense Paid | Medical Paid | Gross Incurred | Recoveries | Net Incurred |
|------------------------|---------|-------------|----------|------------------------------|-------|--------------|---------------|------------------|-----------------------|-------------------|-----------------|-----------------|----------------|--------------|--------------|----------------|------------|--------------|
| Total Claims: 0 | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

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123OCP Loss Run

Line Of Business
 RRPL : Railroad Protective Liability
Type Of Indemnity
 BI : Bodily Injury
 PD : Property Damage
 MP : Medical Payments
Status
 O : Open
 C : Closed
 RO : Re-Opened

| Policy | Named Insured | Effective Date | Expiration Date | Cancel Date | Claim Number | Claim Description | LOB | Date Of Loss | Date Claim Received | Status | Indemnity Type | Paid Indemnity | Paid LAE | Reserve | Recovery | Total Incurred |
|-----------------|---------------|----------------|-----------------|-------------|--------------|-------------------|------|--------------|---------------------|--------|----------------|----------------|------------|------------|------------|----------------|
| RRP015960514280 | CSX Railroad | 10/01/2023 | 10/01/2024 | | N/A | | RRPL | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | Total | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |



123OCP Loss Run

Line Of Business
 RRPL : Railroad Protective Liability
Type Of Indemnity
 BI : Bodily Injury
 PD : Property Damage
 MP : Medical Payments
Status
 O : Open
 C : Closed
 RO : Re-Opened

| Policy | Named Insured | Effective Date | Expiration Date | Cancel Date | Claim Number | Claim Description | LOB | Date Of Loss | Date Claim Received | Status | Indemnity Type | Paid Indemnity | Paid LAE | Reserve | Recovery | Total Incurred |
|-----------------|---------------|----------------|-----------------|-------------|--------------|-------------------|------|--------------|---------------------|--------|----------------|----------------|------------|------------|------------|----------------|
| RRP014287712664 | CSX Railroad | 10/01/2022 | 10/01/2023 | | N/A | | RRPL | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | Total | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |



1230CP Loss Run

Line Of Business
 RRPL : Railroad Protective Liability
Type Of Indemnity
 BI : Bodily Injury
 PD : Property Damage
 MP : Medical Payments
Status
 O : Open
 C : Closed
 RO : Re-Opened

| Policy | Named Insured | Effective Date | Expiration Date | Cancel Date | Claim Number | Claim Description | LOB | Date Of Loss | Date Claim Received | Status | Indemnity Type | Paid Indemnity | Paid LAE | Reserve | Recovery | Total Incurred |
|-----------------|---------------|----------------|-----------------|-------------|--------------|-------------------|------|--------------|---------------------|--------|----------------|----------------|------------|------------|------------|----------------|
| RRP012938811160 | CSX Railroad | 10/01/2021 | 10/01/2022 | | N/A | | RRPL | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | Total | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |



123OCP Loss Run

Line Of Business
 RRPL : Railroad Protective Liability
Type Of Indemnity
 BI : Bodily Injury
 PD : Property Damage
 MP : Medical Payments
Status
 O : Open
 C : Closed
 RO : Re-Opened

| Policy | Named Insured | Effective Date | Expiration Date | Cancel Date | Claim Number | Claim Description | LOB | Date Of Loss | Date Claim Received | Status | Indemnity Type | Paid Indemnity | Paid LAE | Reserve | Recovery | Total Incurred |
|-----------------|---------------|----------------|-----------------|-------------|--------------|-------------------|------|--------------|---------------------|--------|----------------|----------------|------------|------------|------------|----------------|
| RRP011778309633 | CSX Railroad | 10/01/2020 | 10/01/2021 | | N/A | | RRPL | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | Total | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |

PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Summary by Building

| Asset Number Building Code - Description Address | City, State Zip | Year Built | ISO Class | No of Stories | Square Feet | Replacement Cost New | Exclusion Amount | Replacement Cost Less Exclusions | Modeled Contents Value | Total Insurable Value |
|--|-------------------|---------------|--------------|------------------|----------------|----------------------------|---------------------|--|------------------------------|-----------------------------|
| Organization: 0284850 SEBRING AIRPORT AUTHORITY | | | | | | | | | | |
| Site: 001 SEBRING REGIONAL AIRPORT | | | | | | | | | | |
| SEB001001 001 - ADMINISTRATION BUILDING 128 AUTHORITY LANE | SEBRING, FL 33870 | 2000 | 2 | 1 | 19543 | 4,640,200.00 | 278,400.00 | 4,361,800.00 | 821,300.00 | 5,183,100.00 |
| SEB001003 003 - BUILDING #60 150 BEECH LANE | SEBRING, FL 33870 | 1944 | 3 | 1 | 33195 | 2,358,800.00 | 70,800.00 | 2,288,000.00 | 0.00 | 2,288,000.00 |
| SEB001014 014 - T HANGAR 99 15 CROSLEY LANE | SEBRING, FL 33870 | 1994 | 3 | 1 | 25012 | 600,300.00 | 30,000.00 | 570,300.00 | 0.00 | 570,300.00 |
| SEB001024 024 - LEATHER TANNERY BLDG #727 429 WEBSTER TURN DRIVE | SEBRING, FL 33870 | 1994 | 3 | 1 | 18250 | 883,600.00 | 35,300.00 | 848,300.00 | 0.00 | 848,300.00 |
| SEB001025 025 - T-HANGER BLD #102 63 CROSLEY LANE | SEBRING, FL 33870 | 2000 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |
| SEB001026 026 - COMMERCIAL HANGER #103 5, 7, 9, 11, 13 CROSLEY LAN | SEBRING, FL 33870 | 2000 | 3 | 1 | 19740 | 602,300.00 | 18,100.00 | 584,200.00 | 0.00 | 584,200.00 |
| SEB001027 027 - CONTROL TOWER 128 AUTHORITY LANE | SEBRING, FL 33870 | 1940 | 3 | 1 | 400 | 252,700.00 | 7,800.00 | 244,900.00 | 5,000.00 | 249,900.00 |
| 0284850000028 028 - BUILDING 22 (AVIATION SERVICES) 29536 FLYING FORTESS LAN | SEBRING, FL 33870 | 1997 | 3 | 2 | 41348 | 3,102,900.00 | 124,100.00 | 2,978,800.00 | 15,000.00 | 2,993,800.00 |
| SEB001029 029 - DIVERSIFIED CPC INTERNATION BLDG #906 441 WEBSTER TURN DRIVE | SEBRING, FL 33870 | 2003 | 3 | 1 | 6000 | 535,800.00 | 26,800.00 | 509,000.00 | 0.00 | 509,000.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Summary by Building**

| Asset Number Building Code - Description Address | City, State Zip | Year Built | ISO Class | No of Stories | Square Feet | Replacement Cost New | Exclusion Amount | Replacement Cost Less Exclusions | Modeled Contents Value | Total Insurable Value |
|--|-------------------|---------------|--------------|------------------|----------------|----------------------------|---------------------|--|------------------------------|-----------------------------|
| SEB001031 031 - BUILDING 735 185 SABRE DRIVE | SEBRING, FL 33870 | 1973 | 3 | 1 | 18060 | 1,263,000.00 | 50,500.00 | 1,212,500.00 | 0.00 | 1,212,500.00 |
| 0284850000029 033 - GENERAL STORAGE BUILDING 33 210 CHALLENGER WAY | SEBRING, FL 33870 | 1989 | 3 | 1 | 2000 | 66,100.00 | 3,300.00 | 62,800.00 | 0.00 | 62,800.00 |
| SEB001038 038 - T-HANGAR BUILDING 105 16 CROSLEY LANE | SEBRING, FL 33870 | 2007 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |
| SEB001039 039 - T-HANGAR BLDG #101 105 CROSLEY LANE | SEBRING, FL 33870 | 1994 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |
| SEB001040 040 - HANGAR BUILDING 104 440,442,444,446 HENDRICKS | SEBRING, FL 33870 | 2007 | 3 | 1 | 19720 | 1,561,700.00 | 62,500.00 | 1,499,200.00 | 0.00 | 1,499,200.00 |
| SEB001044 044 - BUILDING 50 8200 HAYWOOD TAYLOR BL | SEBRING, FL 33870 | 1970 | 3 | 1 | 110142 | 5,463,200.00 | 163,900.00 | 5,299,300.00 | 0.00 | 5,299,300.00 |
| 0284850000027 050 - CARTER AIRCRAFT BLDG #36 201 CHALLENGER DRIVE | SEBRING, FL 33870 | 1974 | 3 | 2 | 21635 | 841,300.00 | 42,000.00 | 799,300.00 | 0.00 | 799,300.00 |
| 0284850000030 100 - HANGER 100 21 CROSLEY LANE | SEBRING, FL 33870 | 1994 | 3 | 1 | 25012 | 600,300.00 | 30,000.00 | 570,300.00 | 0.00 | 570,300.00 |
| 0284850000106 106 - HANGER BUILDING 106 18 CROSLEY LANE | SEBRING, FL 33870 | 2007 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |
| 0284850000107 107 - HANGER 107 20 CROSLEY LANE | SEBRING, FL 33870 | 2007 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |

PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Summary by Building

| Asset Number Building Code - Description Address | City, State Zip | Year Built | ISO Class | No of Stories | Square Feet | Replacement Cost New | Exclusion Amount | Replacement Cost Less Exclusions | Modeled Contents Value | Total Insurable Value |
|---|-------------------|---------------|--------------|------------------|----------------|----------------------------|---------------------|--|------------------------------|-----------------------------|
| 0284850000108 108 - HANGER BUILDING 108 22 CROSLEY LANE | SEBRING, FL 33870 | 2007 | 3 | 1 | 13110 | 327,800.00 | 9,900.00 | 317,900.00 | 0.00 | 317,900.00 |
| 0284850000004 ROTATING BEACON & TOWER 128 AUTHORITY LANE | SEBRING, FL 33870 | 2000 | | | | 45,000.00 | 0.00 | 45,000.00 | 0.00 | 45,000.00 |
| 0284850000005 SIGN AUTHORITY LANE & SHICAN | SEBRING, FL 33870 | 1996 | | | | 37,000.00 | 0.00 | 37,000.00 | 0.00 | 37,000.00 |
| 0284850000011 WEATHER OBSERVATION 128 AUTHORITY LANE | SEBRING, FL 33870 | 2004 | | | | 175,000.00 | 0.00 | 175,000.00 | 0.00 | 175,000.00 |
| 0284850000013 250KW GENERATOR 128 AUTHORITY LANE | SEBRING, FL 33870 | 2006 | | | | 81,200.00 | 0.00 | 81,200.00 | 0.00 | 81,200.00 |
| 0284850000017 3 COIL BARBWIRE FENCE 128 AUTHORITY LANE | SEBRING, FL 33870 | 2010 | | | | 635,000.00 | 0.00 | 635,000.00 | 0.00 | 635,000.00 |
| 0284850000018 WROUGHT IRON FENCE 128 AUTHORITY LANE | SEBRING, FL 33870 | 2010 | | | | 11,000.00 | 0.00 | 11,000.00 | 0.00 | 11,000.00 |
| 0284850000020 1000 GAL STORAGE TANK (UNLEADED) 128 AUTHORITY LANE | SEBRING, FL 33870 | 2010 | | | | 37,500.00 | 0.00 | 37,500.00 | 0.00 | 37,500.00 |
| 0284850000021 1000 GAL STORAGE TANK (DIESEL) 128 AUTHORITY LANE | SEBRING, FL 33870 | 2010 | | | | 37,500.00 | 0.00 | 37,500.00 | 0.00 | 37,500.00 |
| 0284850000022 GENERATOR 250KW 441 WEBSTERS TURN DRIVE | SEBRING, FL 33870 | 2005 | | | | 81,200.00 | 0.00 | 81,200.00 | 0.00 | 81,200.00 |

PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Summary by Building

| Asset Number | Building Code - Description | Year | ISO | No of | Square | Replacement | Exclusion | Replacement | Modeled | Total |
|---------------|--|-------|-------------|---------|--------|---------------|--------------|---------------|------------|---------------|
| Address | City, State Zip | Built | Class | Stories | Feet | Cost | Amount | Cost Less | Contents | Insurable |
| | | | | | | New | | Exclusions | Value | Value |
| 0284850000023 | 5000 GAL STORAGE TANK (JET A)(APBR) | 2002 | | | | 37,500.00 | 0.00 | 37,500.00 | 0.00 | 37,500.00 |
| | 29 SOUTH BOULEVARD AVON PARK, FL 33825 | | | | | | | | | |
| 0284850000024 | 500 GAL STORAGE TANK (DIESEL)(SRAC GEN) | 2005 | | | | 18,100.00 | 0.00 | 18,100.00 | 0.00 | 18,100.00 |
| | 128 AUTHORITY LANE SEBRING, FL 33870 | | | | | | | | | |
| 0284850000109 | TRUCK WEIGHT SCALE | 2003 | | | | 88,000.00 | 0.00 | 88,000.00 | 0.00 | 88,000.00 |
| | 441 WEBSTER TURN DRIVE SEBRING, FL 33870 | | | | | | | | | |
| 0284850000110 | 2-30,000 GALLON FUEL TANKS | 2003 | | | | 86,600.00 | 0.00 | 86,600.00 | 0.00 | 86,600.00 |
| | 441 WEBSTER TURN DRIVE SEBRING, FL 33870 | | | | | | | | | |
| 0284850000111 | 4 STEEL RAILWAY TRAIN LADDERS | 2003 | | | | 48,800.00 | 0.00 | 48,800.00 | 0.00 | 48,800.00 |
| | 441 WEBSTER TURN DRIVE SEBRING, FL 33870 | | | | | | | | | |
| SEB001041 | RAILROAD SPUR | 1965 | | | | 1,040,300.00 | 0.00 | 1,040,300.00 | 0.00 | 1,040,300.00 |
| | 128 AUTHORITY LANE SEBRING, FL 33870 | | | | | | | | | |
| SEB001042 | 12000 GAL STORAGE TANK (JET A) | 2010 | | | | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 200,000.00 |
| | 128 AUTHORITY LANE SEBRING, FL 33870 | | | | | | | | | |
| SEB001043 | 12000 GAL STORAGE TANK (AV GAS) | 2010 | | | | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 200,000.00 |
| | 128 AUTHORITY LANE SEBRING, FL 33870 | | | | | | | | | |
| | Site Total for 001: | | Asset Count | 37 | | 27,598,700.00 | 1,002,900.00 | 26,595,800.00 | 841,300.00 | 27,437,100.00 |
| | Organization Total for 0284850: | | Asset Count | 37 | | 27,598,700.00 | 1,002,900.00 | 26,595,800.00 | 841,300.00 | 27,437,100.00 |

PREFERRED GOVERNMENTAL INSURANCE TRUST
Insurance Summary by Building

| Asset Number | Building Code - Description | Address | City, State Zip | Year Built | ISO Class | No of Stories | Square Feet | Replacement Cost New | Exclusion Amount | Replacement Cost Less Exclusions | Modeled Contents Value | Total Insurable Value |
|----------------------|-----------------------------|---------|-----------------|------------|-------------|---------------|-------------|----------------------|------------------|----------------------------------|------------------------|-----------------------|
| Report Total: | | | | | Asset Count | 37 | | 27,598,700.00 | 1,002,900.00 | 26,595,800.00 | 841,300.00 | 27,437,100.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------------------------|---------------------------|------------|
| Asset Number: | SEB001001 | | |
| Preferred Unit #: | 001 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 001 | ADMINISTRATION BUILDING | |
| Historical: | NO | 128 AUTHORITY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2000/2000 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 19543 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAT | AIR TERMINAL | |
| Frame Type: | JM | JOISTED MASONRY | |
| ISO Construction Class: | 2 | JOISTED MASONRY | |
| ISO Fire Protection Class: | 5 | No Desc | |
| GPS Lat & Long: | 27.455767 | -81.34545 | |
| Fire Alarm: | FIRE ALARM - AUTOMATIC 100% | | |
| Sprinkler Type: | SPRINKLER SYSTEM 100% | | |
| Security System: | | | |



Building Secondary Attributes

| | |
|--------------------------|--|
| Exterior Walls: | STUCCO ON MASONRY, |
| Roofing Type: | METAL, |
| Roofing Pitch: | HIGH (9/12-12/12), |
| Roofing Shape: | COMPLEX, |
| Flooring Type: | CARPETING, ASPHALT TILE |
| Ceiling Type: | ACOUSTICAL, DRYWALL |
| Partitions: | CONCRETE BLOCK, DRYWALL/STUDS |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 700 |
| Avg Story Height: | 14 |

General Attributes

| | |
|----------------------------|---|
| Fire Hydrant Dist | 10 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Electrical Upgrade | 2018 |
| Last Plumbing Upgrade | 2018 |
| Last HVAC Upgrade | 2018 |
| Last Roof Upgrade | 2018 |
| Last Building Code Upgrade | 2018 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 4,640,200.00 |
| Exclusion Amount | 278,400.00 |
| RCN Less Exclusions | 4,361,800.00 |
| Modeled Contents Value | 821,300.00 |
| Total Insurable Value | 5,183,100.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - EVAPORATIVE COOLER

AIR CONDITIONING - FORCED AIR

ELECTRICAL

HEATING - FORCED WARM AIR

PLUMBING

Features

COVERED ENTRANCE WAY

COVERED WALKWAY

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | WOOD PURLINS 5 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | ZERO TO FIVE YEARS 1 |
| Roof Geometry | GABLE ROOF MEDIUM PITCH (10° TO 30°) 6 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | LITTLE ORNAMENTATION 1 |
| Cladding Type | REINFORCED MASONRY OR CONCRETE 1 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | NOT DESIGNED FOR WIND PROTECTION 3 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001003 | | |
| Preferred Unit #: | 002 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 003 | BUILDING #60 | |
| Historical: | NO | 150 BEECH LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1944/1944 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 33195 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.459233 | | -81.34755 |
| Fire Alarm: | | | |
| Sprinkler Type: | | | |
| Security System: | | | |



Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, SHED |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | CONCRETE BLOCK, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 748 |
| | Avg Story Height: 30 |

General Attributes

| | |
|-------------------------|---|
| Fire Hydrant Dist | 80 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Electrical Upgrade | 2004 |
| Last Plumbing Upgrade | 2004 |
| Last Roof Upgrade | 2004 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 2,358,800.00 |
| Exclusion Amount | 70,800.00 |
| RCN Less Exclusions | 2,288,000.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 2,288,000.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | NONE 1 |
| Ground Level Equipment | NONE 1 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001014 | | |
| Preferred Unit #: | 023 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 014 | T HANGAR 99 | |
| Historical: | NO | 15 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1994/1994 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 25012 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460280 | | -81.349568 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 80 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 1994 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 600,300.00 |
| Exclusion Amount | 30,000.00 |
| RCN Less Exclusions | 570,300.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 570,300.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001024 | | |
| Preferred Unit #: | 006 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 024 | LEATHER TANNERY BLDG #727 | |
| Historical: | NO | 429 WEBSTER TURN DRIVE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1994/1994 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 18250 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | FAIR |
| Occupancy: | GWH | | WAREHOUSE |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460783 | | -81.353083 |



Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, CARPETING |
| Ceiling Type: | ACOUSTICAL, NONE |
| Partitions: | DRYWALL/STUDS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 610 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 125 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 1994 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 883,600.00 |
| Exclusion Amount | 35,300.00 |
| RCN Less Exclusions | 848,300.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 848,300.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - UNIT
ELECTRICAL
PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|--|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | FIVE TO TEN YEARS 2 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | LITTLE ORNAMENTATION 1 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE ONLY 2 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | OBVIOUS SIGNS OF DURESS/DISTRESS 4 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | SMALL AIRBORNE MISSILES, E.G., GRAVEL, FOLIAGE (STRUCTURE IS WITHIN 100 FT. OF MISSILES) 2 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001025 | | |
| Preferred Unit #: | 007 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 025 | T-HANGER BLD #102 | |
| Historical: | NO | 63 CROSLEY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2000/2000 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.459433 | | -81.349083 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 80 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 2000 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |



Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | UNKNOWN 0 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Asset Number: SEB001026
Preferred Unit #:
Member: 0284850 SEBRING AIRPORT AUTHORITY
Site: 001 SEBRING REGIONAL AIRPORT
Building: 026 COMMERCIAL HANGER #103
Historical: NO 5, 7, 9, 11, 13 CROSLY LANE
 SEBRING, FL 33870

Department:
Built/Acquired: 2000/2000
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: GAH
Frame Type: PES
ISO Construction Class: 3
ISO Fire Protection Class: 5
GPS Lat & Long: 27.460183
Fire Alarm:
Sprinkler Type:
Security System:

Inspection Date: 10/08/2019
Total Sq. Ft.: 19740
Basement Sq. Ft.: 0
Condition: GOOD
 AIRCRAFT HANGAR
 PRE-ENGINEERED STEEL
 NON COMBUSTIBLE
 No Desc
 -81.350067

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: NONE,
Ceiling Type: NONE,
Partitions: METAL SIDING ON GIRTS,
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 800 **Avg Story Height:** 25

General Attributes

Fire Hydrant Dist 50 feet
 Fire Dept Dist 7.6 miles
 Nearest Ocean 53 miles
 Last Roof Upgrade 2000
 Contents Rate Grade Moderately damageable (e.g., computers) 2



Valuation Conclusions

As Of Date 10/01/2019
 Valuation Source Statement of Value
 Replacement Cost New 602,300.00
 Exclusion Amount 18,100.00
 RCN Less Exclusions 584,200.00
 Modeled Contents Value 0.00
 Total Insurable Value 584,200.00

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - UNIT
ELECTRICAL
PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|--|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | ZERO TO FIVE YEARS 1 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | NO TIER 0 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | UNKNOWN 0 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | SMALL AIRBORNE MISSILES, E.G., GRAVEL, FOLIAGE (STRUCTURE IS WITHIN 100 FT. OF MISSILES) 2 |
| Contents Vulnerability Due to Water | LOW 1 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001027 | | |
| Preferred Unit #: | 008 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 027 | CONTROL TOWER | |
| Historical: | NO | 128 AUTHORITY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1940/1940 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 400 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | AVERAGE |
| Occupancy: | GPB | | PRESS BOX |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.457819 | | -81.345871 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | | | |
|-------------------------|--------------------------------|--------------------------|----|
| Exterior Walls: | GLASS METAL CURTAIN, | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | FLAT, | | |
| Roofing Shape: | FLAT, | | |
| Flooring Type: | CARPETING, | | |
| Ceiling Type: | DRYWALL, | | |
| Partitions: | GLASS PARTITION, DRYWALL/STUDS | | |
| Foundation Type: | CONCRETE FOOTING FOUNDATION, | | |
| Perimeter: | 80 | Avg Story Height: | 80 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 100 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 252,700.00 |
| Exclusion Amount | 7,800.00 |
| RCN Less Exclusions | 244,900.00 |
| Modeled Contents Value | 5,000.00 |
| Total Insurable Value | 249,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - UNIT
ELECTRICAL

Features

RAILINGS

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | UNKNOWN 0 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | FLAT ROOF 4 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | AVERAGE AMOUNT OF ORNAMENTATION 2 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | NONE 1 |
| Opening Protection | LAMINATED GLASS (NON-IMPACT RATED) 7 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | ENGINEERED 1 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | LOW 1 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-------------------------|---------------------------------|------------|
| Asset Number: | 0284850000028 | | |
| Preferred Unit #: | 026 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 028 | BUILDING 22 (AVIATION SERVICES) | |
| Historical: | NO | 29536 FLYING FORTESS LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1997/1997 | Inspection Date: | 10/08/2019 |
| No. Stories: | 2 | Total Sq. Ft.: | 41348 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | AVERAGE |
| Occupancy: | GWH | WAREHOUSE | |
| Frame Type: | PES | PRE-ENGINEERED STEEL | |
| ISO Construction Class: | 3 | NON COMBUSTIBLE | |
| ISO Fire Protection Class: | 5 | No Desc | |
| GPS Lat & Long: | 27.456516 | -81.345713 | |
| Fire Alarm: | | | |
| Sprinkler Type: | | | |
| Security System: | VIDEO SURVEILLANCE 100% | | |

Building Secondary Attributes

| | | | |
|-------------------------|----------------------------------|--------------------------|----|
| Exterior Walls: | METAL, | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | LOW (1/12-4/12), | | |
| Roofing Shape: | GABLE, | | |
| Flooring Type: | SEALER, ASPHALT TILE | | |
| Ceiling Type: | ACOUSTICAL, NONE | | |
| Partitions: | INSULATION PANELS, DRYWALL/STUDS | | |
| Foundation Type: | CONCRETE SLAB ON GROUND, | | |
| Perimeter: | 828 | Avg Story Height: | 15 |

General Attributes

| | |
|----------------------------|---|
| Fire Hydrant Dist | 50 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Electrical Upgrade | 2017 |
| Last Plumbing Upgrade | 2017 |
| Last HVAC Upgrade | 2017 |
| Last Roof Upgrade | 2017 |
| Last Building Code Upgrade | 2017 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 3,102,900.00 |
| Exclusion Amount | 124,100.00 |
| RCN Less Exclusions | 2,978,800.00 |
| Modeled Contents Value | 15,000.00 |
| Total Insurable Value | 2,993,800.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - CENTRAL
ELECTRICAL
PLUMBING

Features

COVERED ENTRANCE WAY
MEZZANINE

Features Memo

METAL PAINT BOOTH INSIDE BUILDING
10hp air compressor

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | ZERO TO FIVE YEARS 1 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (ABOVE AVERAGE STRENGTH) (UD WINDSTORM ONLY) 5 |
| Commercial Appurtenant Structure | AVERAGE AMOUNT OF ORNAMENTATION 2 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | NO TIER 0 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Asset Number: SEB001029
Preferred Unit #: 009
Member: 0284850 SEBRING AIRPORT AUTHORITY
Site: 001 SEBRING REGIONAL AIRPORT
Building: 029 DIVERSIFIED CPC INTERNATION BLDG #906
Historical: NO 441 WEBSTER TURN DRIVE
 SEBRING, FL 33870

Department:
Built/Acquired: 2003/2003
No. Stories: 1
Basement: NO
Flood Zone: X
Occupancy: GWH
Frame Type: PES
ISO Construction Class: 3
ISO Fire Protection Class: 5
GPS Lat & Long: 27.46155
Fire Alarm:
Sprinkler Type:
Security System:

Inspection Date: 10/07/2019
Total Sq. Ft.: 6000
Basement Sq. Ft.: 0
Condition: GOOD
WAREHOUSE
PRE-ENGINEERED STEEL
NON COMBUSTIBLE
No Desc
-81.35145

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: CARPETING, SEALER
Ceiling Type: DRYWALL, NONE
Partitions: DRYWALL/STUDS, NONE
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 320 **Avg Story Height:** 25

General Attributes

Fire Hydrant Dist 280 feet
 Fire Dept Dist 7.5 miles
 Nearest Ocean 53 miles
 Last Roof Upgrade 2003
 Contents Rate Grade Moderately damageable (e.g., computers) 2

**Valuation Conclusions**

As Of Date 10/01/2019
 Valuation Source Statement of Value
 Replacement Cost New 535,800.00
 Exclusion Amount 26,800.00
 RCN Less Exclusions 509,000.00
 Modeled Contents Value 0.00
 Total Insurable Value 509,000.00

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL
HEATING/AIR CONDITIONING (HEAT PUMP)
PLUMBING

Features

COVERED ENTRANCE WAY
LOADING DOCK
MEZZANINE

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | HIGH TREE RISK (MULTIPLE TALL TREES WITHIN STRIKING DISTANCE OF HOUSE) 3 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | LITTLE ORNAMENTATION 1 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | LOW 1 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------------------------|---------------------------|----------------------|
| Asset Number: | SEB001031 | | |
| Preferred Unit #: | 011 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 031 | BUILDING 735 | |
| Historical: | NO | 185 SABRE DRIVE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1973/1973 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 18060 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | AVERAGE |
| Occupancy: | GWH | | WAREHOUSE |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.45881 | | -81.353433 |
| Fire Alarm: | FIRE ALARM - AUTOMATIC 100% | | |
| Sprinkler Type: | SPRINKLER SYSTEM 20% | | |
| Security System: | | | |

Building Secondary Attributes

| | | | |
|-------------------------|--|--------------------------|----|
| Exterior Walls: | METAL SIDING ON GIRTS, CONCRETE BLOCK | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | MEDIUM (5/12-8/12), | | |
| Roofing Shape: | GABLE, | | |
| Flooring Type: | SEALER, VINYL | | |
| Ceiling Type: | ACOUSTICAL, NONE | | |
| Partitions: | DRYWALL/STUDS, CONCRETE | | |
| Foundation Type: | CONCRETE FOUNDATION WALLS, CONCRETE SLAB ON GROUND | | |
| Perimeter: | 598 | Avg Story Height: | 20 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 200 feet |
| Fire Dept Dist | 7.4 miles |
| Nearest Ocean | 53 miles |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |



Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 1,263,000.00 |
| Exclusion Amount | 50,500.00 |
| RCN Less Exclusions | 1,212,500.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 1,212,500.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL
HEATING/AIR CONDITIONING (HEAT PUMP)
PLUMBING

Features

BACKUP GENERATOR
COVERED ENTRANCE WAY
GRATING
LOADING DOCK

Features Memo

400KW BACK UP DIESEL GENERATOR WITH 1,500 FUEL TANK CAPACITY.

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|--|
| Contents Vulnerability Due to Wind | UNKNOWN 0 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | AVERAGE AMOUNT OF ORNAMENTATION 2 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | SMALL AIRBORNE MISSILES, E.G., GRAVEL, FOLIAGE (STRUCTURE IS WITHIN 100 FT. OF MISSILES) 2 |
| Contents Vulnerability Due to Water | LOW 1 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|--------------|-----------------------------|------------|
| Asset Number: | 028485000029 | | |
| Preferred Unit #: | | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 033 | GENERAL STORAGE BUILDING 33 | |
| Historical: | NO | 210 CHALLENGER WAY | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1989/1989 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 2000 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | EXCELLENT |
| Occupancy: | GSB7 | | |
| Frame Type: | PES | | |
| ISO Construction Class: | 3 | | |
| ISO Fire Protection Class: | 6 | | |
| GPS Lat & Long: | 27.453719 | | |
| Fire Alarm: | | | |
| Sprinkler Type: | | | |
| Security System: | | | |

Building Secondary Attributes

| | | | |
|-------------------------|--------------------------|--------------------------|----|
| Exterior Walls: | METAL, | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | LOW (1/12-4/12), | | |
| Roofing Shape: | GABLE, | | |
| Flooring Type: | SEALER, | | |
| Ceiling Type: | NONE, | | |
| Partitions: | INSULATION PANELS, | | |
| Foundation Type: | CONCRETE SLAB ON GROUND, | | |
| Perimeter: | 180 | Avg Story Height: | 25 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 52 feet |
| Fire Dept Dist | 7.5 miles |
| Nearest Ocean | 53 miles |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 66,100.00 |
| Exclusion Amount | 3,300.00 |
| RCN Less Exclusions | 62,800.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 62,800.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - EVAPORATIVE COOLER

AIR CONDITIONING - UNIT

ELECTRICAL

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|--|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | ZERO TO FIVE YEARS 1 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (HIGH STRENGTH) 1 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | NONE 1 |
| Ground Level Equipment | NONE 1 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | SMALL AIRBORNE MISSILES, E.G., GRAVEL, FOLIAGE (STRUCTURE IS WITHIN 100 FT. OF MISSILES) 2 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001038 | | |
| Preferred Unit #: | 015 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 038 | T-HANGAR BUILDING 105 | |
| Historical: | NO | 16 CROSLEY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2007/2007 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460695 | | -81.347951 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 20 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 2007 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | UNKNOWN 0 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | PRESENCE OF PARAPETS (GREATER THAN 3 FT) 1 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | UNKNOWN 0 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------|---------------------------|----------------------|
| Asset Number: | SEB001039 | | |
| Preferred Unit #: | 003 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 039 | T-HANGAR BLDG #101 | |
| Historical: | NO | 105 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1994/1994 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | AVERAGE |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460467 | | -81.348767 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | DRYWALL/STUDS, METAL SIDING ON GIRTS |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 80 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 1994 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - UNIT
ELECTRICAL
PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | YES 1 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Asset Number: SEB001040
Preferred Unit #: 014
Member: 0284850 SEBRING AIRPORT AUTHORITY
Site: 001 SEBRING REGIONAL AIRPORT
Building: 040 HANGAR BUILDING 104
Historical: NO 440,442,444,446 HENDRICKS FIELD WAY
 SEBRING, FL 33870

Department:
Built/Acquired: 2007/2007 **Inspection Date:** 10/08/2019
No. Stories: 1 **Total Sq. Ft.:** 19720
Basement: NO **Basement Sq. Ft.:** 0
Flood Zone: X **Condition:** GOOD
Occupancy: GAH AIRCRAFT HANGAR
Frame Type: PES PRE-ENGINEERED STEEL
ISO Construction Class: 3 NON COMBUSTIBLE
ISO Fire Protection Class: 5 No Desc
GPS Lat & Long: 27.458917 -81.348633
Fire Alarm: FIRE ALARM - AUTOMATIC 100%

Sprinkler Type:
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER,
Ceiling Type: NONE,
Partitions: DRYWALL/STUDS, METAL
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: 796 **Avg Story Height:** 30

General Attributes

Fire Hydrant Dist 85 feet
 Fire Dept Dist 7.6 miles
 Nearest Ocean 53 miles
 Last Roof Upgrade 2007
 Contents Rate Grade Moderately damageable (e.g., computers) 2



Valuation Conclusions

As Of Date 10/01/2019
 Valuation Source Statement of Value
 Replacement Cost New 1,561,700.00
 Exclusion Amount 62,500.00
 RCN Less Exclusions 1,499,200.00
 Modeled Contents Value 0.00
 Total Insurable Value 1,499,200.00

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - UNIT
ELECTRICAL
PLUMBING

Features

COVERED ENTRANCE WAY

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|--|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | AVERAGE AMOUNT OF ORNAMENTATION 2 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | SMALL AIRBORNE MISSILES, E.G., GRAVEL, FOLIAGE (STRUCTURE IS WITHIN 100 FT. OF MISSILES) 2 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Asset Number: SEB001044
Preferred Unit #: 024
Member: 0284850 SEBRING AIRPORT AUTHORITY
Site: 001 SEBRING REGIONAL AIRPORT
Building: 044 BUILDING 50
Historical: NO 8200 HAYWOOD TAYLOR BLVD
 SEBRING, FL 33870

Department:
Built/Acquired: 1970/1970 **Inspection Date:** 10/08/2019
No. Stories: 1 **Total Sq. Ft.:** 110142
Basement: NO **Basement Sq. Ft.:** 0
Flood Zone: X **Condition:** AVERAGE
Occupancy: GAH AIRCRAFT HANGAR
Frame Type: PES PRE-ENGINEERED STEEL
ISO Construction Class: 3 NON COMBUSTIBLE
ISO Fire Protection Class: 5 No Desc
GPS Lat & Long: 27.45760 -81.35262
Fire Alarm: FIRE ALARM - AUTOMATIC 100%
Sprinkler Type: SPRINKLER SYSTEM 10%
Security System:

Building Secondary Attributes

Exterior Walls: METAL SIDING ON GIRTS,
Roofing Type: METAL,
Roofing Pitch: LOW (1/12-4/12),
Roofing Shape: GABLE,
Flooring Type: SEALER, ASPHALT TILE
Ceiling Type: NONE, ACOUSTICAL
Partitions: DRYWALL/STUDS, NONE
Foundation Type: CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Perimeter: **Avg Story Height:** 18

General Attributes

Fire Hydrant Dist 200 feet
 Fire Dept Dist 7.6 miles
 Nearest Ocean 53 miles
 Last Electrical Upgrade 2016
 Last Plumbing Upgrade 2016
 Last HVAC Upgrade 2016
 Last Roof Upgrade 2016
 Last Building Code Upgrade 2016
 Contents Rate Grade Moderately damageable (e.g., computers) 2



Valuation Conclusions

As Of Date 10/01/2019
 Valuation Source Statement of Value
 Replacement Cost New 5,463,200.00
 Exclusion Amount 163,900.00
 RCN Less Exclusions 5,299,300.00
 Modeled Contents Value 0.00
 Total Insurable Value 5,299,300.00

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL
PLUMBING

Features

COVERED ENTRANCE WAY
LOADING DOCK

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Commercial Appurtenant Structure | LITTLE ORNAMENTATION 1 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | CANOPY, ROOF, OVERHANG, CARPORT, PARAPET 2 |
| Mechanical/Electrical Equipment (Side Building) | NONE 1 |
| Ground Level Equipment | NONE 1 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE ONLY 2 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

Notes

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**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|-----------------------------|---------------------------|----------------------|
| Asset Number: | 028485000027 | | |
| Preferred Unit #: | 025 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 050 | CARTER AIRCRAFT BLDG #36 | |
| Historical: | NO | 201 CHALLENGER DRIVE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1974/1974 | Inspection Date: | 10/08/2019 |
| No. Stories: | 2 | Total Sq. Ft.: | 21635 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | AVERAGE |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.453962 | | -81.345610 |
| Fire Alarm: | FIRE ALARM - AUTOMATIC 100% | | |
| Sprinkler Type: | SPRINKLER SYSTEM 100% | | |
| Security System: | | | |

Building Secondary Attributes

| | | | |
|-------------------------|--------------------------|--------------------------|----|
| Exterior Walls: | METAL SIDING, | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | LOW (1/12-4/12), | | |
| Roofing Shape: | GABLE, | | |
| Flooring Type: | SEALER, | | |
| Ceiling Type: | ACOUSTICAL, NONE | | |
| Partitions: | NONE, DRYWALL/STUDS | | |
| Foundation Type: | CONCRETE SLAB ON GROUND, | | |
| Perimeter: | 684 | Avg Story Height: | 14 |

General Attributes

| | |
|----------------------------|---|
| Fire Hydrant Dist | 10 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Electrical Upgrade | 2013 |
| Last Plumbing Upgrade | 2013 |
| Last HVAC Upgrade | 2013 |
| Last Roof Upgrade | 2013 |
| Last Building Code Upgrade | 2013 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 841,300.00 |
| Exclusion Amount | 42,000.00 |
| RCN Less Exclusions | 799,300.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 799,300.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

AIR CONDITIONING - CENTRAL

ELECTRICAL

PLUMBING

Features

MEZZANINE

Features Memo

1 TON CRANE LIFT

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | NO BUILDING MAINTENANCE 2 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | HEAVY STEEL FRAMES 3 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (ABOVE AVERAGE STRENGTH) (UD WINDSTORM ONLY) 5 |
| Commercial Appurtenant Structure | AVERAGE AMOUNT OF ORNAMENTATION 2 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Opening Protection | NO SHUTTER 5 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|--------------|---------------------------|----------------------|
| Asset Number: | 028485000030 | | |
| Preferred Unit #: | 030 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 100 | HANGER 100 | |
| Historical: | NO | 21 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 1994/1994 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 25012 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460280 | | -81.349568 |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 80 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 1994 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 600,300.00 |
| Exclusion Amount | 30,000.00 |
| RCN Less Exclusions | 570,300.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 570,300.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | NO EQUIPMENT AND/OR NO SKYLIGHTS 1 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | LOW TREE RISK (FEW AND/OR SMALL TREES ADJACENT TO HOUSE) 2 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | NO PARAPETS (OR PARAPETS LESS THAN 3 FT) 2 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | NO 2 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | SLAB-ON-GRADE, POURED-IN-PLACE 6 |
| Wind Missiles | POTENTIAL SEVERE MISSILE EXPOSURE (TREES WITHIN STRIKING DISTANCE OF STRUCTURE) 5 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|---------------|---------------------------|----------------------|
| Asset Number: | 0284850000106 | | |
| Preferred Unit #: | 027 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 106 | HANGER BUILDING 106 | |
| Historical: | NO | 18 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2007/2007 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460538 | | -81.347641 |



Building Secondary Attributes

| | | | |
|-------------------------|--|--------------------------|----|
| Exterior Walls: | METAL SIDING ON GIRTS, | | |
| Roofing Type: | METAL, | | |
| Roofing Pitch: | LOW (1/12-4/12), | | |
| Roofing Shape: | GABLE, | | |
| Flooring Type: | SEALER, | | |
| Ceiling Type: | NONE, | | |
| Partitions: | METAL SIDING ON GIRTS, | | |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION | | |
| Perimeter: | 766 | Avg Story Height: | 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 20 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 2007 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | UNKNOWN 0 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | PRESENCE OF PARAPETS (GREATER THAN 3 FT) 1 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | UNKNOWN 0 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|--------------|---------------------------|------------|
| Asset Number: | 028485000107 | | |
| Preferred Unit #: | 028 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 107 | HANGER 107 | |
| Historical: | NO | 20 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2007/2007 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | |
| Frame Type: | PES | AIRCRAFT HANGAR | |
| ISO Construction Class: | 3 | PRE-ENGINEERED STEEL | |
| ISO Fire Protection Class: | 5 | NON COMBUSTIBLE | |
| GPS Lat & Long: | 27.460319 | No Desc | |
| Fire Alarm: | | -81.347435 | |

Fire Alarm:
Sprinkler Type:
Security System:

Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 20 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 2007 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

**Valuation Conclusions**

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL
PLUMBING

Features

PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | UNKNOWN 0 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | PRESENCE OF PARAPETS (GREATER THAN 3 FT) 1 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | UNKNOWN 0 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

| | | | |
|-----------------------------------|---------------|---------------------------|----------------------|
| Asset Number: | 0284850000108 | | |
| Preferred Unit #: | 029 | | |
| Member: | 0284850 | SEBRING AIRPORT AUTHORITY | |
| Site: | 001 | SEBRING REGIONAL AIRPORT | |
| Building: | 108 | HANGER BUILDING 108 | |
| Historical: | NO | 22 CROSLY LANE | |
| | | SEBRING, FL 33870 | |
| Department: | | | |
| Built/Acquired: | 2007/2007 | Inspection Date: | 10/08/2019 |
| No. Stories: | 1 | Total Sq. Ft.: | 13110 |
| Basement: | NO | Basement Sq. Ft.: | 0 |
| Flood Zone: | X | Condition: | GOOD |
| Occupancy: | GAH | | AIRCRAFT HANGAR |
| Frame Type: | PES | | PRE-ENGINEERED STEEL |
| ISO Construction Class: | 3 | | NON COMBUSTIBLE |
| ISO Fire Protection Class: | 5 | | No Desc |
| GPS Lat & Long: | 27.460319 | | -81.347435 |



Building Secondary Attributes

| | |
|-------------------------|--|
| Exterior Walls: | METAL SIDING ON GIRTS, |
| Roofing Type: | METAL, |
| Roofing Pitch: | LOW (1/12-4/12), |
| Roofing Shape: | GABLE, |
| Flooring Type: | SEALER, |
| Ceiling Type: | NONE, |
| Partitions: | METAL SIDING ON GIRTS, |
| Foundation Type: | CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION |
| Perimeter: | 766 |
| | Avg Story Height: 14 |

General Attributes

| | |
|---------------------|---|
| Fire Hydrant Dist | 20 feet |
| Fire Dept Dist | 7.6 miles |
| Nearest Ocean | 53 miles |
| Last Roof Upgrade | 2007 |
| Contents Rate Grade | Moderately damageable (e.g., computers) 2 |

Valuation Conclusions

| | |
|------------------------|--------------------|
| As Of Date | 10/01/2019 |
| Valuation Source | Statement of Value |
| Replacement Cost New | 327,800.00 |
| Exclusion Amount | 9,900.00 |
| RCN Less Exclusions | 317,900.00 |
| Modeled Contents Value | 0.00 |
| Total Insurable Value | 317,900.00 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Services

ELECTRICAL

PLUMBING

Features

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Windstorm Attributes

| | |
|---|---|
| Contents Vulnerability Due to Wind | LOW 1 |
| Roof Equipment Hurricane Bracing | UNKNOWN 0 |
| Roof Maintenance | BUILDING MAINTENANCE ENFORCED 1 |
| Tree Density | NO TREES 1 |
| Roof Framing Type | LIGHT GAUGE STEEL PURLINS 4 |
| Roof Covering | METAL SHEATHING 2 |
| Roof Age/Condition | TEN YEARS OR MORE 3 |
| Roof Geometry | GABLE ROOF LOW PITCH (<10°) 5 |
| Roof Parapets/Chimneys | PRESENCE OF PARAPETS (GREATER THAN 3 FT) 1 |
| Roof Anchor | METAL OR BOLT ANCHORS (AVERAGE STRENGTH) 4 |
| Cladding Type | METAL SHEATHING 4 |
| Residential Appurtenant Structure | NONE 1 |
| Mechanical/Electrical Equipment (Side Building) | GENERALLY BRACED 2 |
| Ground Level Equipment | GENERALLY PROTECTED 2 |
| Resistance - Doors | DESIGNED FOR WIND PRESSURE & IMPACT 1 |
| Flood Protection | UNKNOWN 0 |
| Wind Tier/Hazard Zone | TIER 1 |
| Construction Quality | CERTIFIED DESIGN AND CONSTRUCTION 1 |
| Roof Sheathing Attachment | NAILS OR SCREWS 10 |
| Basement | NO BASEMENT 1 |
| Flashing and Coping Quality | FLASHING AND COPING QUALITY COMPLIES WITH THE WIND DESIGN (ANS/SPRI ES-1) 1 |
| Frame-Foundation Connection | PIER AND BEAM, STACKED BLOCK, CMU WALL 5 |
| Wind Missiles | NONE 1 |
| Contents Vulnerability Due to Water | AVERAGE 2 |

**PREFERRED GOVERNMENTAL INSURANCE TRUST
SEBRING AIRPORT AUTHORITY
Insurance Detail by Entity**

Member 0284850 SEBRING AIRPORT AUTHORITY

Site 001 SEBRING REGIONAL AIRPORT

| Asset Number | Description | Year | Replacement Cost New | Exclusion Amount | Replacement Cost Less Exclusions | Modeled Contents Value | Total Insurable Value |
|---------------|---|------|----------------------|------------------|----------------------------------|------------------------|-----------------------|
| 0284850000004 | ROTATING BEACON & TOWER Measurements/Dimensions: 30' HIGH 128 AUTHORITY LANE SEBRING, FL 33870 NOTES: | 2000 | 45,000.00 | 0.00 | 45,000.00 | 0.00 | 45,000.00 |
| 0284850000005 | SIGN Measurements/Dimensions: AUTHORITY LANE & SHICAN SEBRING, FL 33870 NOTES: | 1996 | 37,000.00 | 0.00 | 37,000.00 | 0.00 | 37,000.00 |
| 0284850000011 | WEATHER OBSERVATION Measurements/Dimensions: 128 AUTHORITY LANE SEBRING, FL 33870 NOTES: AWAS SYSTEM VALUE SHOULD BE 175K | 2004 | 175,000.00 | 0.00 | 175,000.00 | 0.00 | 175,000.00 |
| 0284850000013 | 250KW GENERATOR Measurements/Dimensions: 128 AUTHORITY LANE SEBRING, FL 33870 NOTES: | 2006 | 81,200.00 | 0.00 | 81,200.00 | 0.00 | 81,200.00 |

028485000017
3 COIL BARBWIRE FENCE 2010 635,000.00 0.00 635,000.00 0.00 635,000.00
Measurements/Dimensions: 8' HIGH X 18,510' L
128 AUTHORITY LANE SEBRING, FL 33870
NOTES:

028485000018
WROUGHT IRON FENCE 2010 11,000.00 0.00 11,000.00 0.00 11,000.00
Measurements/Dimensions: 500' LENGTH 8' HEIGHT
128 AUTHORITY LANE SEBRING, FL 33870
NOTES:

028485000020
1000 GAL STORAGE TANK (UNLEADED) 2010 37,500.00 0.00 37,500.00 0.00 37,500.00
Measurements/Dimensions:
128 AUTHORITY LANE SEBRING, FL 33870
NOTES:

028485000021
1000 GAL STORAGE TANK (DIESEL) 2010 37,500.00 0.00 37,500.00 0.00 37,500.00
Measurements/Dimensions:
128 AUTHORITY LANE SEBRING, FL 33870
NOTES:

028485000022
GENERATOR 250KW 2005 81,200.00 0.00 81,200.00 0.00 81,200.00
Measurements/Dimensions:
441 WEBSTERS TURN DRIVE SEBRING, FL 33870
NOTES:

028485000023
5000 GAL STORAGE TANK (JET A)(APBR) 2002 37,500.00 0.00 37,500.00 0.00 37,500.00

Measurements/Dimensions:

29 SOUTH BOULEVARD AVON PARK, FL 33825

NOTES:

0284850000024

500 GAL STORAGE TANK (DIESEL)(SRAC GEN)

2005

18,100.00

0.00

18,100.00

0.00

18,100.00

Measurements/Dimensions:

128 AUTHORITY LANE SEBRING, FL 33870

NOTES:

0284850000109

TRUCK WEIGHT SCALE

2003

88,000.00

0.00

88,000.00

0.00

88,000.00

Measurements/Dimensions:

441 WEBSTER TURN DRIVE SEBRING, FL 33870

NOTES: UP TOO 100,000

0284850000110

2-30,000 GALLON FUEL TANKS

2003

86,600.00

0.00

86,600.00

0.00

86,600.00

Measurements/Dimensions:

441 WEBSTER TURN DRIVE SEBRING, FL 33870

NOTES:

0284850000111

4 STEEL RAILWAY TRAIN LADDERS

2003

48,800.00

0.00

48,800.00

0.00

48,800.00

Measurements/Dimensions:

441 WEBSTER TURN DRIVE SEBRING, FL 33870

NOTES:

SEB001041

RAILROAD SPUR

1965

1,040,300.00

0.00

1,040,300.00

0.00

1,040,300.00

Measurements/Dimensions: 2.10 MILES

128 AUTHORITY LANE SEBRING, FL 33870

NOTES: NEW CONCRETE RAIL ROAD BRIDGE 38X40

| | | | | | | | |
|--------------------------------|------|------------|------|------------|------|------------|--|
| SEB001042 | | | | | | | |
| 12000 GAL STORAGE TANK (JET A) | 2010 | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 200,000.00 | |

Measurements/Dimensions:

128 AUTHORITY LANE SEBRING, FL 33870

NOTES:

| | | | | | | | |
|---------------------------------|------|------------|------|------------|------|------------|--|
| SEB001043 | | | | | | | |
| 12000 GAL STORAGE TANK (AV GAS) | 2010 | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 200,000.00 | |

Measurements/Dimensions:

128 AUTHORITY LANE SEBRING, FL 33870

NOTES: