

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: PK2FL1 0281028 19-12

NAMED COVERED PARTY AND MAILING ADDRESS:

Highlands County, a Political Subdivision of the State of Florida 600 S. Commerce Ave., Rm. B233 Sebring, FL 338703809

AGENT NAME AND ADDRESS:

Public Risk Insurance Advisors 220 South Ridgewood Avenue, Suite 210, Daytona Beach,FL,32114

AGREEMENT PERIOD:

From: 10/01/2019

To: 10/01/2021

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	Included
General Liability Coverage	Included
Law Enforcement Coverage	Not Included
School Leaders' and Employment Practices Liability Coverage	Not Included
Automobile Coverage	Included
Garage Keepers Coverage	Not Included
Public Officials and Employment Practices Liability Coverage	Included
Crime Coverage	Included
Excess Workers' Compensation Coverage	Not Included
Deadly Weapon Protection Coverage	Included
TOTAL ANNUAL PREMIUM	\$1,179,677.00

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.

BY

COUNTERSIGNED 10/25/2019 Date

Navgant & Sri

Authorized Representative

Page 1

PGIT MN-001 (10 19)



COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: **PK2FL1 0281028 19-12**

Form Name Form Number PGIT MN-002 (10 16) Public Entity Coverage Agreement Forms List Public Entity Common Agreement Declarations PGIT MN-001 (10 19) Public Entity Common Agreement Conditions PGIT MN-090 (10 19) Public Entity Additional Conditions PGIT MN-093 (10 16) Public Entity Property and Inland Marine Coverage Part Declarations PGIT MN-010 (10 19) Public Entity Property - Property and Inland Marine Coverage Form PGIT MN-104 (10 18) Public Entity Property - Flood Coverage PGIT MN-107 (10 17) Public Entity Property - Earth Movement Coverage PGIT MN-109 (10 13) Public Entity Property - Schedule of Deductibles PGIT MN-122 (10 18) Public Entity Equipment Breakdown Protection Coverage Form PGIT MN-150 (10 13) 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 19) 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 Public Officials and Employment Practice Liability Coverage Part PGIT MN-025 (10 18) Declarations Public Entity Public Officials Liability and Employment Practices Liability PGIT MN-500 (10 18) Coverage Form (CLAIMS MADE) Public Entity Cyber Liability Endorsement PGIT MN-700 (10 18) 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 Personal Injury Protection PGIT MN-309a (10 19) Public Entity Auto - Pollution Liability - Broadened Coverage For Covered PGIT MN-311 (10 13) Autos Public Entity Auto - Mutual Aid Endorsement PGIT MN-312 (10 13) Public Entity Symbol Definition Endorsement PGIT MN-399 (10 13) Public Entity Deadly Weapon Protection Declarations PGIT MN-040 (10 19) Public Entity Deadly Weapon Protection Coverage Form PGIT MN-400 (10 19) 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 PGIT MN-900 (10 13) Endorsement Public Entity Auto, General Liability and Property - Automatic Additional PGIT MN-902 (10 16) **Covered Parties** Public Entity - Muni Inland Marine Schedule Public Entity - Muni Property Schedule Public Entity - Muni Auto Schedule

PGIT MN-002 (10 16)

Muni Informational Contact

Print Date: 10/25/2019



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 be 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.

PGIT MN-090 (10 19)

Page 1

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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 Coverage 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
- 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.
- 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

Page 2

PGIT MN-090 (10 19)

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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.

PGIT MN-090 (10 19)



ADDITIONAL CONDITIONS

This coverage agreement covers two (2) annual twelve month periods, from 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM and from 10/01/2020 12:01:00 AM to 10/01/2021 12:01:00 AM. The following conditions apply in addition to all other conditions of this coverage agreement:

- A. All Aggregate limits reset for the period 10/01/2020 12:01:00 AM to 10/01/2021 12:01:00 AM. Losses applying to the annual period from 10/01/2019 12:01:00 AM to 10/01/2020 12:01:00 AM will erode the Aggregate(s) for the first annual period, but will not erode the Aggregate(s) for the period from 10/01/2020 12:01:00 AM to 10/01/2021 12:01:00 AM.
- B. The premium for the period 10/01/2020 12:01:00 AM to 10/01/2021 12:01:00 AM will be determined based on updated exposure values for this period.
- C. Rates for the period 10/01/2020 12:01:00 AM to 10/01/2021 12:01:00 AM will be identical to those for the period commencing 10/01/2019 12:01:00 AM, with premium subject to the following:
 - 1. Changes to scheduled values for property, inland marine, automobiles, payroll, and number of employees.
 - 2. NCCI Experience modification factors will be applied as promulgated.
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premium for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 - 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.

PGIT MN-093 (10 16)

Page 1



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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.	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.
Contact: Underwriting - Margaret Gross 321-832-1506 Operations – Jennifer Martin 321-832-1691 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.	Report a Preferred ClaimWorkers' Compensation:Phone: 800-237-6617 (24/7 claim reporting)Fax: 321-832-1448Online: www.pgcs-tpa.com (registration required)Email: WCclaims@pgcs-tpa.comLiability & Property:Phone: 800-237-6617Fax: 321-832-1448Online: www.pgcs-tpa.com (registration required)Email: Liabilityclaims@pgcs-tpa.comHurricane claims: Hurricane@pgcs-tpa.com
 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 	 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: 866-887-7427 Deadly Weapon Event: 24 hr. Crisis Management Response 860-677-3790 – CrisisRisk Strategies LLC Public Risk Underwriters of Florida

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: 407-724-6858/ Office: 321-832-1473/ email: mmarinan@publicrisk.com

Support: Mike Stephens, Senior Loss Control Specialist/ Office: 321-832-1658/ email: mstephens@publicrisk.com



PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

2% TIV per Occurrence/Per Location for "Named Storm" subject to minimum of \$15,000 Per Occurrence \$2,500 <u>Per Occurrence – All Other Perils – Building & Contents and</u> <u>Extensions of Coverage</u> Per Attached Schedule Inland Marine

Covered Property	
Total Insured Values - Blanket Value Building and Contents - Per Schedule	\$143,406,958
on file totaling	
Loss of Business Income	500,000
Additional Expense	1,000,000
Inland Marine	
Blanket Unscheduled Inland Marine (Subject to \$25,000 any one item excludes Watercraft)	\$2,682,947
Scheduled Inland Marine	\$15,385,588
Total All Inland Marine	\$18,068,535

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	Α	Accounts Receivable	\$ 500,000 in any one occurrence				
X	В	Animals	\$ 5,000 Annual aggregate in any one agreement period				
X	С	Buildings Under Construction	If shown on the Property Schedule				
x	D	Debris Removal Expense	\$ 1,250,000 or 25% of loss, whichever is greater, per occurrence				
X	E	Demolition Cost, Operation of Building Laws and Increased Construction Cost	\$ 4,500,000 in any one occurrence				
X	F	Duty to Defend	Included				
X	G	Errors and Omissions	\$ 250,000 in any one occurrence				
X	Н	Expediting Expenses	\$ 5,000 in any one occurrence				
X		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	Ν	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	0	Personal Property of Employees	\$ 50,000 in any one occurrence
x	Ρ	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	Т	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

Special Property Coverages						
<u>Coverage</u>	Deductibles	<u>Limit</u>				
Earth Movement	\$2,500	\$1,000,000				
Flood	\$2,500 except for Zones A & V	\$5,000,000				
TRIA	N/A	Not Included				

Equipment Breakdown (Boiler & Machinery)					
Coverage	<u>Limit</u>				
Property Damage/ Loss of Business Income/ Additional Expense per accident	\$50,000,000				
Water Damage	\$1,000,000				
Ammonia Contamination	\$1,000,000				
Hazardous Substance Coverage	\$1,000,000				
Utility Interruption - (24 hour waiting period)	\$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				
Deductible	<u>Amount</u>				
Equipment Breakdown	\$2,500				

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: <u>\$ INCLUDED</u>

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.

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Page 2



Inland Marine Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
001	Unscheduled		Blanket Unscheduled	10/01/2019	\$2,682,947.00	\$1,000
	Blanket Inland Marine (Valued			10/01/2020		
002	Public Safety Radio	Various	Communication	10/01/2019	\$1,145,539.00	\$1,000
	System		Equipment - Agreed Value	10/01/2020		
003	2008 Caterpillar	K5K02131	Contractor's / Mobile	10/01/2019	\$124,313.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2020		
004	2008 Caterpillar	K5K02134	Contractor's / Mobile	10/01/2019	\$124,313.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2020		
005	2008 Caterpillar	OCBKO1424	Contractor's / Mobile	10/01/2019	\$123,576.00	\$1,000
	Motor Grader		Equipment - Agreed Value	10/01/2020		
006	2008 John Deere Tractor	545127	Contractor's / Mobile	10/01/2019	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
007	2008 John Deere	3242	Contractor's / Mobile	10/01/2019	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
008	2008 John Deere	4488883	Contractor's / Mobile	10/01/2019	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
009	2008 Vermeer	1002083	Contractor's / Mobile	10/01/2019	\$28,209.00	\$1,000
	Brush Chipper		Equipment - Agreed Value	10/01/2020		
010	2007 Gradall	3140000217	Contractor's / Mobile	10/01/2019	\$141,958.00	\$1,000
	Excavator		Equipment - Agreed Value	10/01/2020		
011	2007 John Deere	605362	Contractor's / Mobile	10/01/2019	\$204,727.00	\$1,000
	250Sd Articulating Truck		Equipment - Agreed Value	10/01/2020		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
012	2007 John Deere	144781	Contractor's / Mobile	10/01/2019	\$121,044.00	\$1,000
	750J Dozer		Equipment - Agreed Value	10/01/2020		
013	2007 John Deere	3487	Contractor's / Mobile	10/01/2019	\$142,534.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2020		
014	2007 Ringpower Backhoe Loader	14388	Contractor's / Mobile	10/01/2019	\$39,501.00	\$1,000
	Backhoe Loader		Equipment - Agreed Value	10/01/2020		
015	2006 Bobcat	530912390	Contractor's / Mobile	10/01/2019	\$24,582.00	\$1,000
	Skidster Loader		Equipment - Agreed Value	10/01/2020		
016	2006 Gradall	210017883	Contractor's / Mobile	10/01/2019	\$132,430.00	\$1,000
	Hydraulic Excavator XI3100		Equipment - Agreed Value	10/01/2020		
017	2005 John Deere	A477072	Contractor's / Mobile	10/01/2019	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2020		
018	2005 John Deere	A477468	Contractor's / Mobile	10/01/2019	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2020		
019	2005 John Deere	A477656	Contractor's / Mobile	10/01/2019	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2020		
020	2005 Ringpower 12	AMZ00753	Contractor's / Mobile	10/01/2019	\$102,302.00	\$1,000
	H Motor Grader		Equipment - Agreed Value	10/01/2020		
021	2005 Stahl 5 Ton	3223	Contractor's / Mobile	10/01/2019	\$21,669.00	\$1,000
	Girder Crane		Equipment - Agreed Value	10/01/2020		
022	2004 Caterpillar	P00377	Contractor's / Mobile	10/01/2019	\$166,563.00	\$1,000
	972 G li Loader		Equipment - Agreed Value	10/01/2020		
023	2004 Caterpillar	ALY01412	Contractor's / Mobile	10/01/2019	\$118,170.00	\$1,000
	Waste Disposal Track Tractor		Equipment - Agreed Value	10/01/2020		
024	2004 John Deere	l0615A419850	Contractor's / Mobile	10/01/2019	\$27,144.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
025	2003 American	5458A	Contractor's / Mobile	10/01/2019	\$22,285.00	\$1,000
	Eagle Mastercraft Forklift		Equipment - Agreed Value	10/01/2020		
026	2003 Caterpillar	HEK00334	Contractor's / Mobile	10/01/2019	\$123,986.00	\$1,000
	322CI Excavator		Equipment - Agreed Value	10/01/2020		
027	2003 Caterpillar	ALR00297	Contractor's / Mobile	10/01/2019	\$78,526.00	\$1,000
	Dozer Track Type Tractor		Equipment - Agreed Value	10/01/2020		
028	2003 M8030	3140127	Contractor's / Mobile	10/01/2019	\$107,339.00	\$1,000
	Gradall XI3100 Gradall		Equipment - Agreed Value	10/01/2020		

ltem #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
029	2003 Ringhaver	cat0826GTAYH0054	Contractor's / Mobile	10/01/2019	\$314,875.00	\$1,000
	Landfill Compactor (Gvw 5800Lbs)	7	Equipment - Agreed Value	10/01/2020		
030	2003 Vermeer	1002790	Contractor's / Mobile	10/01/2019	\$22,762.00	\$1,000
	Waste Disposal Track Tractor		Equipment - Agreed Value	10/01/2020		
031	2002 Bobcat Fork	514450478	Contractor's / Mobile	10/01/2019	\$15,081.00	\$1,000
	Grabbler		Equipment - Agreed Value	10/01/2020		
032	2001 Caterpillar	04YS02150	Contractor's / Mobile	10/01/2019	\$77,585.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2020		
033	2001 Ford Mowing	161410B	Contractor's / Mobile	10/01/2019	\$18,380.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
034	2001 Kubota	51754	Contractor's / Mobile	10/01/2019	\$15,858.00	\$1,000
	Tractor Mower/W Bush Hog		Equipment - Agreed Value	10/01/2020		
035	2000 Cat Bulldozer	03DN00356	Contractor's / Mobile	10/01/2019	\$183,480.00	\$1,000
	D5		Equipment - Agreed Value	10/01/2020		
036	2000 Ford Ts110	144986B	Contractor's / Mobile	10/01/2019	\$16,338.00	\$1,000
	Mowing Tractor		Equipment - Agreed Value	10/01/2020		
037	2000 Newholland	31027777	Contractor's / Mobile	10/01/2019	\$35,293.00	\$1,000
	Backhoe/Loader		Equipment - Agreed Value	10/01/2020		
038	1999 John Deere	110020113	Contractor's / Mobile	10/01/2019	\$57,707.00	\$1,000
	Excavator 110 W/Buckets		Equipment - Agreed Value	10/01/2020		
039	1998 Rosco 915	35745	Contractor's / Mobile	10/01/2019	\$29,597.00	\$1,000
	Roller		Equipment - Agreed Value	10/01/2020		
040	1998 Tarpomatic	98084040T	Contractor's / Mobile	10/01/2019	\$34,042.00	\$1,000
	Tramps - W Litter Screens		Equipment - Agreed Value	10/01/2020		
041	1996 Cat Self	6BK00264	Contractor's / Mobile	10/01/2019	\$152,669.00	\$1,000
	Loader Scraper/Pan		Equipment - Agreed Value	10/01/2020		
042	1996 Cat Tracker	9BL03082	Contractor's / Mobile	10/01/2019	\$99,527.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2020		
043	1996 Caterpillar	4FG05655	Contractor's / Mobile	10/01/2019	\$80,750.00	\$1,000
	Dozer		Equipment - Agreed Value	10/01/2020		
044	1996 Roller Rosco	34314	Contractor's / Mobile	10/01/2019	\$26,494.00	\$1,000
			Equipment - Agreed Value	10/01/2020		
045	1996 D5 Dozer	6581	Contractor's / Mobile	10/01/2019	\$52,889.00	\$1,000
			Equipment - Agreed Value	10/01/2020		

ltem #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
046	1994 Cat Soil	6DD00243	Contractor's / Mobile	10/01/2019	\$53,113.00	\$1,000
	Stabilizer		Equipment - Agreed Value	10/01/2020		
047	1992 Caterpillar	8XF00560	Contractor's / Mobile	10/01/2019	\$34,600.00	\$1,000
	Compactr		Equipment - Agreed Value	10/01/2020		
048	1976 Lima Dragline	712A129	Contractor's / Mobile	10/01/2019	\$492,480.00	\$1,000
	- 2400B		Equipment - Agreed Value	10/01/2020		
049	2009 Bobcat	AACF11243	Contractor's / Mobile	10/01/2019	\$18,613.00	\$1,000
	Excavator		Equipment - Agreed Value	10/01/2020		
050	2009 Tarpomatic	90240233	Contractor's / Mobile	10/01/2019	\$32,011.00	\$1,000
	Tarping Machine		Equipment - Agreed Value	10/01/2020		
051	2009 Caterpillar	TFZ00220	Contractor's / Mobile	10/01/2019	\$161,205.00	\$1,000
	Paver		Equipment - Agreed Value	10/01/2020		
052	2009 Cat D5K Lg	77700204	Contractor's / Mobile	10/01/2019	\$70,725.00	\$1,000
	Track Type Tractor		Equipment - Agreed Value	10/01/2020		
053	2010 C554 Cat	0C5R00271	Contractor's / Mobile	10/01/2019	\$65,793.00	\$1,000
	Roller		Equipment - Agreed Value	10/01/2020		
054	2009 Caterpillar	W3K00310	Contractor's / Mobile	10/01/2019	\$229,029.00	\$1,000
	336DI Hydraulic Excavator		Equipment - Agreed Value	10/01/2020		
055	2009 Caterpillar	B9W00160	Contractor's / Mobile	10/01/2019	\$141,629.00	\$1,000
	120M Motor Grader		Equipment - Agreed Value	10/01/2020		
056	2009 Caterpillar	CATCV434KCNH00	Contractor's / Mobile	10/01/2019	\$74,150.00	\$1,000
	Asphalt Compactor Roller	964	Equipment - Agreed Value	10/01/2020		
057	2010 Cat 120 M	0D9W00124	Contractor's / Mobile	10/01/2019	\$142,361.00	\$1,000
	Cat Motor Grader		Equipment - Agreed Value	10/01/2020		
058	2010 Cat 287 C	0MAS01890	Contractor's / Mobile	10/01/2019	\$48,031.00	\$1,000
	Multi-Terrain Loader		Equipment - Agreed Value	10/01/2020		
059	2007 Nissan	UG1F2-9L0637	Contractor's / Mobile	10/01/2019	\$15,552.00	\$1,000
	Forklift		Equipment - Agreed Value	10/01/2020		
060	2010 Johndeere	643716	Contractor's / Mobile	10/01/2019	\$32,513.00	\$1,000
	6430 Std Cab Tractor		Equipment - Agreed Value	10/01/2020		
061	2005 Ram	8012	Contractor's / Mobile	10/01/2019	\$81,648.00	\$1,000
	Industrial Horizontal Baler		Equipment - Agreed Value	10/01/2020		
062	2007 John Deere	DW770DX613861	Contractor's / Mobile	10/01/2019	\$117,936.00	\$1,000
	Grader		Equipment - Agreed Value	10/01/2020		

ltem #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
063	1999 Hallmark	4XSGB1625XG0108	Contractor's / Mobile	10/01/2019	\$15,750.00	\$1,000
	Communication Trailer (Pic'S)	12	Equipment - Agreed Value	10/01/2020		
064	2011 Caterpillar	CAT0950HCK5K033	Contractor's / Mobile	10/01/2019	\$114,210.00	\$1,000
	950H Wheel Loader	66	Equipment - Agreed Value	10/01/2020		
065	2012 Cat Grader	CAT0120MHR9W00	Contractor's / Mobile	10/01/2019	\$112,352.00	\$1,000
		112	Equipment - Agreed Value	10/01/2020		
066	2012 Bomag	1.02E+11	Contractor's / Mobile	10/01/2019	\$524,153.00	\$1,000
	Bc772Rb-2 Landfill Compactor		Equipment - Agreed Value	10/01/2020		
067	Kubota Tractor	51375TPR173	Contractor's / Mobile	10/01/2019	\$19,710.00	\$1,000
	Model M56401U01		Equipment - Agreed Value	10/01/2020		
068	Caterpillar 324El	CAT0324EJPNW010	Contractor's / Mobile	10/01/2019	\$224,196.00	\$1,000
	Excavator	75	Equipment - Agreed Value	10/01/2020		
069	2013 Gradall Hyo	3140000338	Contractor's / Mobile	10/01/2019	\$317,199.00	\$1,000
	Excavator XI3100		Equipment - Agreed Value	10/01/2020		
070	Caterpillar 725 Cat	B1102163	Contractor's / Mobile	10/01/2019	\$157,500.00	\$1,000
	Articulated Truck		Equipment - Agreed Value	10/01/2020		
071	Caterpillar Skid	TAW00699	Contractor's / Mobile	10/01/2019	\$67,714.00	\$1,000
	Steer Loader		Equipment - Agreed Value	10/01/2020		
072	2014 Cat Motorgrader 120	M9H0031	Contractor's / Mobile	10/01/2019	\$222,672.00	\$1,000
	Motorgrader 120 M2		Equipment - Agreed Value	10/01/2020		
073	2014 Thermal		Contractor's / Mobile	10/01/2019	\$55,972.00	\$1,000
	Striping Trailer		Equipment - Agreed Value	10/01/2020		
074	2014 Polaris	4XAWH88A9EB196	Contractor's / Mobile	10/01/2019	\$24,707.00	\$1,000
	Ranger Crew 900	702	Equipment - Agreed Value	10/01/2020		
075	2015 Caterpillar Cat	EMB00482	Contractor's / Mobile	10/01/2019	\$226,161.00	\$1,000
	950 M Wheel Loader		Equipment - Agreed Value	10/01/2020		
076	2009Caterpillar Rm	BWR00430	Contractor's / Mobile	10/01/2019	\$250,000.00	\$1,000
	300 Rotary Mixer		Equipment - Agreed Value	10/01/2020		
077	Nissan Forklift	950109	Contractor's / Mobile	10/01/2019	- \$43,932.00	\$1,000
			Equipment - Agreed Value	10/01/2020		
078	2016 John Deere	1POCX15EAFP0376	Contractor's / Mobile	10/01/2019	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	65	Equipment - Agreed Value	10/01/2020		
079	2016 John Deere	1POCX15ELFP0376	Contractor's / Mobile	10/01/2019	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	66	Equipment - Agreed Value	10/01/2020		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
080	2016 John Deere	1POCX15ETFP0376	Contractor's / Mobile	10/01/2019	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	73	Equipment - Agreed Value	10/01/2020		
081	2016 Cat 120M2	R9W00185	Contractor's / Mobile	10/01/2019	\$238,696.00	\$1,000
	Motorgrader		Equipment - Agreed Value	10/01/2020		
082	2016 Volvo A25G	VCEOA25GV00740	Contractor's / Mobile	10/01/2019	\$337,579.00	\$1,000
	Articulating Off Road Dump Truck	250	Equipment - Agreed Value	10/01/2020		
083	2017 Hustler 60"	16103789	Contractor's / Mobile	10/01/2019	\$12,123.00	\$1,000
	Super Zhd Mower		Equipment - Agreed Value	10/01/2020		
084	2016 Cms-T333	1A9BS0335G22285	Contractor's / Mobile	10/01/2019	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	86	Equipment - Agreed Value	10/01/2020		
085	2016 Cms-T333	1A9BS0337G22285	Contractor's / Mobile	10/01/2019	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	90	Equipment - Agreed Value	10/01/2020		
086	2016 Cms-T333	1A9BS0339G22285	Contractor's / Mobile	10/01/2019	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	91	Equipment - Agreed Value	10/01/2020		
087	2016 Cms-T333	1A9BS0330G22859	Contractor's / Mobile	10/01/2019	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	2	Equipment - Agreed Value	10/01/2020		
088	2016 Cms-T333	1A9BS0331G22285	Contractor's / Mobile	10/01/2019	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	84	Equipment - Agreed Value	10/01/2020		
089	2017 Cat 120M2	OM9H00470	Contractor's / Mobile	10/01/2019	\$232,865.00	\$1,000
	Motorgrader		Equipment - Agreed Value	10/01/2020		
090	2017 John Deere	HHH880062	Contractor's / Mobile	10/01/2019	\$76,717.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2020		
091	2017 John Deere	LHH880075	Contractor's / Mobile	10/01/2019	\$76,717.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2020		
092	2017 John Deere	PHH880262	Contractor's / Mobile	10/01/2019	\$76,717.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2020		
093	2 Jaws Of Life		Emergency Services	10/01/2019	\$45,000.00	\$1,000
	Units @25,000 Each		Portable Equipment - Agreed Value	10/01/2020		
094	Miscellaneous		Emergency Services	10/01/2019	\$450,000.00	\$1,000
	Emergency Services Portable		Portable Equipment - ACV	10/01/2020		
095	Miscellaneous		Other Inland Marine -	10/01/2019	\$50,000.00	\$1,000
	Employees Tools - Per Occurrence		ACV	10/01/2020		
096	Miscellaneous		Other Inland Marine -	10/01/2019	\$45,000.00	\$1,000
	Building Materials - Any Location (Max		ACV	10/01/2020		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
097	Miscellaneous		Other Inland Marine -	10/01/2019	\$45,000.00	\$1,000
	Building Materials - In Transit (Max Per		ACV	10/01/2020		
098	51 Election		Other Inland Marine -	10/01/2019	\$450,000.00	\$1,000
	Systems & Software M-100		Agreed Value	10/01/2020		
099	1 Election Systems		Other Inland Marine -	10/01/2019	\$58,500.00	\$1,000
	And Software M-650 Tabulator		Agreed Value	10/01/2020		
100	Other Inland Marine		Other Inland Marine -	10/01/2019	\$100,000.00	\$1,000
	- Uncheduled Items (Max Per Items		ACV	10/01/2020		
101	1998 Godwin Water	981473111	Other Inland Marine -	10/01/2019	\$16,735.00	\$1,000
	Pump		Agreed Value	10/01/2020		
102	1998 Godwin Water	98135239	Other Inland Marine -	10/01/2019	\$16,735.00	\$1,000
	Pump		Agreed Value	10/01/2020		
103	2014 Polaris	4XAWH88A9EB196	Other Inland Marine -	10/01/2019	\$24,706.00	\$1,000
	Ranger Crew 900 Off Rd Vehicle	702	Agreed Value	10/01/2020		
104	2014 Mercury	58CDC1920EC0003	Other Inland Marine -	10/01/2019	\$64,670.00	\$1,000
	Striping Trailer	43	Agreed Value	10/01/2020		
105	Rented Borrowed &		Rented, Borrowed,	10/01/2019	\$1,000,000.00	\$1,000
	Leased - Uncheduled Items		Leased Equipment - Agreed Value	10/01/2020		
106	2018 Komatsu	5AA6D107E-3F	Contractor's / Mobile	10/01/2019	\$295,083.00	\$1,000
	D^1Px-24 Crawler Dozer		Equipment - Agreed Value	10/01/2020		
107	2018 Catapillar 120	M9H00490	Contractor's / Mobile	10/01/2019	\$251,763.00	\$1,000
	M2 Motor Grader		Equipment - Agreed Value	10/01/2020		
108	2017 Badger	4701704	Communication	10/01/2019	\$329,000.00	\$1,000
	Telescoping Boom Excavator 470Tm		Equipment - Agreed Value	10/01/2020		
109	2018 Bomag	1.0157E+11	Contractor's / Mobile	10/01/2019	\$534,523.00	\$1,000
	Bc772Rb-4 Compactor		Equipment - Agreed Value	10/01/2020		
110	2018 John Deere	1L06120MJJH91111	Contractor's / Mobile	10/01/2019	\$76,700.00	\$1,000
	6120M Tractor	5	Equipment - Agreed Value	10/01/2020		
111	2018 John Deere	1L06120MLH910939	Contractor's / Mobile	10/01/2019	\$76,700.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2020		
112	2018 John Deere	1L06120MTJH91105	Contractor's / Mobile	10/01/2019	\$76,700.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2020		
113	Cat Single Drum	144205	Contractor's / Mobile	10/01/2019	\$69,092.00	\$1,000
	Vibratory Compactor		Equipment - Agreed Value	10/01/2020		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date	-	
114	6430 John Deere	L06430A645198	Contractor's / Mobile	10/01/2019	\$24,855.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020	-	
115	6431 John Deere	L06430A646034	Contractor's / Mobile	10/01/2019	\$24,855.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2020		
116	430E Cat 4X4	MXB00226	Contractor's / Mobile	10/01/2019	\$61,675.00	\$1,000
	Backhoe Loader		Equipment - Agreed Value	10/01/2020	-	
117	Rm300 Cat Mixer	BWR00430	Contractor's / Mobile	10/01/2019	\$206,944.00	\$1,000
	Reclaimer		Equipment - Agreed Value	10/01/2020	-	
118	2011 Cat Double	CNH01184	Contractor's / Mobile	10/01/2019	\$54,000.00	\$1,000
	Drum Roller Compactor		Equipment - Agreed Value	10/01/2020	-	
119	2017 Badger	4701702/73355757	Contractor's / Mobile	10/01/2019	\$320,775.00	\$1,000
	Hydraulic Excavator		Equipment - Agreed Value	10/01/2020	-	
120	2015 Powerscreen	PID00132KDGF1990	Contractor's / Mobile	10/01/2019	\$110,000.00	\$1,000
	Screener	9	Equipment - Agreed Value	10/01/2020	-	
121	2010 Powerscreen	6101345	Contractor's / Mobile	10/01/2019	\$40,000.00	\$1,000
	Conveyor		Equipment - Agreed Value	10/01/2020		
122	2019 Cat Wheel	M5T01247	Contractor's / Mobile	10/01/2019	\$237,908.00	\$1,000
	Loader 950G		Equipment - Agreed Value	10/01/2020	-	
123	2018 Altoz Track	XT123809	Contractor's / Mobile	10/01/2019	\$17,669.00	\$1,000
	Mower		Equipment - Agreed Value	10/01/2020		
124	2018 Toro Multi Pro	404738995	Contractor's / Mobile	10/01/2019	\$36,433.00	\$1,000
	Mower		Equipment - Agreed Value	10/01/2020	-	
125	2019 John Deere	1106120MVJG92526	Contractor's / Mobile	10/01/2019	\$79,316.00	\$1,000
	6120M Cab Tractor	5	Equipment - Agreed Value	10/01/2020	-	
126	2019 Versa boom	VB23-190302	Contractor's / Mobile	10/01/2019	\$44,754.00	\$1,000
	Kit for Mower		Equipment - Agreed Value	10/01/2020	-	
127	2019 Versa boom	VB23-190301	Contractor's / Mobile	10/01/2019	\$44,754.00	\$1,000
	Kit for Mower		Equipment - Agreed Value	10/01/2020		
128	2019 Versa boom	VB23-19303	Contractor's / Mobile	10/01/2019	\$44,754.00	\$1,000
	Kit for Mower		Equipment - Agreed Value	10/01/2020	-	

\$18,068,535.00 Total



Property Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Courthouse - Historic Building	430 S. Commerce Ave Sebring FL 33870-	131 - FR	10/01/2019	10/01/2020	\$20,053,370	\$2,671,800
002	State Attorney's Office	411 S Eucalyptus Street Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$1,052,840	\$299,900
003	Flagpoles, lighting, benches	430 S. Commerce Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$26,100	\$0
004	Generator	430 S. Commerce Ave Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$0	\$105,100
005	Commerce Avenue Annex	501 S. Commerce Ave Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$2,059,450	\$700,800
006	Flagpole, lighting	501 S. Commerce Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$11,500	\$0
007	Sheriff's Office & Jail House	434 Fernleaf Ave Sebring FL 33870-	131 - FR	10/01/2019	10/01/2020	\$20,575,000	\$2,431,140
008	Purchasing Office	434 Fernleaf Ave Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$71,400	\$8,400
009	Flagpole, fencing	434 Fernleaf Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$11,000	\$0
010	Highlands Government Center	540-600 S. Commerce Ave Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$8,086,590	\$1,907,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Flagpole, lighting, signage	600 S. Commerce Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$49,900	\$0
012	Child Advocacy Center	1000 S. Highlands Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$1,259,640	\$233,300
013	Flagpole, signage, benches	1000 S. Highlands Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$4,700	\$0
014	Abuse Shelter	728 N. Ridgewood Drive Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$351,860	\$35,500
015	Sebring Heartland Library	319 W. Center Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$2,480,230	\$2,849,700
016	Sebring Library Flagpole, lighting, benches	319 W. Center Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$4,300	\$0
017	Sebring Library Gazebo	319 W. Center Ave Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$9,000	\$0
018	Sheriff Automotive Garage	5023 Kenilworth Blvd Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$303,270	\$50,300
019	Car Wash Shed	4725 Kenilworth Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$35,900	\$0
020	Equipment Storage A	4725 Kenilworth Ave Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$30,500	\$0
021	Equipment Storage B	4725 Kenilworth Ave Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$23,100	\$9,400
022	Boat Storage	4725 Kenilworth Ave Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$8,500	\$0
023	Lighting, fencing	4725 Kenilworth Ave Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$28,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Air Compressor	4725 Kenilworth Ave Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$7,300	\$0
025	Fuel Tank	4725 Kenilworth Ave Sebring FL 33870-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$1,400	\$0
026	Red Cross Building	436 Palmetto Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$79,700	\$16,800
027	Sheriffs Storage (Old Pre trial office)	452 Palmetto Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$86,500	\$10,500
028	Agra-Center Main Building	4509 George Blvd Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$2,466,210	\$104,600
029	Maintenance Storage	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$52,600	\$15,700
030	Restrooms	4509 George Blvd Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$19,700	\$0
031	Horse Stable 1	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$77,200	\$0
032	Horse Stable 2	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$104,420	\$0
033	Press Box	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$26,600	\$0
034	Green House	4509 George Blvd Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$11,800	\$0
035	Storage Shed 1	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$2,800	\$0
036	Storage Shed 2	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$5,800	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Storage Shed 3	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$6,200	\$0
038	Storage Shed 4	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$11,200	\$0
039	Flagpole, gate, lighting, sinage, fencing, picnic tables, chairs,	4509 George Blvd Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$263,300	\$0
040	Generator	4509 George Blvd Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$44,000	\$0
041	Irrigation Green House	4509 George Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$33,800	\$0
042	EMS Office	4500 George Blvd. Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$475,200	\$93,600
043	Storage Shed	4500 George Blvd. Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$5,300	\$0
044	Fencing	4500 George Blvd. Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$5,400	\$0
045	Generator	4500 George Blvd. Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$10,300	\$0
046	Pavilion	4500 George Blvd. Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$5,600	\$0
047	Health Department Main Building	7205 S. George Blvd Sebring FL 33875-	111 - MNC	10/01/2019	10/01/2020	\$3,840,340	\$654,800
048	Storage Shed 1	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$3,600	\$5,200
049	Storage Shed 2	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$8,700	\$17,200

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Storage Shed 3	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$8,700	\$5,200
051	Storage Shed 4	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$3,500	\$0
052	Storage Shed 5	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$8,700	\$3,100
053	Storage Shed 6	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$40,500	\$21,000
054	Storage Shed 7	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$5,300	\$0
055	Storage Shed 8	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$6,200	\$0
056	Flagpole, lighting, signage, benches, monuments	7205 S. George Blvd Sebring FL 33875-	102 - PITO	10/01/2019	10/01/2020	\$104,900	\$0
057	Generator	7205 S. George Blvd Sebring FL 33875-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$43,800	\$0
058	Walk-in Cooler	7205 S. George Blvd Sebring FL 33875-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$11,300	\$0
059	Pavilion	7205 S. George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$5,600	\$0
060	Portable at Pistol Range	100 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$113,530	\$37,300
061	Range Shelter	800 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$50,500	\$0
062	Shed 1	800 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$4,300	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Classroom	800 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$82,900	\$0
064	Radio tower Shed	800 Sheriffs Tower Road Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$7,700	\$186,500
065	Shed 2	800 Sheriffs Tower Road Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$5,500	\$30,300
066	Storage 3	800 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$4,100	\$0
067	HC Sports Complex MAIN Concession/RR/Pres sbox SB Fields	200 Sheriffs Tower Road Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$819,430	\$56,100
068	HC Sports Complex Maintenance Shop/Pistol Range Concession Stand -	100 Sheriffs Tower Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$142,700	\$50,200
069	HC Sports Complex - Fencing	216 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$381,000	\$0
070	HC Sports Complex-Dugouts Bleacher	216 Sheriffs Tower Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$148,455	\$0
071	HC Sports Complex - Metal Lighting	216 Sheriffs Tower Road Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$672,759	\$0
072	Main Office for Animal Control	7300 Haywood Taylor Blvd Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$106,620	\$33,600
073	Kennel 1	7300 Airport Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$76,600	\$0
074	Kennel 2	7300 Airport Road Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$72,000	\$0
075	Kennel 3	7300 Airport Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$61,800	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Storage 1	7300 Airport Road Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$17,900	\$0
077	Storage 2	7300 Airport Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$4,400	\$0
078	New Storage	7300 Airport Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$9,500	\$0
079	Pump House	7300 Airport Road Sebring FL 33876-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$9,000	\$25,400
080	Signage, fencing, gate and concrete wall	7300 Airport Road Sebring FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$14,200	\$0
081	Desoto City VFD #18	4612 De Soto Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$212,370	\$20,000
082	Firehouse Lincoln Heights-Parks & Rec	450 School Street Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$79,400	\$0
083	Fencing	450 School Street Sebring FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$4,200	\$0
084	Firehouse Sun N Lakes VFDP	460 S. Sun N Lakes Blvd Lake Placid FL 33872-	152 - NC	10/01/2019	10/01/2020	\$684,520	\$48,100
085	Storage Shed	460 S. Sun N Lakes Blvd Lake Placid FL 33872-	101 - Frame	10/01/2019	10/01/2020	\$10,800	\$0
086	Pump House	460 S. Sun N Lakes Blvd Lake Placid FL 33872-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$12,000	\$30,300
087	Signage	460 S. Sun N Lakes Blvd Lake Placid FL 33872-	102 - PITO	10/01/2019	10/01/2020	\$3,500	\$0
088	West Sebring VFD #1	2300 Longview Court Sebring FL 33870-	131 - FR	10/01/2019	10/01/2020	\$257,100	\$19,400

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	Pavilion	2300 Longview Court Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$13,300	\$0
090	Storage Shed	2300 Longview Court Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$13,700	\$0
091	New Storage	2300 Longview Court Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$32,300	\$0
092	Flagpole, fencing	2300 Longview Court Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$2,100	\$0
093	Generator	2300 Longview Court Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$27,800	\$0
094	Pump House	2300 Longview Court Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$2,500	\$0
095	Hose tower	2300 Longview Court Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$500	\$0
096	Firehouse - West Sebring VFD #2	3517 Hammock Road Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$116,780	\$30,000
097	Firehouse - Highlands VFD	2450 CR 64 East Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$150,780	\$12,000
098	Water Storage Tank	2450 CR 64 East Avon Park FL 33825-	225 - Elevated Liquid Storage Tank	10/01/2019	10/01/2020	\$29,900	\$0
099	Arbuckle Creek Landfill Admin Bldg	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$163,550	\$39,400
100	Shop Building	12700 Arbuckle Creek Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$154,090	\$82,700
101	Ristricted Storage	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$25,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	Ristricted Storage #2	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$4,100	\$0
103	Small Utility Shed	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$3,000	\$0
104	Water Chlorination Building	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$3,300	\$77,300
105	Scale House	12700 Arbuckle Creek Road Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$61,100	\$8,400
106	Sand Filter Storage	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$11,700	\$5,200
107	Sand Filters	12700 Arbuckle Creek Road Sebring FL 33870-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$750,360	\$119,500
108	Methane Burn Canopy and Stack	12700 Arbuckle Creek Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$86,500	\$12,200
109	Used Oil Storage	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$21,500	\$2,900
110	Map and File Building	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$10,500	\$0
111	Ashpalt Plant	12700 Arbuckle Creek Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$3,385,580	\$0
112	Cell 1A Lift Station	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$40,600	\$0
113	Gate, flagpole, signage, fencing	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$139,200	\$0
114	Scales	12700 Arbuckle Creek Road Sebring FL 33870-	244 - Mechanical Equipment	10/01/2019	10/01/2020	\$97,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	Radio Tower	12700 Arbuckle Creek Road Sebring FL 33870-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$13,400	\$0
116	Generator	12700 Arbuckle Creek Road Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$44,500	\$0
117	Tank	12700 Arbuckle Creek Road Sebring FL 33870-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$8,900	\$0
118	Generator	12700 Arbuckle Creek Road Sebring FL 33870-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$333,600	\$0
119	Cell 1B Lift Station	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$175,860	\$0
120	Master Lift Station	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$210,930	\$0
121	Agriculture Well	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$132,290	\$0
122	Duplex Pump Station	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$12,300	\$0
123	Tri-plex Pump Station	12700 Arbuckle Creek Road Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$40,400	\$0
124	Avon Park Heartland Library	100 N Museum Ave Avon Park FL 33825-	111 - MNC	10/01/2019	10/01/2020	\$1,460,150	\$1,345,400
125	Flagpole, lighting	100 Museum Ave Avon Park FL 33825-	102 - PITO	10/01/2019	10/01/2020	\$13,900	\$0
126	Avon Park Landfill Scale House	C-627 and C17A Avon Park FL 33825-	119 - JM	10/01/2019	10/01/2020	\$43,800	\$0
127	Avon Park Health Dept. (old Tax Collector Bldg)	400 South Lake Avenue Avon Park FL 33825-	119 - JM	10/01/2019	10/01/2020	\$626,570	\$129,700

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	EMS Station	51 Wilhite St Avon Park FL 33825-	119 - JM	10/01/2019	10/01/2020	\$151,890	\$13,800
129	Storage Shed	400 South Lake Avenue Avon Park FL 33825-	101 - Frame	10/01/2019	10/01/2020	\$4,800	\$0
130	Pavilion A - Lake Glenda Fishing Pier	Highway 27 Avon Park FL 33825-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$8,300	\$0
131	Pavilion B - Lake Glenda Fishing Pier	Highway 27 Avon Park FL 33825-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$6,300	\$0
132	Fencing, picnic tables	Highway 27 Avon Park FL 33825-	102 - PITO	10/01/2019	10/01/2020	\$12,100	\$0
133	Wood Dock	Highway 27 Avon Park FL 33825-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$12,900	\$0
134	County Maintenance Bldg/Voting	450 Truck Route and Winthrop Avon Park FL 33825-	119 - JM	10/01/2019	10/01/2020	\$162,570	\$0
135	Road and Bridge Building	450 Truck Route and Winthrop Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$176,700	\$27,700
136	VFD Water Storage Tank	450 Truck Route and Winthrop Avon Park FL 33825-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$29,900	\$0
137	Lighting, fencing	450 Truck Route and Winthrop Avon Park FL 33825-	102 - PITO	10/01/2019	10/01/2020	\$32,800	\$0
138	Generator	450 Truck Route and Winthrop Avon Park FL 33825-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$72,400	\$0
139	Fuel Pump	450 Truck Route and Winthrop Avon Park FL 33825-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$12,400	\$0
140	Tank	450 Truck Route and Winthrop Avon Park FL 33825-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$7,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Firehouse - Highlands Lake	2840 Highlands Blvd. Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$336,800	\$26,700
142	Storage	450 Truck Route and Winthrop Avon Park FL 33825-	101 - Frame	10/01/2019	10/01/2020	\$13,200	\$0
143	Water Storage Tank	450 Truck Route and Winthrop Avon Park FL 33825-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$33,600	\$0
144	Flagpole, lighting, signage	2840 Highlands Blvd. Avon Park FL 33825-	102 - PITO	10/01/2019	10/01/2020	\$8,400	\$0
145	Generator	2840 Highlands Blvd. Avon Park FL 33825-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$18,500	\$0
146	DeSoto Community Center	6305 CR 17 South Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$96,340	\$0
147	Pavilion	6305 CR 17 South Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$10,300	\$0
148	Fencing, gates, bleachers, picnic tables, grills	6305 CR 17 South Sebring FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$32,500	\$0
149	Baseball diamond including fencing and backstop	6305 CR 17 South Sebring FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$20,400	\$0
150	Dugouts	6305 CR 17 South Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$4,400	\$0
151	Hazardous Waste Building 1	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$26,600	\$4,200
152	Hazardous Waste Building 2	6000 Skipper Road Sebring FL 33876-	152 - NC	10/01/2019	10/01/2020	\$8,000	\$0
153	Scale House	6000 Skipper Road Sebring FL 33876-	119 - JM	10/01/2019	10/01/2020	\$70,100	\$14,700

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Storage Shed	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$6,300	\$0
155	Recycling Shed	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$535,630	\$55,600
156	Adiministation Office	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$161,050	\$55,100
157	Pole Barn	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$4,100	\$1,800
158	Hanger Storage	6000 Skipper Road Sebring FL 33876-	152 - NC	10/01/2019	10/01/2020	\$52,100	\$0
159	Storage Shed 2	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$6,200	\$0
160	Lighting, fencing, gates	6000 Skipper Road Sebring FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$42,100	\$0
161	Weigh Scale	6000 Skipper Road Sebring FL 33876-	244 - Mechanical Equipment	10/01/2019	10/01/2020	\$48,800	\$0
162	Deck	6000 Skipper Road Sebring FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$2,200	\$0
163	Lake Placid Health Dept. Sheriff Sub Station	106 N. Main Street Lake Placid FL 33852-	111 - MNC	10/01/2019	10/01/2020	\$1,737,540	\$210,700
164	Flagpole	101 N. Main Street Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$2,100	\$0
165	Generator	101 N. Main Street Lake Placid FL 33852-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$49,600	\$0
166	Lake Placid Tax Collector main building	11 North Pine Ave Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$232,110	\$42,900

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
167	Flagpole, signage	11 North Pine Ave Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$5,300	\$0
168	Lake Placid EMS main building	17 W. Royal Palm Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$81,100	\$10,500
169	Radio Equipment Shelter	17 W. Royal Palm Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$28,600	\$0
170	Fencing	17 W. Royal Palm Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$2,600	\$0
171	Generator	17 W. Royal Palm Lake Placid FL 33852-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$21,900	\$0
172	Lake Placid Radio Tower	17 W. Royal Palm Lake Placid FL 33852-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$240,910	\$0
173	Lake Placid Library	47 W Interlake Blvd Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$1,451,500	\$1,293,000
174	Flagpole, lighting, signage, fencing benches, picnic tables, bike rack	47 Park Drive Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$24,200	\$0
175	Gazebo	47 Park Drive Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$14,000	\$0
176	Leisure Lakes VFD	1231 Lake Josephine Dr. Sebring FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$123,290	\$0
177	Firehouse - Lake Placid VFD	11 West interlake Blvd Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$403,790	\$32,900
178	Firehouse Garage	31 W. Hibiscus Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$213,670	\$26,700
179	Flagpole	11 West Interlake Blvd Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$2,100	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Hose tower	18 West Interlake Blvd Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$6,000	\$0
181	R&B Storage	1815 East SR 621 Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$87,500	\$10,500
182	R & B Maintenance Shop	1815 East SR 621 Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$122,240	\$17,600
183	Fencing, gates	1815 East SR 621 Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$27,000	\$0
184	Fuel Pump Station	1815 East SR 621 Lake Placid FL 33852-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$12,400	\$0
185	Generator	1815 East SR 621 Lake Placid FL 33852-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$25,100	\$0
186	Firehouse - Leisure Lakes VFD	2874 Lake June Blvd Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$600,500	\$30,000
187	Firehouse - Park Placid Lake VFD	300 Washington Blvd Lake Placid FL 33852-	131 - FR	10/01/2019	10/01/2020	\$508,560	\$38,700
188	Flagpole	3022 Miller Avenue Lake Placid FL 33852-	131 - FR	10/01/2019	10/01/2020	\$2,600	\$0
189	Firehouse - Highlands Park Station 33	1317 Columbus Street Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$211,210	\$16,400
190	Garage	1317 Columbus Street Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$18,900	\$5,200
191	Storage Shed	1317 Columbus Street Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$9,000	\$15,700
192	Water Storage Tank	1317 Columbus Street Lake Placid FL 33852-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$44,100	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
193	Flagpole	1317 Columbus Street Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$1,700	\$0
194	Portable	121 Josephine Ave Lake Placid FL 33852-	191 - Mobile Office	10/01/2019	10/01/2020	\$45,100	\$0
195	Shelter	121 Josephine Ave Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$14,500	\$0
196	Lighting, signage, fencing, gates	121 Josephine Ave Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$52,500	\$0
197	Playground Equipment	121 Josephine Ave Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$18,800	\$0
198	Dugouts	121 Josephine Ave Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$9,000	\$0
199	Baseball diamond including backstop	121 Josephine Ave Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$1,700	\$0
200	Basketball Backboards	121 Josephine Ave Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$2,200	\$0
201	Bleachers	121 Josephine Ave Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$1,700	\$0
202	Pavilion @ Red Beach Lake Park	Commerce Drive DeSoto FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$9,200	\$0
203	Fencing, picnic tables, grills	Commerce Drive DeSoto FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$1,200	\$0
204	Wood Dock	Commerce Drive DeSoto FL 33870-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$14,600	\$0
205	Bishop Park - Restroom/Clubhous e	10 Clubhouse Road Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$529,260	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
206	Storage Building	10 Clubhouse Road Lake Placid FL 33876-	119 - JM	10/01/2019	10/01/2020	\$12,700	\$0
207	Pavilion	10 Clubhouse Road Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$17,400	\$3,100
208	Pump House	10 Clubhouse Road Lake Placid FL 33876-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$7,100	\$1,000
209	Flagpole, volleyball court, benches, lighting, signage, fencing, picnic tables	10 Clubhouse Road Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$27,800	\$0
210	Basketball Court including 2 backboards	10 Clubhouse Road Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$1,200	\$0
211	Concrete Dock	10 Clubhouse Road Lake Placid FL 33876-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$54,300	\$0
212	Metal Dock	10 Clubhouse Road Lake Placid FL 33876-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$7,300	\$0
213	Wood Dock including benches	10 Clubhouse Road Lake Placid FL 33876-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$25,200	\$0
214	Playground Equipment	10 Clubhouse Road Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$2,900	\$0
215	Sun n Lakes Club House	440 S Sun N Lakes Blvd Lake Placid FL 33876-	119 - JM	10/01/2019	10/01/2020	\$702,300	\$115,700
216	Pavilion	107 Tulip Ave Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$10,000	\$0
217	Pump House	107 Tulip Ave Lake Placid FL 33876-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$15,800	\$2,600
218	Garage	107 Tulip Ave Lake Placid FL 33876-	119 - JM	10/01/2019	10/01/2020	\$44,100	\$10,500

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
219	Flagpole, lighting, signage, picnic tables, swing, horseshoe pits	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$14,300	\$0
220	Basketball Backboards	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$1,200	\$0
221	Baseball diamond including fencing	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$10,400	\$0
222	Dugouts	107 Tulip Ave Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$5,600	\$0
223	Bleachers	107 Tulip Ave Lake Placid FL 33876-	101 - Frame	10/01/2019	10/01/2020	\$3,400	\$0
224	Security Gate	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$1,700	\$0
225	Wood Dock	107 Tulip Ave Lake Placid FL 33876-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$37,000	\$0
226	Tennis Courts including fencing	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$18,000	\$0
227	Shuffle Board Courts	107 Tulip Ave Lake Placid FL 33876-	102 - PITO	10/01/2019	10/01/2020	\$1,700	\$0
228	Placid Lakes Recreation Area main building	Catfish Creek Road Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$89,800	\$0
229	Pavilion	Catfish Creek Road Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$38,500	\$0
230	Signage, fencing, benches, grills, picnic tables	Catfish Creek Road Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$17,700	\$0
231	Playground Equipment	Catfish Creek Road Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$23,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
232	Electronic Gate	Catfish Creek Road Lake Placid FL 33852-	244 - Mechanical Equipment	10/01/2019	10/01/2020	\$1,700	\$0
233	Wood Dock	Catfish Creek Road Lake Placid FL 33852-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$36,400	\$0
234	Venus Fire Station	45 Venus Clubhouse Road Venus FL 33870-	119 - JM	10/01/2019	10/01/2020	\$89,400	\$0
235	Venus Community Center	45 Venus Clubhouse Road Venus FL 33870-	119 - JM	10/01/2019	10/01/2020	\$245,040	\$0
236	Pavilion	45 Venus Clubhouse Road Venus FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$12,200	\$0
237	Fire Station Training Center	45 Venus Clubhouse Road Venus FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$74,700	\$0
238	Lighting, picnic tables	45 Venus Clubhouse Road Venus FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$2,600	\$0
239	Lorida Community Center	1900 Oak Ave Lorida FL 33870-	119 - JM	10/01/2019	10/01/2020	\$266,900	\$10,800
240	Concession Stand	1900 Oak Ave Lorida FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$20,800	\$0
241	Pump House	1900 Oak Ave Lorida FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$7,100	\$24,100
242	Pavilion	1900 Oak Ave Lorida FL 33870-	119 - JM	10/01/2019	10/01/2020	\$33,900	\$5,200
243	Lighting, animal bouncer, monkey bars, basketball backboards, grills,	1900 Oak Ave Lorida FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$5,900	\$0
244	Dugouts	1900 Oak Ave Lorida FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$11,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
245	Baseball Diamond including fencing	1900 Oak Ave Lorida FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$9,300	\$0
246	Lorida VFD	2A Boondock Road Lorida FL 33870-	152 - NC	10/01/2019	10/01/2020	\$145,490	\$13,500
247	Pump House	2A Boondock Road Lorida FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$2,700	\$24,100
248	Water Storage Tank	2A Boondock Road Lorida FL 33870-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$11,400	\$0
249	Lorida Fire House	1172 US 98 Lorida FL 33870-	152 - NC	10/01/2019	10/01/2020	\$286,800	\$26,100
250	Pump House	1172 US 98 Lorida FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$6,800	\$28,600
251	Flagpole, lighting, signage	1172 US 98 Lorida FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$3,600	\$0
252	Water Tank	1172 US 98 Lorida FL 33870-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$6,000	\$0
253	Stone Monument	1172 US 98 Lorida FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$5,600	\$0
254	Istokpoga Park Shower & Restroom	Istokpoga Park Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$36,300	\$0
255	Pump House	Istokpoga Park Sebring FL 33870-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$7,400	\$0
256	Display Booth	Istokpoga Park Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$7,000	\$0
257	Florida Game Residence	Istokpoga Park Access Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$128,830	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
258	Lighting, grills, litter receptacles, picnic tables, entrance gate	Istokpoga Park Access Road Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$5,300	\$0
259	Wood Dock	Istokpoga Park Access Road Sebring FL 33870-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$243,700	\$0
260	Storage Shed	3750 St. Road 31 Punta Gorda FL 33982-	152 - NC	10/01/2019	10/01/2020	\$6,160	\$5,000
261	New Scale House	3750 St. Road 31 Punta Gorda FL 33982-	101 - Frame	10/01/2019	10/01/2020	\$41,400	\$4,200
262	Old Scale House	3750 St. Road 31 Punta Gorda FL 33982-	101 - Frame	10/01/2019	10/01/2020	\$21,600	\$0
263	Fencing	3750 St. Road 31 Punta Gorda FL 33982-	101 - Frame	10/01/2019	10/01/2020	\$6,200	\$0
264	Scale	3750 St. Road 31 Punta Gorda FL 33982-	244 - Mechanical Equipment	10/01/2019	10/01/2020	\$49,400	\$0
265	PW Complex - Administration/Maint enance Shop	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$1,365,010	\$412,200
266	Chemical Storage	4320-4344 George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$14,700	\$0
267	Runoff Containment	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$86,100	\$0
268	Canopy	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$46,700	\$0
269	Lighting, signage, fencing, electronic gate	4320-4344 George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$126,500	\$0
270	Fuel Pumps	4320-4344 George Blvd Sebring FL 33875-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$33,400	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
271	R&B Complex #2 Admin Office	4320-4344 George Blvd Sebring FL 33875-	119 - JM	10/01/2019	10/01/2020	\$132,840	\$7,500
272	R&B Maintenance Facility	4320-4344 George Blvd Sebring FL 33875-	111 - MNC	10/01/2019	10/01/2020	\$1,473,785	\$152,600
273	East Garage	4320-4344 George Blvd Sebring FL 33875-	119 - JM	10/01/2019	10/01/2020	\$150,650	\$27,600
274	Windy Point Florida Game Residence	65 Windy Point Road Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$103,040	\$25,700
275	Park Restroom	660 Highlands Lake Drive Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$83,700	\$0
276	Tractor Pavilion 1	660 Highlands Lake Drive Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$6,800	\$0
277	Tractor Pavilion 2	660 Highlands Lake Drive Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$6,800	\$0
278	Pump House	660 Highlands Lake Drive Lake Placid FL 33852-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$12,100	\$3,100
279	Pavilion 1	660 Highlands Lake Drive Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$37,800	\$0
280	Pavilion 2	660 Highlands Lake Drive Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$70,600	\$0
281	Storage Shed	660 Highlands Lake Drive Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$7,100	\$0
282	Signage, fencing, litter receptacles, benches, picnic tables	660 Highlands Lake Drive Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$55,900	\$0
283	Wood Docks	660 Highlands Lake Drive Lake Placid FL 33852-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$46,300	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
284	Fire House Station 19 Desoto City	6800 West George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$1,526,900	\$189,600
285	EOC Headquarters	6850 West George Blvd Sebring FL 33875-	111 - MNC	10/01/2019	10/01/2020	\$1,313,170	\$1,184,540
286	Flagpole, picnic tables, signage, fencing including electric gate, grills	6800 West George Blvd Sebring FL 33875-	102 - PITO	10/01/2019	10/01/2020	\$29,800	\$0
287	Canopy	6800 West George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$5,600	\$0
288	Satellite dishes	6850 West George Blvd Sebring FL 33875-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$40,800	\$0
289	EOC Radio Tower	6850 West George Blvd Sebring FL 33875-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$191,570	\$0
290	Fuel Tank	6850 West George Blvd Sebring FL 33875-	223 - On Ground Liquid Storage Tank	10/01/2019	10/01/2020	\$19,700	\$0
291	Mobile Generators	6850 West George Blvd Sebring FL 33875-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$27,800	\$0
292	Generator trailers	6850 West George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$55,700	\$0
293	Carpenter Shop (Old P&R Bldg)	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$452,370	\$108,700
294	PW Weed Control	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$292,000	\$32,100
295	Traffic Operations	4320-4344 George Blvd Sebring FL 33875-	131 - FR	10/01/2019	10/01/2020	\$889,350	\$242,500
296	Utility Vehicle Shed	4320-4344 George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$57,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
297	Sign Storage	4320-4344 George Blvd Sebring FL 33875-	101 - Frame	10/01/2019	10/01/2020	\$17,800	\$0
298	Facilities Management office	636 Fernleaf Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$211,600	\$15,200
299	Storage Warehouse	636 Fernleaf Ave Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$200,990	\$75,600
300	Facilities Storage Shed	636 Fernleaf Ave Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$14,700	\$0
301	Placid Lakes Town Hall	2010 Placid Lakes Blvd Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$195,700	\$15,900
302	Pavilion	2010 Placid Lakes Blvd Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$20,000	\$0
303	Flagpole, picnic tables, grills	2010 Placid Lakes Blvd Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$2,600	\$0
304	Pavilion @ Lake Francis Park	Clover Leaf Road Lake Placid FL 33852-	101 - Frame	10/01/2019	10/01/2020	\$9,700	\$0
305	Wood Dock	Clover Leaf Road Lake Placid FL 33852-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$7,200	\$0
306	Picnic Tables	Clover Leaf Road Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$400	\$0
307	Basketball backboards, 6 seat swing set, slides, animal Bouncer,	School Street Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$6,400	\$0
308	Baseball diamond including backstop and fencing	School Street Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$20,400	\$0
309	Dugouts	School Street Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$9,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
310	Wood Dock at Lake Henry Park	Lake Henry Road Lake Placid FL 33852-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$5,000	\$0
311	Picnic Tables	Lake Henry Road Lake Placid FL 33852-	102 - PITO	10/01/2019	10/01/2020	\$400	\$0
312	Pavilion at Istokpoga Cowhouse Park	Lakeshore Drive Lorida FL 33857-	101 - Frame	10/01/2019	10/01/2020	\$11,200	\$0
313	Signage, fencing, picnic tables, litter receptacles, grills	Lakeshore Drive Lorida FL 33857-	102 - PITO	10/01/2019	10/01/2020	\$3,700	\$0
314	Avon Park Annex Tax Collector office	116 E. Main Street Avon Park FL 33825-	119 - JM	10/01/2019	10/01/2020	\$549,380	\$125,000
315	Signage	116 E. Main Street Avon Park FL 33825-	102 - PITO	10/01/2019	10/01/2020	\$5,600	\$0
316	EMS - Valerie Blvd Station	3608 Valerie Blvd Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$96,700	\$0
317	Storage Building	3608 Valerie Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$10,200	\$0
318	Storage Shed	3608 Valerie Blvd Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$3,500	\$0
319	Jaycee's Clubhouse	2692 SR 17 Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$113,150	\$0
320	Pump House	2606 SR 17 Avon Park FL 33825-	251 - Pump/Lift Station	10/01/2019	10/01/2020	\$9,800	\$23,800
321	Farm Office/Shop	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$63,800	\$4,200
322	Chicken Pole Barn	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$51,800	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
323	Storage Canopy	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$26,400	\$0
324	Storage Building	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$56,300	\$0
325	Tractor Storage	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$12,000	\$0
326	Greenhouse	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$3,200	\$0
327	Fencing	Arbuckle Creek Road Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$56,900	\$0
328	Shooting Range House	12700 Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$183,750	\$6,000
329	Classroom B	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$73,400	\$5,200
330	Storage 1	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$11,300	\$0
331	Storage 2	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$5,000	\$0
332	Storage 3	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$10,700	\$0
333	Flagpole, lighting, bleachers, picnic tables	Arbuckle Creek Road Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$20,500	\$0
334	Shooting Range Mock City	Arbuckle Creek Road Sebring FL 33870-	101 - Frame	10/01/2019	10/01/2020	\$28,100	\$0
335	Metal Canopy	Arbuckle Creek Road Sebring FL 33870-	131 - FR	10/01/2019	10/01/2020	\$5,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
336	Highlands Park Estates Park Activity Building	1621 Pruitts Landing Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$79,800	\$0
337	Signage, fencing, gates, animal bouncer, 6 seat swing set, grills,	1621 Pruitts Landing Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$20,300	\$0
338	Concrete Dock including railing	1621 Pruitts Landing Sebring FL 33870-	257 - Waterfront Structures	10/01/2019	10/01/2020	\$43,100	\$0
339	Kenilworth Business Center	4500 Kenilworth Blvd Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$1,077,510	\$0
340	Fencing	4500 Kenilworth Blvd Sebring FL 33870-	102 - PITO	10/01/2019	10/01/2020	\$14,700	\$0
341	Vetrans Building	7209 S. George Blvd Sebring FL 33875-	119 - JM	10/01/2019	10/01/2020	\$381,470	\$105,000
342	Avon Park Youth Academy TOWER	242 South Blvd Avon Park FL 33825-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$204,960	\$30,000
343	Avon Park Youth Academy Equipment Building	242 South Blvd Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$0	\$28,500
344	Brighton Tower & Generator	24203 St Rd 70 East Okecechobee FL 34974-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$180,000	\$125,000
345	Avon Park Tower & Generator	2502 US 27 S Avon Park FL 33825-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$180,000	\$125,000
346	Fire Rescue Storage	7774 S. George Blvd Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$0	\$220,000
347	Avon Park Tower Site Bldg	2502 US 27 S Avon Park FL 33825-	111 - MNC	10/01/2019	10/01/2020	\$45,000	\$165,000
348	Highlands Park Est Clubhouse	91 Deerglen Blvd Lake Placid FL 33852-	111 - MNC	10/01/2019	10/01/2020	\$40,000	\$5,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
349	Sheriffs Tower Prime Site & Generator	800 Sheriffs Tower Road Sebring FL 33870-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$180,000	\$125,000
350	Animal Pens & Storage	7300 Haywood Taylor Blvd Sebring FL 33876-	111 - MNC	10/01/2019	10/01/2020	\$85,148	\$5,000
351	HC Sports Complex MULTI USE Concession/RR/Pres sbox FB Field	200 Sherrifs Tower Road Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$336,240	\$20,000
352	PW Complex - Parks & Recs Bldg	4320-4344 George Blvd Sebring FL 33875-	152 - NC	10/01/2019	10/01/2020	\$295,010	\$105,000
353	Firehouse Highlands Pk Sta 33 Bldg 2	1317 Columbus Street Lake Placid FL 33852-	152 - NC	10/01/2019	10/01/2020	\$251,010	\$24,700
354	Rosewood Emergency Generator (PU 37)	50 Rosewood Drive Lake Placid FL 33852-	243 - Electrical Equipment	10/01/2019	10/01/2020	\$41,310	\$0
355	Public Defender's Building	510 Fernleaf Avenue Sebring FL 33870-	111 - MNC	10/01/2019	10/01/2020	\$257,100	\$10,000
356	Vacant	104 Taylor Street Lake Placid FL 33852-	119 - JM	10/01/2019	10/01/2020	\$90,000	\$40,000
357	Maintenance Shop	200 Sheriffs Tower Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$158,460	\$0
358	Venus Tower & Generator	45 Venus Clubhouse Road Venus FL 33870-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$180,000	\$125,000
359	Venus Tower Site - Equipment Shelter	45 Venus Clubhouse Road Venus FL 33870-	152 - NC	10/01/2019	10/01/2020	\$45,000	\$636,658
360	Brighton Tower Site - Equipment Shelter	24203 St Rd 70 East Okecechobee FL 34974-	152 - NC	10/01/2019	10/01/2020	\$45,000	\$638,376
361	Sheriffs Tower Site - Equipment Shelter	100 Sheriffs Tower Road Sebring FL 33870-	152 - NC	10/01/2019	10/01/2020	\$45,000	\$1,215,356

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
362	Avon Park Tower Site - Equipment Shelter	2502 US 27 S Avon Park FL 33825-	152 - NC	10/01/2019	10/01/2020	\$45,000	\$638,376
363	Frostproof Tower Site	4401 US Hwy 98 West Frostproof FL 33843-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$0	\$80,000
364	Frostproof Tower Site - Equipment Shelter(Contents Only)	4401 US Hwy 98 West Frostproof FL 33843-	152 - NC	10/01/2019	10/01/2020	\$0	\$100,372
365	Lake Placid Radio Tower & Generator	17 W. Royal Palm Lake Placid FL 33852-	236 - Broadcast Towers	10/01/2019	10/01/2020	\$180,000	\$125,000
366	Lake Placid Tower Site - Equipment Shelter	17 W. Royal Palm Lake Placid FL 33852-	131 - FR	10/01/2019	10/01/2020	\$45,000	\$638,376
368	Sheriffs Dept Facilities / Maintenance	428 Palmetto Ave Sebring FL 33870-	119 - JM	10/01/2019	10/01/2020	\$86,500	\$10,500
369	Sheriff Compound & Generator Building	400 South Eucalyptus Street Sebring FL 33870	111 - MNC	10/01/2019	10/01/2020	\$10,995,000	\$1,541,595
370	Sebring Parkway EMS Station	230 Peach Street Sebring FL 33870	119 - JM	10/01/2019	10/01/2020	\$407,000	\$48,840
371	EMS Station	4212 Sun N' Lake Blvd Sebring FL 33872	111 - MNC	10/01/2019	10/01/2020	\$719,822	\$48,840
372	Storage	2300 Longview Court Sebring FL 33870	152 - NC	10/01/2019	10/01/2020	\$10,670	\$0
	•			Tota	II \$116	5,892,589	\$26,514,369
				TIV	/ \$14	3,406,958.00	



PUBLIC ENTITY PROPERTY

PUBLIC ENTITY 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
- (X) Loss of Business Income, up to the limit shown in the DECLARATIONS
- (X) Additional Expense, up to the limit shown in the DECLARATIONS
- C. Limit 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.

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.

B. We will pay, only when marked with an 'X' in Section I B. Coverages, and if a limit is shown in the DECLARATIONS, for:

1. 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:
 - 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.

2. 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 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.'

However, in the event that a peril listed below results from any of the matters described in paragraph
 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:

- 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; or
- 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:
 - i. any faults in the design, manufacture or installation of the asbestos;
 - **ii.** 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.

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
- 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, Item U are valued at the time and place of the loss at actual cash value.

B. Replacement Cost

- 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 to repair the damaged property; or
 - (2) The cost 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; or
 - (7) Rented, Borrowed or Leased Equipment;
 - (8) Vehicles scheduled under Item U of the property extensions of coverage
- 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.
- L. Appraisal
 - 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 holders 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.
- 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.

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 inline 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:

- 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 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 fire fighting, 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.

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.Unscheduled Blanket 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 does not include buildings, structures or real property 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**, the function of which is unrelated to or not incidental to the normal operation of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us**.

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

- 1. Attached additions, extensions, permanent fitting or fixtures; and
- 2. Machinery and equipment used to service the buildings;
- 3. Yard fixtures.

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

- 2. With new materials of like kind and quality and used for the same purpose; and
- 3. 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 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

FLORIDA ALL OTHER STATES

State or location

See DECLARATIONS 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.

PGIT MN-107 (10 17)



PUBLIC ENTITY PROPERTY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT COVERAGE

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.

The most we will pay for all earth movement losses during any one coverage agreement period is shown in the DECLARATIONS.

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

PGIT MN-109 (10 13)



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.

- 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 Florida

Flat Deductible 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.

PGIT MN-122 (10 18)

Page 1

- 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		,000,
Location #4		,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 #3 #4	\$10,000 \$15,000 \$20,000	\$20,000 + \$4,000 = \$24,000 \$5,000 + \$1,000 = \$6,000 \$25,000 + \$5,000 = \$30,000	\$14,000 \$ 0 \$10,000

TOTAL \$24,000

PGIT MN-122 (10 18)



PUBLIC ENTITY

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

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
 - 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 <u>Included</u> is shown for that coverage in the DECLARATIONS. If neither a limit nor the word <u>Included</u> 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. 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 60 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 \$15,000 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"

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.

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, tsunami, 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. Ensue 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. "Hacking Event." However, if a "Covered Cause of Loss" ensues, we will pay the ensuing loss or damage not otherwise excluded.
- **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;
 - I. 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;
- I. 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 I.
- 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.** <u>Included</u> 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 <u>Included</u> is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is \$25,000 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

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 <u>Combined</u> 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.

- 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 25% 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 <u>Included</u> 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. "Hacking Event" means an attack that allows unauthorized access or use of "Covered Equipment."
- 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: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO .: PK2FL1 0281028 19-12

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.			

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

Coverage		
X Bodily Injury and Property Damage Personal Injury and Advertising Injury Products / Completed Operation General Aggregate Limit Medical Payments	\$2,000,000 Included Included N/A \$2,500	Per Occurrence Per Person or Organization
x Employee Benefits Liability	\$2,000,000 N/A	Per Occurrence Aggregate Limit
X Fire Damage Limit	Included	Any One Premise
X Sewer Backup & Water Damage Coverage	\$10,000 \$200,000 \$200,000	No Fault Per Claimant At Fault Per Claimant Annual Aggregate
X Pesticide / Herbicide Limit	\$1,000,000	Aggregate Limit
Law Enforcement	N/A	Per Occurrence

FORMS AND ENDORSMENTS

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 ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PGIT MN-020 (10 18)

Print Date: 10/25/2019

Page 1



PUBLIC ENTITY

GENERAL LIABILTY 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 gualifying 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 gualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in guotation 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:
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- (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.

I. 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, 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-Includes copyrighted material of Insurance Services Office, Inc. with its permission Page 6

PGIT MN 200 (10 19)

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:
 - 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.

I. 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

PGIT MN 200 (10 19)

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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

PGIT MN 200 (10 19)

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.

Page 12

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).
 - 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.
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- 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;
 - 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.

PGIT MN 200 (10 19)

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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 air 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, alkylides, 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 the 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**:
 - 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

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:
 - 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.

- 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."

PGIT MN-205 (10 13)

- **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

PGIT MN-205 (10 13)

- **d.** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the covered party because of an act, error or omission to which this coverage may also apply.
- 4. No covered party will, except at that covered party's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- **F.** For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:
 - 1. "Administration" means:
 - **a.** Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - **c.** 'Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- **3.** "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- **4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - **a.** Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - **b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such plans, are made generally available to those "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - **d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- **G.** For the purposes of the coverage provided by this endorsement, Definition **P.** of **Section V Definitions** is replaced by the following:
 - **P.** "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:
 - 1. An arbitration proceeding in which such damages are claimed and to which the covered party must submit or does submit with our consent; or
 - **2.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the covered party submits with our consent.

PGIT MN-205 (10 13)



CENEDAL LIADILITY

PUBLIC ENTITY

GENERAL LIABILITY DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

ENDORSEMENT EFFECTIVE: 10/01/2019

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 Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combine	\$ \$ \$ ed	Per "Claim" Per "Claim" Per "Claim"	\$ Per "Occurrence" Per "Occurrence" Per "Occurrence"
EMPLOYEE BENEFITS Bodily Injury Liability OR Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combine	\$ \$ \$ ed	Per "Claim" Per "Claim" Per "Claim"	Per "Occurrence" Per "Occurrence" Per "Occurrence"
LAW ENFORCEMENT LIABILITY Bodily Injury Liability OR Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combine	\$ \$ \$	Per "Claim" Per "Claim" Per "Claim"	\$ Per "Occurrence" Per "Occurrence" Per "Occurrence"

(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:

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Page 1

- **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

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Employment Practices Liability	\$0
Public Officials Liability	\$0

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

Coverage				
X	Employment Practices L	Liability	\$2,000,000 \$2,000,000	Per Claim Aggregate Limit
	Retroactive Date			
x	Public Officials Liability		\$2,000,000 \$2,000,000	Per Claim Aggregate Limit
	Retroactive Date			
Note for Claims Made coverage: If no Retroactive Date is shown above, claims will not be excluded based on the date the act was committed.				
FORMS AND ENDORSMENTS Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:				
See PGI	T MN-002		Premium:	\$ INCLUDED
THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.				
PGIT MN-0	25 (10 18)			Page 1



PUBLIC ENTITY

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (Claims Made and Reported)

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Coverage Agreement**, the **Covered Parties** and the **Trust** agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Liability

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Agreement Period**.

B. Employment Practices Liability

If coverage is granted pursuant to the Declarations, the Trust will pay on behalf of the Covered Party all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such Claim is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, **temporary** or **leased employee**(s) of the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period**.

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Agreement Period** you report a potential termination of any employee to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

- 1. Legal analysis concerning the appropriateness of the termination; and
- 2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to an **Agreement Period** aggregate of \$5,000.

B. Non-Monetary claims

The **Trust** shall defend and pay **Claims Expenses** for a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, subject to the following conditions:

- 1. Defense costs under this section have an annual aggregate limit of liability of \$100,000;
- 2. The Trust defends the Claim from first notice to **Covered Party**.
- Notwithstanding any other provisions of this Coverage Agreement, the Trust will not pay any attorneys' fees, costs, or other expenses sought by a claimant arising out of or in connection with such non-monetary claim.

SECTION III · DEFINITIONS

When used in this Coverage Agreement:

A. Agreement Period the period of time specified in the Declarations, subject to prior termination pursuant to PGIT MN-090 A. Cancellation of the **Coverage Agreement.**

- **B.** Advertising Injury means any damages based upon or arising out of a wrongful act from one or more of the following:
 - 1. Violation of property rights;
 - 2. Misappropriation of advertising ideas or style of business;
 - 3. Infringement of copyright title or slogan.
- C. Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the Covered Parties to the Trust in connection with the Trust 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.
- D. Bodily Injury means injury to the body, sickness, or disease, including death resulting from such injuries.
 Bodily Injury also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- E. Claim Expenses means:
 - Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the Trust, or by the Covered Party with the Trust's prior written consent, in the investigation and defense of covered Claims;
 - 2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Trust** shall have no obligation to apply for or furnish such bond; and
 - 3. Prejudgment and post judgment interest awarded in any Claim.

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of the Trust or the Named Covered Party.

- F. Claim means:
 - 1. A civil proceeding against any **Covered Party** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
 - 2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Covered Party**, commenced by the filing of a notice of charges, investigative order or similar document.
- **G.** Coverage Agreement means, collectively, the Declarations, PGIT MN-090 The Common Agreement Conditions, the **Application**, this **Coverage Agreement** form and any endorsements.

H. Covered Party means:

- 1. The Public Entity;
- 2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the **Public Entity**;
- **3.** Commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this Coverage Agreement;
- 4. Volunteers and leased employees acting for or on behalf of, and at the request and under the direction of, the **Public Entity**;
- 5. Officials and employees of the **Public Entity** appointed at the request of the **Public Entity** to serve with a tax exempt entity as long as the tax exempt entity is operated by or under the jurisdiction of the **Public Entity**;
- 6. The Medical Director for the Covered Party 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.
- I. Damages means compensatory damages which the Covered Party becomes legally obligated to pay on account of a covered Wrongful Act, by way of judgment, award or, with the prior written consent of the Trust, settlement. For purposes of this Coverage Form only, damages shall also

PGIT MN 500 (10 18)

include attorneys' fees, costs, or other expenses which the **Covered Party** becomes legally obligated to pay by way of judgment, award or, with the prior written consent of the **Trust**, settlement.

Damages shall 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 construed; or
- 4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.
- J. Extended Reporting Period means the period for the extension of coverage, if exercised, described in

Section VI.

- K. Personal Injury means injury arising out of one or more of the following offenses:
 - 1. False arrest, detention or imprisonment;
 - 2. Malicious prosecution;
 - 3. Libel, slander or other defamatory or disparaging material;
 - 4. Publication or an utterance in violation of an individual's right to privacy; and
 - 5. Wrongful entry or eviction, or other invasion of the right to private occupancy.
- L. Pollutants shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. Pollutants shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the Covered Party for consumption and electric or magnetic or electromagnetic field. Pollutants shall also include any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

M. Property Damage means:

- 1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
- 2. Loss of use of tangible property which has not been physically injured, damaged, or destroyed.
- **N.** Public Entity means the municipality, governmental body, department or unit which is named in the Declarations.
- O. Related Claims means all Claims arising out of a single Wrongful Act or a series of Related Wrongful Acts. All Related Claims that are made and reported before the end of the Agreement Period or any Extended Reporting Period provided shall be deemed to have been first made on the earliest date any Related Claim is first made against the Covered Party, regardless of whether that earliest date is before the Agreement Period, during the Agreement Period, or during the Extended Reporting Period, and regardless of the number of Related Claims, claimants, defendants or causes of action.
- P. Related Wrongful Acts means all Wrongful Acts that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- **Q. Retaliation** means a **wrongful act** of a **Covered Party** relating to or alleged to be in response to any of the following activities:
 - The disclosure or threat of disclosure by an employee of the Public Entity to a superior or to any Governmental agency of any act by a Covered Party which act is alleged to be a violation of any Federal, State, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder,
 - The actual or attempted exercise by an employee of the Public Entity of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights,

- **3.** The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law,
- 4. Strikes by employees of the Public Entity, or
- 5. Political affiliation.
- R. Retroactive Date means the date specified in the Declarations.
- S. Trust means the Preferred Governmental Insurance Trust.
- T. Wrongful Act means:
 - 1. With respect to Public Officials Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by the **Public Entity**, or by any other **Covered Party** solely in the performance of duties for the **Public Entity**.
 - 2. With respect to Employment Practices Liability, a Wrongful Employment Practice committed by the Public Entity, or by any other Covered Party solely in the performance of duties for the Public Entity.
 - 3. Wrongful Act shall include discrimination or harassment of non-employees by the Public Entity or by any other Covered Party.
- U. Wrongful Employment Practice means any actual or alleged:
 - 1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 - 2. Employment related misrepresentation;
 - **3.** Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
 - 4. Sexual harassment or other unlawful workplace harassment;
 - 5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
 - 6. Wrongful discipline of employees;
 - 7. Negligent evaluation of employees;
 - 8. Failure to adopt adequate workplace or employment policies and procedures; or
 - 9. Employment related libel, slander, defamation or invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

- V. Leased Employee means a person leased to the Public Entity by a labor leasing firm under an agreement between the Public Entity and the labor leasing firm, to perform duties related to the conduct of the Public Entity's business. Leased Employee does not include a temporary employee
- W. Temporary Employee means a person who is furnished to the Public Entity to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

SECTION IV · EXCLUSIONS

The Trust shall not be liable for Damages or Claims Expenses on account of any Claim:

- **A.** Based upon, arising out or attributable to any actual or alleged dishonest, fraudulent, unlawful, criminal, malicious or willful and wanton act, error or omission, or any intentional or knowing violation of the law by a **Covered Party.**
- **B.** Seeking relief or redress in any form other than monetary damages, or Claims Expenses for a Claim seeking such non-monetary relief, except as provided in the Supplementary Payments above.
- **C.** Alleging, based upon, arising out or attributable to any:
 - 1. Bodily Injury;
 - 2. Property Damage;
 - 3. Personal Injury;
 - 4. Advertising Injury;

PGIT MN 500 (10 18)

- 5. Any allegation that a **Covered Party** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items C 1, 2, 3, and 4 above; or
- **6.** Any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items C 1, 2, 3, and 4 above.
- D. Alleging, based upon, arising out 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.
- E. Alleging, based upon, arising out or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- **F.** Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- **G.** Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Covered Party** was not legally entitled.
- **H.** Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- I. Alleging, based upon, arising out or attributable to:
 - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants;** or
 - 2. any direction or request that any **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- J. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- **K.** Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. Brought or maintained by or on behalf of or in the right of any **Covered Party**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party**.
- M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the Covered Party even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any Claim alleging any Wrongful Employment Practices.
- N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the Covered Party under any contract or agreement, unless such liability would have attached to the Covered Party even in the absence of such contract.
- **O.** Alleging, based upon, arising out of or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition. Including but not limited to liability arising out of estimates of probable costs or cost estimates being exceeded, faulty preparation of bid specifications or plans, or failure to award contracts in accordance with statutes or ordinances which under law must be submitted for bids.

- **P.** Alleging, based upon, arising out or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- **Q.** Alleging, based upon, arising out or attributable to the rendering or failure to render medical services, including without limitation:
 - 1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
 - 2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
 - 3. Handling, arranging or performing post-mortem examinations on human bodies;
 - 4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
 - 5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
 - 6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
 - 7. While a **Covered Party** 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;
 - 8. While a **Covered Party** 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.
- R. Alleging, based upon, arising out of or attributable to (1) any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by the Trust, or the same or substantially the same Wrongful Act, fact, circumstance or situation underlying or alleged therein, or (2) any other Wrongful Act which, together with a Wrongful Act in any prior or pending litigation, would constitute Related Wrongful Acts.
- **S.** Alleging, based upon, arising out or attributable to (1) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- T. Alleging, based upon, arising out or attributable to any Wrongful Act prior to the inception date of the first agreement issued by the Trust and continuously renewed and maintained, if on or before such date any Covered Party knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim.
- U. Solely with respect to any Claim under Coverage Agreements Clause B, Employment Practices Liability:
 - Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by (i) any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (ii) the Fair Labor Standards Act (except the Equal Pay Act), (iii) the National Labor Relations Act, (iv) the Worker Adjustment and Retraining Notification Act, (v)the Consolidated Omnibus Budget Reconciliation Act, (vi) the Occupational Safety and Health Act, any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a Claim for Retaliation.
 - 2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any Covered Party to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.
- V. 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.
- **W.** Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.

- X. Any Wrongful Act arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of automobiles; or the transport of any person.
- **Y.** Arising from activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties; however, notwithstanding the forgoing, coverage applies to any claims made against them as Public Officials or Employees of yours.
- Z. Based upon, arising out of or attributable to 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 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 injury for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for injury caused in whole or in part by the content of media material used in a media communication.

AA. based upon, arising out of or attributable to 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.

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.

V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Covered Party** shall be considered **Covered Parties** under this **Coverage Agreement**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Covered Party** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Coverage Agreement** including, without limitation, the Deductible applicable to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If the **Trust** terminates or does not renew this **Coverage Agreement** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Coverage Agreement** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Coverage Agreement** for at least one Extended Reporting Period as follows:

A. Automatic Extended Reporting Period

The **Public Entity** shall have continued coverage granted by this **Coverage Agreement** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

B. Optional Extended Reporting Period

The **Public Entity** shall have the right, upon payment of up to 200% of the expiring premium, set forth in the Declarations, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional Extended Reporting Period and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse if written notice of such election is not given by the **Public Entity** to the **Trust**, and the **Trust** does not receive payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

- C. The Trust shall give the Public Entity notice of the premium due for the Extended Reporting Period as soon as practicable following the date the Public Entity gives such notice of such election, and such premium shall be paid by the Public Entity to the Trust within 10 days following the date of such notice by the Trust of the premium due. The Extended Reporting Period is not cancelable and the entire premium for the Extended Reporting Period shall be deemed fully earned and nonrefundable upon payment.
- D. The Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding Coverage Agreement Period. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the Trust for the Agreement Period and Extended Reporting Period, combined.

PGIT MN 500 (10 18)

E. A change in Coverage Agreement terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional Extended Reporting Period.

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or claim triggering coverage under this Coverage Part and the GENERAL LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, D. COORDINATION OF COVERAGES also apply. Regardless of the number of Coverages purchased, **Covered Parties** against whom **claims** are brought, **claims** made or persons or entities making **claims**:

- A. Limit of Liability for Coverage(s) Purchased
 - 1. To each claim Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of each **Claim**, including **claims** alleging **related wrongful acts**, first made and reported during the **agreement period**.
 - 2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of all Claims, including all Claims alleging **related wrongful acts**, first made and reported during the **agreement period**.
 - **3.** Claims Expenses shall not be part of and are in addition to the Aggregate Limit of Liability stated in the Declarations, and shall not reduce such Aggregate Limit of Liability.
- B. Maximum Coverage Agreement Aggregate Limit of Liability

The Maximum **Coverage Agreement** Aggregate Limit of Liability stated in the Declarations is the **Trust's** maximum liability under all Coverages purchased for the sum of all **damages** because of all **claims** under this **Coverage Agreement**.

C. Deductible

The Deductible stated in the Declarations is applicable to each **claim** under the Coverage Agreement Clauses indicated, including each **claim** alleging **Related Wrongful Acts**, and applies to **damages**. The Deductible shall be paid by the **Public Entity** and shall be borne at the risk of all **Covered Parties**, and shall remain not covered during the **Agreement Period**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of a single **claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments or Claims Expenses made under this agreement, unless otherwise stated.

D. Multiple Claims

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII · NOTICE

- A. The Covered Party shall, as a condition precedent to the obligations of the Trust under this Coverage Agreement, give immediate written notice to the Trust of any claim, but in no event later than 30 days after the end of the Agreement Period, the Automatic Extended Reporting Period, or, if elected, the Optional Extended Reporting Period.
- B. The Covered Party shall immediately forward to the Trust, every demand, notice, summons, or other process or pleadings received by the Covered Party or its representatives.
- C. If, during the Agreement Period, any Covered Party becomes aware of any wrongful act which may reasonably be expected to give rise to a claim against the Covered Party, and during the Agreement Period gives written notice thereof to the Trust with all available particulars, including but not limited to:
 - 1. The specific wrongful act;
 - 2. The dates and persons involved;

- 3. The identity of anticipated or possible claimants;
- 4. The circumstances by which the Covered Party first became aware of the possible claim,

and a **claim** is subsequently made against the **Covered Party** arising from such **wrongful act** and properly reported to the **Trust**, the **claim** shall be deemed to have been first made at the time such written notice was received by the **Trust**.

D. All notices under any provision of this Coverage Agreement shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the Covered Parties may be given to the Public Entity at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.

SECTION IX - DEFENSE AND SETTLEMENT

- A. 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 shall have the right to appoint counsel and to make such investigation and defense of a covered claim as it deems necessary.
- B. 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.
- C. The Trust shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any claim after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of damages or after the Trust has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, the Trust shall have the right to withdraw from the further investigation, defense, payment or settlement of such claim by tendering control of such claim to the Covered Party.
- D. The Covered Parties shall cooperate with the Trust, and provide to the Trust all information and assistance which the Trust reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any claim covered by this Coverage Agreement. The Covered Parties shall do nothing that may prejudice the Trust's position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

- A. The Covered Parties represent and acknowledge that all the information and statements provided to the Trust by any Covered Party, including information and documentation in, attached to or incorporated in the Application, are true, accurate and complete, constitute material representations made by all Covered Parties, are the basis of this Coverage Agreement, are incorporated into and constituting a part of this Coverage Agreement, and are material to the acceptance of this risk or the hazard assumed by the Trust under this Coverage Agreement.
- B. It is understood and agreed that:
 - 1. This Coverage Agreement is issued in reliance upon the truth and accuracy of such representations;
 - 2. The **Public Entity** has and will provide accurate information with regard to loss control audits and network security assessments; and
 - 3. If such representations or such information are not true, accurate and complete, this **Coverage Agreement** shall be null and void in its entirety and the **Trust** shall have no liability hereunder.

SECTION XI - TERRITORY AND VALUATION

A. All premiums, limits, deductibles, damages, claims expenses and other amounts under this Coverage Agreement are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **damages** and **claims expenses** under this **Coverage Agreement** is stated in a currency other than United States of America dollars, payment under this **Coverage Agreement** shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **damages** or **claims expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.

B. Coverage under this **Coverage Agreement** shall extend to **wrongful acts** taking place or **claims** made or **damages** or **claims expenses** sustained anywhere in the world, provided the **claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII - SUBROGATION

In the event of any payment under this **Coverage Agreement**, the **Trust** shall be subrogated to the extent of such payment to all the rights of recovery of the **Covered Parties**. The **Covered Parties** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Trust** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Covered Parties**.

SECTION XIII - ACTION AGAINST THE TRUST AND BANKRUPTCY

- A. Except as provided in Section XVI, Alternative Dispute Resolution, no action shall be brought against the **Trust**, 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 the **Trust**.
- **B.** Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties**' estates shall neither relieve nor Increase any of the obligations of the **Trust** hereunder.

SECTION XIV · AUTHORIZATION CLAUSE

By the acceptance of this **Coverage Agreement**, the **Public Entity** 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, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Agreement, and all **Covered Parties** agree that the **Public Entity** shall act on their behalf.

SECTION XV - 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 the **Trust** 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 the **Trust**.
- 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.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The Covered Parties and the Trust shall submit any dispute or controversy arising out of or relating to this

Coverage Agreement or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either a **Covered Party** or the **Trust** may elect the type of ADR process discussed below; provided, however, that the **Covered Party** shall have the right to reject the choice by the **Trust** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Covered Party** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Trust** and the **Covered Party** mutually agree, in which the **Covered Party** and the **Trust** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Covered Party** and the **Trust** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated in the Declarations as the principal address of the **Public Entity.** The **Public Entity** shall act on behalf of each and every **Covered Party** in connection with any ADR process under this Section



MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO THE TRUST DURING THE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

Item 1. LIMITS OF LIABILITY (Inclusive of claim expenses):

(a)	Each claim
(b)	Policy Aggregate for the Policy Period - but sublimited to:
(i)	Aggregate for the Policy Period , for all Privacy Notification Costs for Privacy Liability
(ii)	Aggregate for the Policy Period , for all regulatory fines and claim expenses for Privacy Liability

Item 2. DEDUCTIBLE (Inclusive of claim expenses):

(a)	Each claim
(b)	Each claim for all Privacy Notification Costs for Privacy Liability
(c)	Each claim for all regulatory fines and claims expenses for Privacy Liability

Item 3. RETROACTIVE DATE (if applicable):

Words and phrases that appear in **bold** print have special meanings that are defined in PGIT MN-500, PGIT MN-510 or additional definitions exclusive to this endorsement are defined in **SECTION V. DEFINITIONS** of the endorsement.

I. THIRD PARTY INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the **retroactive date** specified in **Item 3.** in the endorsement and that prior to the inception date of this policy no **Covered Party** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim**, then the **Trust** agrees as follows:

A. Media Content Services Liability Coverage

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period**, alleging a **media wrongful act** committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract**.

B. Network Security Liability Coverage

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period**, by reason of an act, error or omission by the **Covered Party** in providing or managing the security of a **computer system** for others for a fee that either (i) causes a **network breach**, or (ii) prevents a third party who is authorized to do so from gaining access to a **computer system**.

C. Privacy Liability Coverage

If, at the time of the respective act, error or omission described below, the **Covered Party** had in force a **privacy policy** pertaining to the subject matter of the corresponding subsection, then:

- 1. the **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period** by reason of a **privacy wrongful act** committed by the **Covered Party** in the **Covered Party's** capacity as such.
- 2. the Trust will pay privacy notification costs, in excess of the deductible that the Covered Party incurs with the Trust's prior written consent resulting from the Covered Party's legal obligation to comply with a breach notification law due to the Covered Party's failure to prevent unauthorized access, to the extent such unauthorized access (1) results in a data breach from a computer system, and (2) occurred and was reported in writing to the Trust during the agreement period, but only to the sublimit, if purchased, stated in Item 1.(b)(i) in the endorsement.
- 3. the Trust will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as regulatory fines and claim expenses as a result of a regulatory proceeding first made against the Covered Party and reported to the Trust during the agreement period resulting from a violation of a privacy law by reason of a privacy wrongful act by the Covered Party committed in the Covered Party's capacity as such, but only to the sublimit, if any, stated in Item 1. (b)(ii) in the Declarations.

D. PCI DSS Coverage

1. The **Trust** will reimburse to **Covered Party** for **PCI DSS fine and costs** in excess of the deductible that the **Covered Party** is legally obligated to pay as a result of a **claim** first made against the **Covered Party** during the **policy period** or extended reporting period (if applicable) alleging a **PCI DSS wrongful act** by the **Covered Party** or an outsourced provider. Provided, however, coverage under this **Coverage Agreement** is sublimited to an amount of \$250,000.

II. FIRST PARTY INSURING AGREEMENTS

A. Cyber Extortion Threat

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible and with the **Trust's** prior written consent for cyber **extortion damages** as a result of an **extortion threat** first made against an **Covered Party** in its capacity as such and reported to the **Trust** during the **agreement period** by a person other than an **Covered Party** or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of an **Covered Party**.

B. Data Breach Response and Crisis Management Coverage

The **Trust** will pay **data breach response and crisis management costs** incurred in excess of the deductible that the **Covered Party** incurs for a continuous twelve (12) month period resulting from a **data breach** that is first discovered by the **covered party** and as soon as notice of the **data breach** is reported to the Trust.

C. Business Interruption and Extra Expense

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible for the reduction in business income and extra expense the **Covered Party** sustains during the **period of restoration** of an actual interruption of the use of the **computer system** of the **Covered Party** provided the **claim** results from a **network breach** to the **Covered Party's computer system**.

D. Social Engineering Financial Fraud

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to a sublimit of \$250,000 for **social engineering financial fraud loss** directly resulting from a **social engineering financial fraud event**. This coverage shall only apply if **you** verify the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

III. DEFENSE AND SETTLEMENT

A. Defense

The **Trust** has the right and duty to defend any **claim** against the **Covered Party** seeking **damages** payable under the terms of this policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. Defense counsel may be designated by the **Trust** or, at the **Trust's** option, by the **Covered Party** with the **Trust's** written consent and subject to the **Trust's** guidelines.

B. Settlement

The **Trust** will have the right and duty to make, with the written consent of the **Covered Party**, any settlement of a **claim** under this policy. If the **Covered Party** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Trust** and acceptable to the claimant, then the **Trust's** limit 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 the **Trust** made its recommendation and fifty percent (50%) of **claims expenses** in excess of the recommended settlement, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability - Each Claim

Subject to Paragraph C. below, the **Trust's** limit of liability for **damages** and **claim expenses** for each **claim** first made and reported in writing to the **Trust** during the **agreement period** will not exceed the amount shown in **Item 1.(a)** in the Declarations for "Each **Claim."**

B. Limit of Liability - Policy Aggregate

The **Trust's** limit of liability for **damages** and **claim expenses** for all **claims** first made and reported in writing to the **Trust** during the **agreement period** and for all **privacy notification costs** payable under Insuring Agreement I.C.2 will not exceed the aggregate amount shown in **Item1.(b)** in the Declarations as the "Policy Aggregate," subject to the following sublimits which are part of and not in addition to the "Policy Aggregate" limit of liability:

- 1. The sublimit of liability stated in **Item 1(b)(i)** in the Declarations is the aggregate limit for the **agreement period**, for all **privacy notification costs** for **privacy** liability under Insuring Agreement I.C.2.; and
- 2. The sublimit of liability stated in **Item 1(b)(ii)** in the Declarations is the aggregate limit for the **agreement period**, for all **regulatory fines** and **claim expenses** for **privacy** liability under Insuring Agreement I.C.3.

C. Exhaustion of Limits

The **Trust** is not obligated to pay any **damages**, **claim expenses**, or **privacy notification costs** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages**, **claim expenses**, or **privacy notification costs** or any combination thereof; or after the **Trust** has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the **Covered Party** or, if applicable, to the excess insurer(s) of the **Covered Party**.

D. Deductible

- 1. The deductible amount shown in **Item 2.(a)** of the Declarations is the **Covered Party's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses.** The deductible will be paid by the **Covered Party.** The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.
- 2. The deductible amount stated in Item 2.(b) of the Declarations applies separately to each event or series of related events giving rise to an obligation to incur privacy notification costs for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(i) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(b).
- 3. The deductible amount stated in Item 2.(c) in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur regulatory fines and claim expenses for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(ii) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(c).

E. Multiple Covered Parties, Claims and Claimants

- 1. The limits of liability shown in the Declarations are the maximum amount the **Trust** will pay under this policy for **damages**, **claim expenses** and **privacy notification costs**, regardless of the number of **Covered Parties**, **claims** made, claimants, or events giving rise to **privacy notification costs**.
- 2. All **claims** arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single **claim** for purposes of this policy, irrespective of the number of claimants or **Covered Parties** involved in the **claim.** All such **claims** shall be deemed to have been made at the time of the first such **claim.**
- 3. All events giving rise to privacy notification costs arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or Covered Parties involved in the event. All such events shall be deemed to have occurred and the resulting claim made at the time the Covered Party first became aware of the earliest of all such events.

V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)

- A. Advertising means publicly disseminated material which promotes the service, business, or product of the Covered Party or a client of the Covered Party, but only where such material was disseminated at the prior written request of the Covered Party.
- B. Assumed under contract means liability for damages for personal 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 for which indemnity is sought, and (ii) requires the Covered Party to indemnify for personal injury caused in whole or in part by the content of media material used in a media communication.
- C. Authorized Employee means an employee of yours who is authorized by you to transfer, or to instruct others to transfer, money or securities.
- D. Breach notification law means any local, state, federal or foreign statute or regulation requiring the Covered Party to protect the confidentiality and/or security of personally identifiable information.
- E. Claim means:
 - 1. a written demand received by a **Covered Party** for monetary damages, including the service of suit or initiation of arbitration proceedings;
 - 2. the initiation of a suit or arbitration proceeding against an **Covered Party** seeking injunctive relief; and
 - **3.** with respect to coverage provided under Insuring Clause I.C.3 only, the institution of a **regulatory proceeding** against the **Covered Party.**
- F. Claim Expense means:
 - 1. Reasonable and necessary fees for the defense of a claim defended by an attorney selected

by the Trust in accordance with Section III Defense and Settlement as well as other

reasonable and necessary fees costs and expenses that result from the investigation,

adjustment, negotiation, arbitration, defense or appeal of a claim; and

- **2.** Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however the **Trust** is not obligated to apply for or furnish any such bond.
- **G.** Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Covered Party**.
- **H.** Covered Party per the definition from PGIT MN-500 and the following with respects to this endorsement only:
 - 1. independent contractors but only for **media communication** services performed at the direction and for the benefit of the **Covered Party**;
- I. Damages means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the Trust's written consent, and prejudgment interest awarded against the Covered Party on that part of the judgment the Trust offers to pay. If the Trust makes an offer to pay the applicable limits of liability, it will not pay any prejudgment interest based on that period of time after the offer.

Damages does not include:

- 1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for **media communication** performed or to be performed by the **Covered Party**;
- 2. fines, penalties, forfeitures, liquidated damages, sanctions, taxes;
- 3. punitive or exemplary amounts;
- 4. the multiplied portion of any multiplied awards;
- 5. the cost to comply with any injunctive, non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- 6. costs incurred to correct, re-perform or complete any **media communication**;
- 7. **regulatory fines**; provided, however, notwithstanding the foregoing, solely with respect to Insuring Agreement I.C.3, damages includes **regulatory fines**.

However, with respect to any **claim**, it is understood and agreed that the insuring of punitive or exemplary damages is deemed permitted under the laws and public policy of the applicable jurisdiction.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- **a.** where the punitive or exemplary damages were awarded or imposed;
- b. where any act which forms the basis of the **claim** took place; or
- c. where any **Covered Party** is incorporated, resides, or has its principal place of business.
- J. Data Breach means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to personally identifiable information, charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
- K. Data Breach Reporting Requirement means any provision in a law, statute or regulation, domestic or foreign, that required the covered party to provide notification to affected persons of a breach of such person's personally identifiable information or protected health information.
- L. Data Breach Response and Crisis Management Costs means costs charged by Breach Response Providers to:
 - 1. Costs charged by Breach Response Providers to:
 - a. Determine the legal applicability of and actions necessary to respond to a data breach reporting requirement;
 - **b.** Perform computer forensics to determine the existence, cause and scope of a **data breach** or cyber security breach;
 - c. Notify individuals of a **data breach** who are required to be notified pursuant to any **data breach reporting requirement;**
 - d. Voluntarily notify individuals of a data breach who may not be required to be notified;
 - e. Operate a call center to manage data breach inquiries
 - f. Provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose personally identifiable information was or may have been breached;

- **g.** Provide medical identity restoration for those individuals whose protected health information was or may have been breached;
- **h.** Minimize harm to the **covered party's** reputation by hiring a public relations or crisis communications firm, and
- 2. Costs charged by PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data..
- M. Extortion Damages means money paid by a Covered Party in its capacity as such and with the Trust's prior written consent to a person reasonably believed to be making an extortion threat for the purpose of ending an extortion threat against the Covered Party. Extortion damages shall include reasonable and necessary expense incurred by a Covered Party with the Trust's prior written consent that directly relate to the Covered Party's efforts to investigate and/or end an extortion threat.
- N. Extra Expense means reasonable and necessary expenses in excess of the covered party's normal operating expenses that the covered party incurs to reduce or avoid loss of business income.
- **O. Extortion Threat** means any credible act, error or omission which actually, potentially, or threatens to:
 - 1. hinder, restrict access to or corrupt an **Covered Party's computer system**;
 - 2. introduce malicious code into an Covered Party's computer system; or
 - 3. disclose, disseminate, destroy, corrupt or use the confidential information of a third party taken from an Covered Party's computer system as a result of unauthorized access to such computer system;
- P. Interrelated Act means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.
- **Q.** Malicious code means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- **R.** Media communication means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of **media material** to the public by or on behalf of the Covered Party.
- **S.** Media material means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including **advertising**.
- T. 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 sections T.1 and T.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, piracy 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.

- U. Money means the Insured's:
 - 1. Currency, coins and bank notes in current use and having a face value; and
 - 2. Traveler's Checks and money orders held for sale to the public.
- V. Network breach means:
 - 1. the alleged or actual **unauthorized access** to a **computer system** that results in:
 - **a.** the destruction, deletion or corruption of electronic data on a **computer system**;
 - b. a data breach from a computer system; or
 - c. denial of service attacks against Internet sites or computers.
 - 2. transmission of **malicious code** from a **computer system** to third party computers and systems.
- W. A series of continuing network breaches or related, repeated, or similar network breaches shall be considered a single network breach and be deemed to have occurred at the time of the first such network breach. Newly acquired subsidiary means any entity newly formed or acquired by the Covered Party

during the **agreement period** in which the **Covered Party** has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:

- 1. Within sixty (60) days of such formation or acquisition, the **Covered Party** has provided the **Trust** with full particulars of such **newly acquired subsidiary** and the **Trust** has agreed in writing to insure such **newly acquired subsidiary**, but the **Trust** shall not be required to insure such **newly acquired subsidiary**;
- 2. The **Covered Party** has paid the additional premium, if any, charged by the **Trust** and has agreed to any amendment of the provisions of this policy; and
- 3. The **Trust** will only provide coverage with respect to a Claim when the act or omission is committed on or after the date such **newly acquired subsidiary** became a **newly acquired subsidiary** and prior to the date such **newly acquired subsidiary** ceased to be a **newly acquired subsidiary**. An entity ceases to be a **newly acquired subsidiary** under this policy on the date during the **agreement period** that the **Covered Party's** legal or beneficial interest in such entity becomes less than fifty percent (50%).
- X. Period of Restoration means the time period that begins on the specific date the actual interruption of the use of the Covered Party's computer system starts and ends on the specific date that the actual interruption of the use of the computer system ends. In no event, however, shall the period of restoration mean a time period to exceed sixty (60) days.
- Y. Personally identifiable information means an individual's name in combination with one or more of the following:
 - 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;

- 2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
- 3. the individual's social security number, drivers license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
- **4.** other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, **personally identifiable information** does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

- Z. Personal injury means injury other than bodily injury to a third-party arising out of one or more of the following offenses by reason of an Covered Party's act, error or omission in the performance of or negligence regarding the content of any media communication:
 - **1.** false arrest, detention or imprisonment;
 - 2. libel, slander, or other defamatory or disparaging statement or materials;
 - 3. oral or written publication of material that violates an individual's right of privacy;
 - **4.** wrongful entry or eviction, or other invasion of the right of private occupancy;
 - 5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
 - **6.** infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.
- AA. Privacy notification costs mean reasonable and necessary:
 - 1. costs to hire a security expert to determine the existence and cause of any theft or unauthorized access to or disclosure of personally identifiable information;
 - 2. costs to notify consumers under a breach notification law;
 - **3.** fees incurred to determine the actions necessary to comply with a **breach notification law;** and
 - 4. credit monitoring services of the affected consumers if required by **breach notification law.**

Privacy notification costs will be paid first and will reduce the limit of liability available to pay **damages. Privacy notification costs** do not mean fees, costs or expenses of employees or officers of the Trust, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any **Covered Party.**

BB. Privacy policy means written documents that set forth the **Covered Party's** policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of **personally identifiable information**.

- CC. Privacy wrongful act means:
 - 1. the theft or unintentional disclosure or mishandling of **personally identifiable information** that is in the care, custody, or control of the **Covered Party**; or
 - 2. the **Covered Party's** unintentional failure to timely disclose a **network breach** in violation of any **breach notification law.**
 - 3. Solely with respect to Insuring Agreement I.C.2, **privacy wrongful act** also means the **Covered Party's** unintentional failure to comply with that part of a **privacy policy** that expressly:
 - a. requires notification to a person of the **Covered Party's** obtaining, acquisition, compilation or use of their **personally identifiable information**;
 - requires the Covered Party to disclose personally identifiable information or correct incomplete or inaccurate personally identifiable information after a proper request has been made by an authorized person;
 - c. requires the **Covered Party** to prevent the loss of **personally identifiable** information;
 - **d.** prohibits, prevents, restricts, or limits the improper or intrusive obtaining, acquisition, compilation or use of **personally identifiable information**; and
 - e. allows a person to opt-in or opt-out of the **Covered Party's** obtaining, acquisition, compilation or use of their **personally identifiable information**.
- DD. Regulatory fines means any civil fine or civil monetary penalty imposed in a regulatory proceeding payable by the Covered Party to the government entity bringing such regulatory proceeding in such entity's regulatory or official capacity.
- **EE. Regulatory proceeding** means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a **claim** covered by this policy.
- FF. Subsidiary means any entity of which the Covered Party owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the agreement period that the Covered Party's legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to claims made against an Covered Party based on any act or omission that was committed on or subsequent to such date.
- **GG. Securities** means **your** negotiable and nonnegotiable instruments or contracts representing either **money** or property, and includes tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Insured**.
- HH. Social Engineering Financial Fraud means the transfer of money or securities to an account outside your control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of yours, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of yours.

II. Social Engineering Financial Fraud Loss means loss of money or securities in a social engineering financial fraud.

- JJ. Unauthorized access means the gaining of access to computer systems by an unauthorized person or persons.
- KK. PCI DSS Fines and Costs means fines, penalties, assessments, fraud recovery and operational expense recovery that the Insured is contractually obligated to pay under its Merchant Services Agreement(s) as the result of a PCI DSS wrongful act by the insured or an outsourced provider. Provided however, PCI DSS fines and costs does not mean interchange fees, discount fees or prospective service fees.
- LL. PCI DSS Wrongful act means any actual or alleged cyber security breach or privacy wrongful act resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.
- MM. Merchant Services Agreement means an agreement between the Covered Party and a financial institution, credit/debit card company, credit/ debit card processor or Independent service operator enabling the covered party to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

VI. EXCLUSIONS

This endorsement does not apply to any **claim** or with respect to any **privacy notification costs** or **regulatory proceeding**:

A. Deliberate Acts

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a **Covered Party**. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the **Covered Party**.

B. Personal Profit

Based upon or arising out of the gaining of any **personal profit** or advantage to which the **Covered Party** is not legally entitled.

C. Prior Acts

Based upon or arising out of:

- 1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
- 2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an **interrelated act**.

D. Bodily Injury/Property Damage

Based upon or arising out of **bodily injury** or **property damage**.

E. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

F. Ownership

Based upon or arising out of **media content services** performed for or by, or created for or sold to, any business enterprise not named in the Declarations if on or after the date or time of the act or omission giving rise to such **claim**:

- 1. any Covered Party controlled, owned, operated or managed such entity; or
- 2. any **Covered Party** was an owner, partner, member, director, officer or employee of such entity.

Control of or ownership in a business enterprise is presumed if any **Covered Party** owned or held ten percent (10%) or more of the equity and/or debt instruments of such enterprise.

G. Covered Party v. Covered Party

By or on behalf of any **Covered Party** under this policy against any other **Covered Party** hereunder; however, this exclusion shall not apply to a claim made by an employee of either the **Covered Party** or a **subsidiary** or **newly acquired subsidiary** otherwise covered under Insuring Agreement I.E 1.

H. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

- 1. the Employee Retirement Income Security Act of 1974;
- 2. the Securities Act of 1933;
- **3.** the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any **claim** based upon common law principles of liability.

I. Pollution

Based upon or arising out of whether suddenly or over a long period of time, any:

- 1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **pollutants** whether suddenly or over a period of time; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **pollutants**; or
- 2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any **pollutants**.

J. Contract Liability

Based upon or arising out of any liability of others assumed by the **Covered Party** under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the **Covered Party** even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.C., this exclusion does not apply to liability **assumed under contract**;

K. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

- 1. for or relating to return on investment, cost savings, or profits;
- **2.** for or relating to time of delivery; or
- **3.** which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

L. Advertising

Based upon or arising out of :

- 1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
- **2.** any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
- **3.** inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
- 4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in **advertising**.

M. Product Recall

Based upon or arising out of any loss, cost or expenses incurred or that may be incurred by the **Covered Party** or others for the:

- **1.** adjustment, withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
 - a. any **technology products**, including any products or other property of others that incorporate **technology products**;
 - any products or other property on which miscellaneous professional services or technology services are performed; or
 - c. any work product resulting from or incorporating the results of miscellaneous professional services or technology services; or
- 2. reprinting, recall, withdrawal, removal or disposal of any **media material**, including any media or products containing **media material**.

N. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for **claims** involving a **privacy wrongful act)**, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising**, or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price

discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising**, consumer protection or restraint of trade.

O. Patent

Based upon or arising out of any actual or alleged infringement of patent or patent rights or misuse of patent.

P. Privacy

Based upon or arising out of:

- 1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;
- 2. the collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
- 3. the unlawful collection or acquisition of **personally identifiable information**, or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the **Covered Party's obtaining**, acquisition, compilation or use of their personally identifiable information.

Q. Governmental Action

Except with respect to Insuring Agreement I.C.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

R. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a **computer system.**

S. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

T. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

- accounting or recovery of profits, royalties, fees or other monies claimed to be due from an Covered Party or any claim brought by any such party against an Covered Party claiming excessive or unwarranted fees, compensation or charges of any kind made by an Covered Party; or
- 2. licensing fees or royalties ordered, directed or agreed to be paid by a **Covered Party** pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

VII. CONDITIONS

- A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs
 - 1. The **Covered Party**, as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any **claim** made against the **Covered Party**.

The **Trust** further agrees that the **Covered Party** may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to the **Trust a claim** made against the **Covered Party** during the **agreement period**, if the reporting of such **claim** is as soon as reasonably possible.

- 2. The **Covered Party**, as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any event which might reasonably be expected to give rise to **privacy notification costs**.
- 3. If during the **agreement period**, any **Covered Party** becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any **Covered Party**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Covered Party** responsible for any alleged act or omission and gives written notice to the **Trust** with all available particulars, including:
 - **a.** the specific act or omission;
 - **b.** the dates and persons involved;
 - c. the identity of anticipated or possible claimants;
 - d. the circumstances by which the **Covered Party** first became aware of the possible **claim**; and
 - e. potential damages or injury;

then any **claim** that is subsequently made against the **Covered Party** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Trust**. Said documents and information should be mailed to the **Trust** at the following address:

Preferred Governmental Insurance Trust Claims Department 615 Crescent Executive Court, Suite 600 Lake Mary, FL 32746

4. If during the **agreement period** the **Covered Party** gives written notice to the **Trust** of an event which might reasonably be expected to give rise to **privacy notification costs**, then any **claim** that is subsequently made against the **Covered Party** arising out of such event will be deemed to have been made on the date such written notice was received by the **Trust**.

B. Assistance and Cooperation

1. The **Covered Party** will cooperate with the **Trust** and upon the **Trust's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving

evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim** or payment of **privacy notification costs**.

- The Covered Party will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any Covered Party in connection with a claim or payment of privacy notification costs.
- 3. The **Covered Party** will not, except at the **Covered Party's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Trust**.

C. Action Against the Trust

- 1. No action may be brought against the **Trust** unless, as a condition precedent thereto:
 - a. The **Covered Party** has fully complied with all the terms of this policy; and
 - b. Other than with respect to coverage provided under Insuring Agreements I.C.2 and I.C.3, until the amount of the Insured's obligation to pay has been finally determined either by judgment against the Covered Party after actual trial and appeal or by written agreement of the Covered Party, the claimant and the Trust.
- Nothing contained in this policy will give any person or organization the right to join the Trust as a defendant or co-defendant or other party in any action against the Covered Party to determine the Covered Party's liability.

D. Bankruptcy

Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate will not relieve the **Trust** of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the **Covered Party**, whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any **damages, claim expenses** or **privacy notification costs** under this policy, the **Trust** will be subrogated in the amount of such payment to all the **Covered Party's** rights of recovery against any person or organization. The **Covered Party** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** will do nothing to prejudice such rights.

G. Changes

Notice to any agent of the **Trust** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Trust** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Trust** to form a part of this policy.

H. Entire Contract

By acceptance of this policy the Covered Party warrants that:

- 1. All of the information and statements provided to the **Trust** by the **Covered Party**, including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Covered Party**;
- 2. This policy is issued in reliance upon the **Covered Party's** representations;
- 3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Covered Party** to the **Trust** (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the **Covered Party** and the **Trust** and shall constitute the entire contract between the **Covered Party** and the **Trust**; and
- 4. Any material misrepresentation or concealment by the **Covered Party** or the **Covered Party's** agent will render the policy null and void and relieve the **Trust** from all liability herein.

I. Notices

Any notices required to be given by the **Covered Party** will be submitted in writing to the **Trust** or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the **Covered Party** under this policy is valid, unless the **Trust's** written consent is endorsed hereon.

K. Innocent Covered Parties

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, the **Trust** agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those **Covered Parties** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Covered Party** must promptly comply with all provisions of this policy upon learning of any concealment.

L. Social Engineering Financial Fraud

The coverage provided under **Section II, D.** shall apply only if the **Insured** verifies the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

VIII. EXTENDED REPORTING PERIODS

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if the **Trust** cancels or refuses to renew this policy due to:

- **1.** nonpayment of amounts due under this policy;
- noncompliance by the Covered Party with any of the terms and conditions of this policy; or
- **3.** any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Covered Party** for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any **claim** or event giving rise to **privacy notification costs** reported during such period will otherwise be governed by this policy.

C. Automatic Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will automatically be provided a period of sixty (60) days in which to give written notice to the Trust of:

- 1. Claims first made against the Covered Party during the policy period or the automatic extended reporting period for third party wrongful acts committed by a covered party after the retroactive date and prior to the end of the policy period; or
- **2.** first party incidents that are first discovered by a **covered party** during said sixty (60) day period and otherwise covered by the Policy.

PGIT MN-700 (10 18)



PUBLIC ENTITY

AUTOMOBILE COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

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 (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)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	Total Any One Accident \$2,000,000 \$0 Deductible Subject to PGIT MN-306	Included
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	STATUTORY	Included
AUTO MEDICAL PAYMENTS			Not Included
UNINSURED MOTORISTS			Not Included
UNDERINSURED MOTORISTS			Not Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	10, 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	10, 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

PGIT MN-030 (10 13)

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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	
County	\$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: <u>\$ INCLUDED</u>

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.

PGIT MN-030 (10 13)



Vehicle Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Dodge	Grand Caravan SE	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$30,100
	2010	2D4RN4DE2AR343442	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
002	Chevrolet	Uplander	Administration	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,815
002	2007	1GNDV231X7D132213	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer SUV	Administration	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,500
003	2006	1FMEU62E56UB54092	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Jeep	Vans, Pickups/Light	Fac Mgmt	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,599
004	2005	2FZMAS81AJ40096	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,796
005	2006	80885	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,536
006	2008	34619	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	PPV	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,118
007	2008	77572	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Jeep	Vans, Pickups/Light	SEL228	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,699
008	1999	40737	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	PPV	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,423
009	2002	1FMZU72K72UD47389	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
010	Chevrolet	Vans, Pickups/Light	Fac Mgmt	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,345
010	2000	1GBJG31F5Y1123615	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F250 Super Duty	Fac Mgmt	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,196
011	2007	1FDNF20597EA47337	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,617
012	2001	1FTRF18W81NB13509	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,063
013	2001	1FTRW08WX1KB07528	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 2500	Landfill	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,681
014	2003	1GCGK29UX3Z286028	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-250 SD	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,546
015	2007	1FTSX21587EA72703	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,820
016	2008	1FTSX2X21538EB8548 9	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Ranger	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,752
017	2007	1FTYR15E47PA10065	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Ranger	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,782
018	2007	1FTYR14U57PA10066	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

110:44	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
019	Ford	Vans, Pickups/Light	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,776
013	2008	27719	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
020	Ford	Ranger	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,315
020	2001	1FTYR15EX1TA90051	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Building Dept.	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,721
021	2008	1FMCU93178KA70553	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	⁻ orest Rive⊨	Trailer	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,154
022	2008	5Nhulf8338U215724	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	F-250 SD	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,527
023	2005	44085	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Loudo	TRAILER	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,254
024	2006	83356	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Loudo	TRAILER	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,254
025	2006	83357	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Nells Cargo	TRAILER	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,948
026	2006	113645	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-250 SD	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,546
027	2007	1FTSX21567EA72702	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		TRAILER	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,236
028	2007	42780	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
		TRAILER	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,236
029	2007	42798	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Medium Trk	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$37,057
030	2008	1HTMWSKK29H12722 80	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
004		TRAILER	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,514
031	2009	5NHULF8359U216200	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Express	Trailer	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,286
032	2010	5GLBE2029AC000269	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
033	Ford	F-250 SD	Landfill	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,222
000	1999	1FTNX21F1XEB61390	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
034		Trailer	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,567
034	2004	1.04006E+16	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
025	Ford	Explorer	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,390
035	2002	1FMZU72E52UA19678	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer	LF271	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,150
036	2003	1FMZU72KX3ZB05529	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
007	Jeep	Grand Cherokee	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,599
037	2005	1J4GR48K95C710824	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape 4x4	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,584
038	2007	1FMYU931X7KA09878	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
039	Ford	Escape 4x4	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,584
	2007	1FMYU93117KA09879	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
040	Ford	Ranger	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,744
040	2007	1FTYR15E87PA10067	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$8,691
041	2007	1FMEU73EX7UB64882	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$8,691
042	2007	1FMEU73E17UB64883	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Utility	Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,740
043	1980	7t93587003	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
044		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,273
044	1997	1H9ACD629V4127219	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,273
045	1997	1H9ACD625V4127220	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,273
046	1997	1H9ACD627V4127221	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
0.17		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,859
047	1999	DLBT5011000990124	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-550	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,892
048	1999	1FDAW56F6XEB40445	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
0.40	Ford	Vans, Pickups/Light	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,720
049	1999	1FTRF18WXYNA90629	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,060
050	1999	1FDWW36F0XED0547 8	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,794
051	2000	8546	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F700	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,984
052	1993	1FDPK74C1PVA04038	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$24,795
053	2001	2FZHATAK01AH71927	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,789
054	2001	2FTRF08W51CA99827	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,916
055	2002	2FZAAMBV72AJ80606	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Freightliner	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,183
056	2002	1FVABSBV72HJ57228	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 1500	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,274
057	2003	1GCEK14V23Z290611	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,594
058	2003	1FTRW08L53KC91169	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

110:14	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Chevrolet	Silverado 1500	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,274
059	2003	1GCEK14V93Z289987	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-750	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,855
060	2003	3FRXF75N54V660139	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,554
061	2005	3FRXW65F45V106344	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Medium Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,554
062	2005	3FRXW65E65V106345	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Medium Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,554
063	2005	3FRXW65E85V106346	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,133
064	2004	1FDWF37P64ED36415	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Freightliner	Medium Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$59,107
065	2006	1FVAC2DC86HV17394	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,991
066	2006	1FTVF14536NA86786	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,991
067	2006	1FTVF145X6NA86784	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		TRAILER	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,763
068	2006	5LBBE162561009970	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$44,870
069	2007	2FZHATDC17AY31417	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$44,870
070	2007	2FZHATDC37AY31418	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$44,870
071	2007	2FZHATDC57AY31319	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,030
072	2006	4Y3UC122265016275	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
070		TRAILER	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$23,917
073	2006	1T9P718216P394199	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
074	Mack	Extra Heavy Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$64,130
074	2007	1M2AG11C77M052738	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Extra Heavy Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$67,849
075	2007	1M1AJ07Y07N011834	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,850
076	1995	1HTSCAAM0SDH22935 6	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$14,675
077	2007	1FTRW14W57FB43429	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,637
078	2008	1FMCU92Z48KA70551	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
079	2007	1FTRF14W97NA76629	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
080	2007	1FTRF14W87NA77285	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
081	2007	1FTRF14WX7NA77286	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
082	2007	1FTRE14W17NA77287	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 3500	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,858
083	2007	3D6WH48A07G833708	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 3500	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,858
084	2007	3D6WH48A27G833709	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,592
085	1995	1FD2W90T7SVA59374	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$14,000
086	1991	1M2AA12Y1MW010626	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$72,431
087	2007	1HTMMAAPX7H392555	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 1500	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,251
088	2008	1D7HU16N88J224936	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
089	Ford	F-250 SD	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$23,601
089	2009	1FTSF21R69EA61126	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		TRAILER	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,880
090	1990	1425	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,935
091	2009	1TKA053268M046895	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$101,007
092	2011	1M2AXO4C7BM009595	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,512
093	2010	1B9AA1426A1309672	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	GMC C7H064	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,809
094	1990	1GDT7H4J4LJ609421	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,656
095	1979	FWV396702	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	R&B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,134
096	1996	CTL824107T5007466	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-550	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,880
097	1999	1FDaW56F4XEb40444	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,439
098	1999	1FDWF36F9XEDQ5477	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	GMC	Medium Trk	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,051
099	1992	1FDPK74P8NVA09044	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Heavy Truck	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,696
100	2001	3FDXF75R91MA58714	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Elite	Trailer	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,530
101	2007	5THBV20227L001593	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,199
102	2009	4YMUL06189G013315	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
100	Ford		Maint. Shop	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,191
103	2000	1FDAF57F2YEB78481	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
40.4	Ford	Vans, Pickups/Light	BC556	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
104	2007	76628	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 3500	Maint. Shop	10/01/2019	1,000	10/01/2019	10/01/2020	\$34,181
105	2007	3D6WH46A17G814491	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Medium Trk	Maint. Shop	10/01/2019	1,000	10/01/2019	10/01/2020	\$34,181
106	2007	14492	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 3500HD	Maint. Shop	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,279
107	2009	1GBJK74689F151723	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-550 Med Bucket	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,813
108	2001	1FDAW57F11EA80029	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Medium Trk	Facilities	10/01/2019	1,000	10/01/2019	10/01/2020	\$48,577
109	2005	1HTWBAAN7UJ038172	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	RAM 1500	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,554
110	2005	1D7HU18D55J635923	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	W6R042	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,056
111	1992	J8DH6A1U9N3100062	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,068
112	2007	1FTRX14W87NA77297	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 3500	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,203
113	2007	3D6WH46A57G814493	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	riple Crowr	Trailer	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,066
114	2008	1XNC2014181026922	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Mowing	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,230
115	2000	1FDWW36F21EA52686	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F350 Crew	Mowing	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,455
116	2001	1FDWW36F91EA82347	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Mowing	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,873
117	2003	1FDWW36P83EC9022 9	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	C7H064	Shell Pit	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,809
118	1990	1GDT7H4J3LJ609376	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
		Trailer	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,071
119	2000	DLBT5031000000103	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Water Truck	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,109
120	1992	1M2B206C7NM010296	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Jeep	Grand Cherokee	Fac Mgmt	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,694
121	2005	1J4GR48K45C710827	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Heavy Truck	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,959
122	1992	1FDZU90X6NVA37430	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	LT9000	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,200
123	1995	1FTYU90X5SVA08576	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-250 SD	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$14,558
124	2008	1FTSX215X8EB85490	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,017
125	1997	77216	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Medium Trk	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,782
126	1991	1GBL7H1JOMJ111036	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Heavy Truck	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,563
127	2002	1M1AA18482W145403	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-550	Maint. Shop	10/01/2019	1,000	10/01/2019	10/01/2020	\$52,958
128	2009	1FDAX57R39EA50727	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Sterling	Heavy Truck	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,172
129	1999	2FZXKCXB0XAA66943	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,200
130	1999	4106	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Econoline	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,316
131	2001	1FTSE34F11HB30575	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,188
132	2001	1FB5531F11HB30576	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Sterling	Heavy Truck	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$65,662
133	2006	2FZHAZCV06AV36426	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Jeep	Vans, Pickups/Light	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$7,347
134	2005	4540	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Recyc Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,552
135	2008	1FDWW37R68EE2202 4	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,632
136	2001	4RMES14111F001360	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	County Ext	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,630
137	2006	1FTRX14W76NA95997	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,630
138	2006	1FTRX14W06NA95999	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
100	Ford	F-150	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,630
139	2006	1FTRX14W16NA96000	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,630
140	2006	1FTRX14W36NA96001	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Taurus	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,940
141	2006	1FAHP53U26A224700	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,549
142	2007	5NHUEH6238U214430	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Grand Caravan	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,228
143	2009	2D8HN44EX9R687459	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	Vans, Pickups/Light	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,599
144	2010	1GTSKTEO2AZ257705	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	Vans, Pickups/Light	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,599
145	2010	1GTSKTEO8AZ255456	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,995
146	2007	64880	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$70,073
147	2008	1FDXF47R98ED39522	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$59,137
148	2008	216057	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$33,767
149	2005	A69619	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$56,292
150	2010	1GB9G5B63A1100126	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$48,816
151	2009	1GBJG316291182638	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F-250 SD	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,085
152	2008	1FTSX21548EE54003	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer SUV	Com Pro Serv	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,710
153	2007	74236	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,091
154	2007	1FTRF14W57NA76630	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,183
155	2003	1FDWX37P63EC90208	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 1500	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,865
156	2004	1GCEC14V24Z323976	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	TBD	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,700
157	2005	1GBJCC39215E24526 1	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	NR000020	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,316
158	2006	1FTRF14W66NB62351	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	GMC	C7C042	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$36,917
159	2007	1GDM7C1B78F402746	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Interstate	Trailer	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$8,737
160	2007	8948	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	AOK	Trailer	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,803
161	2007	D001722	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$26,077
162	2008	1FDWF37R48EE59377	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F800	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,854
163	1997	1FDPF80C5VVA15072	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-150	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$8,050
164	2004	1FTRW14W44KD1737 8	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	Sports Complex	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,548
165	2000	ETRF18W9YNC35824	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	E-Series Wago	County Ext	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,021
166	2008	1FBNE31L78DA59170	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Vans, Pickups/Light	Nat Resources	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,003
167	2009	3D3KS28T49G55315	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,453
168	1997	1FDKF38F5VEC16899	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

110:44	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	F-150	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,817
169	2001	1FTRF18W61NB94932	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-350 SD	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,326
170	2007	1FDWF33P17EA47338	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 1500	Parks	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,328
171	2005	1GCEK14V65Z327713	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F-250 SD	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,092
172	2008	1FTSF21R98EB94266	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Vans, Pickups/Light	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,068
173	2007	77294	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$112,000
174	2001	1HTGLAET41H367424	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Vans, Pickups/Light	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,463
175	2004	5206	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 3500	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,463
176	2004	3D7MU46C64G115207	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Haulmark	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$146,667
177	2005	105	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Trailer	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,340
178	2009	1Z9BU162081330251	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Pierce	Fire Truck	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$52,500
179	1994	4P1CA02G5RA000465	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$23,100
180	1995	1FDYW82E6SVA80155	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Ambulance	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,750
181	1996	1B7MF36C9TS708601	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
105	Dodge	Fire Truck	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,783
182	2001	3B6MF36621M502170	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Fire Truck	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,965
183	2001	3B6MF36681M524660	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Fire Truck	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$112,411
184	2003	4ENRAAA8731006181	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	Fire Truck	Highlands Lakes	10/01/2019	1,000	10/01/2019	10/01/2020	\$64,929
185	2004	1HTMKADR74H680077	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Mack	Fire Truck	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,100
186	1979	F786ST1418314183	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F-350 SD	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,396
187	1999	1FDWF37F3XEE27329	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Fire Truck	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,506
188	1999	1FDXW47F9XED68023	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	nternationa	Fire Truck	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$85,797
189	2001	1HTSDADR71H292215	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Venus VFD	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,150
190	1987	50598	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Sun N Lake S	10/01/2019	1,000	10/01/2019	10/01/2020	\$19,740
191	1991	2997	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Sun N Lake S	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,825
192	1997	1223	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Sun N Lake S	10/01/2019	1,000	10/01/2019	10/01/2020	\$135,661
193	2001	4097	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	DeSotoFire	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,022
194	1999	1FDXF47F7XEE273300	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F450 4x4	DeSotoFire	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,305
195	2001	1FDXF47F71EA90987	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	DeSotoFire	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,968
196	1994	5208	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Fire Truck	DeSotoFire	10/01/2019	1,000	10/01/2019	10/01/2020	\$30,230
197	1991	3685	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	E-One	Fire Truck	Highlands Lks	10/01/2019	1,000	10/01/2019	10/01/2020	\$113,418
198	2003	4ENRAAA8941007611	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Dodge	Fire Truck	Highlands Lks	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,783
199	2001	3B6MF36641M502171	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Fire Truck	Highlands Lks	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,965
200	2001	3B6MF366X1M524661	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	Fire Truck	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$95,922
201	2001	IHTSDADR82H500247	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
000	nternationa	Fire Truck	Highlands Lks	10/01/2019	1,000	10/01/2019	10/01/2020	\$213,498
202	2009	1HTWYAHT99J109834	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Placid Lks FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,450
203	1989	59418	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Fire Truck	Placid Lks FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,290
204	1979	614	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	Fire Truck	Placid Lks FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$30,036
205	1997	3796	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	E-One	Fire Truck	Placid Lks FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$155,385
206	2006	93697	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	GMC	Vans, Pickups/Light	Placid Lks FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,299
207	2009	1GDHK74KX9F167778	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Fire Truck	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,489
208	1987	18856	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
200	Ford	Fire Truck	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,975
209	1994	45207	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	Fire Truck	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$32,083
210	1998	2254	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Emerg.	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,965
211	2001	3B6MF366X1M-544523	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Emerg.	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,966
212	2001	3B6MF36681M-544522	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	E-One	Fire Truck	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$96,130
213	2007	1HTMKAZR47H348515	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Fire Truck	LeisureLk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,743
214	1985	1813	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Heavy Truck	Highlands Pk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$14,000
215	1996	S427049189E001	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	E-One	International 7600 Fire Truck	Leisure LK FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$358,503
216	2015	3HAGSSNT4FL669791	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
0.17	Chevrolet	Fire Truck	Highlands Pk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,376
217	1992	704	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Trailer	Traffic ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,880
218	2015	5VGFD2228FL002516	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
219	Chevrolet	Fire Truck	Highlands Pk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,170
213	1990	1GBHK34N 7LE176298	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
220	nternationa	Fire Truck	Highlands Pk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$29,609
220	1996	1827	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
224	Ford	F-550	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$38,533
221	2011	1FDUF5HT2BEC16610	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	E-One	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$439,808
222	2011	4EN6AAA82B1006347	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Sterling	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,975
223	1999	2FZXMJBB8XA982160	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,669
224	2011	1GCRKPEA9BZ393247	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,740
225	2011	5HZBF16261LD11426	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,921
226	2012	1FMCU0DG2CKB0574 8	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,921
227	2012	1FMCU0DG4CKB0574 9	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	PPV	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,921
228	2012	1FMCU0DG4CKB0575 0	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Private Passenger Cars	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$11,335
229	2012	3FADP4AFXCM208082	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
000	Chevrolet	Equinox	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,801
230	2012	2GNFLCEK9C6336150	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Explorer	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$19,634
231	2013	1FM5K7B87DGA84693	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$83,640
232	2008	1M2AX09C28M003754	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Mack	Heavy Truck	RB2319	10/01/2019	1,000	10/01/2019	10/01/2020	\$66,500
233	2006	1M2AG11C66M040420	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Fire Truck	Highlands Pk FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$91,000
234	2005	1HTWGAZT85J129486	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Silverado	County Engin	10/01/2019	1,000	10/01/2019	10/01/2020	\$28,160
235	2011	1GC1KVC81BF211852	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 3500HD	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$38,685
236	2011	1GB4KZCL6BF114322	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 3500HD	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$38,685
237	2011	1GB4KZCL2BF115421	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado 3500HD	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$28,380
238	2011	1GB3KZCL4BF124956	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Escape	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,904
239	2012	1FMCU9C76CKA59623	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$72,198
240	2010	1GB6G2B69A1122942	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Mack	CX613 Vision	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,925
241	2005	1M1AE06Y45N023228	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	nternationa	Fire Truck	DeSotoFire	10/01/2019	1,000	10/01/2019	10/01/2020	\$187,820
242	2013	1HTMKAZR1DH296403	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		457 Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$130,024
243	2012	3C7WDKBL4CG29675 7	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Trailer (Tradewinds generator installed)	Emergency	10/01/2019	1,000	10/01/2019	10/01/2020	\$148,607
244	2013	5FTGE2228D1042609	Trailer	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F150 1/2 Ton	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,600
245	2006	1FTRX14W86NB62350	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F250 Super Duty	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,408
246	2013	1FTBF2B62DEA75974	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Express Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$71,061
247	2010	1GB6G2B64A1122248	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Trailer	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,411
248	2013	54GVC16T7D7006247	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
040	nternationa	7000 Series 7400	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$85,800
249	2013	1HTWGAZT8DJ331663	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	7000 Series 7400	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$85,800
250	2013	1HTWGAZTXDJ331664	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	nternationa	7000 Series 7400	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$85,800
251	2013	1HTWGAZT1DJ331665	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	GMC	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,850
252	1986	1GDN701G5GV537102	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Freightliner	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,500
253	1997	1FV6JLCB1VH871086	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Fire Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,500
254	2000	3B6MF3661YM243679	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chrysler	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$139,617
255	2012	3C7WRKBLODG56117 5	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Peterbilt	365 Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$132,210
256	2014	1NPSXPEX3ED236491	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Peterbilt	365 Heavy Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$132,210
257	2014	1NPXSPEX3ED236492	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F250	Coop Aq. Plant	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,681
258	2015	1FTBF2B65FEA13522	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
259		18ft Cargo Trailer	Highlands Lakes	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,650
200	2000	4XSPB1TG022213	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
260		Utility Trailer	Lake Placid FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,236
200	2014	1Z9BU1821E1330638	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
261	Chevrolet	Equinox LS	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,886
201	2014	2GNFLEEKIE63473121	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
000	Chevrolet	Traverse LS	Tax Collector	10/01/2019	1,000	10/01/2019	10/01/2020	\$23,593
262	2014	1GNKRFED0EJ132116	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	ager Beave	Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,600
263	1991	112DBT271MT037075	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
264		Trailer	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$6,468
204	2010	1R9RP111XAT136995	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
265	Ford	F450 Aumbulance	Fire Rescue	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,239
265	2001	1FDXF46F21EC92654	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		457 Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$165,000
266	2014	3C7WRKBL5EG22293 2	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
007	Dodge	Ram 2500 Rescue Truck	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$55,352
267	2015	3C6UR5HLXFG594272	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Expedition XL	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$32,622
268	2015	1FMJU1GT9FEF44972	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Explorer	Health Unit	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,581
269	2016	1FM5K8B80GGA47074	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Freestar	Facilities Mgmt	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,196
270	2007	2FMZA51657BA05574	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 4500 Wildwind Brush Truck	W Sebring FD	10/01/2019	1,000	10/01/2019	10/01/2020	\$123,127
271	2015	3C7WRLEL8FG669404	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F150	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,106
272	2015	1FTEX1EPOFKE34736	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape SE	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,869
273	2016	1FMCU9GX2GUB4865 7	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,869
274	2016	1FMCU9GX5GUC0128 5	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
075		Sienna	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,442
275	2016	5TDZK3DCXFS684052	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
070	Chevrolet	Equinox LX	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,426
276	2016	2GNFLEEKXG6166771	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
077	Chevrolet	Equinox LS	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,426
277	2016	2GNFLEEK5G6186006	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
0-1	Peterbilt	567 Mini Wh Dtrk	R&B / RB2063	10/01/2019	1,000	10/01/2019	10/01/2020	\$142,630
278	2016	1NPSXPEX3GD350804	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Peterbilt	567 Mini Wh Dtrk	R&B / RB2064	10/01/2019	1,000	10/01/2019	10/01/2020	\$142,630
279	2016	1NPSXPEX5GD350805	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Silverado 1500	R&B	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,465
280	2016	1GCRCNEH2GZ24082 8	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Horton	457 Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$172,499
281	2016	3C7WRKBLXGG17733 0	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Explorer	HD1107	10/01/2019	1,000	10/01/2019	10/01/2020	\$24,296
282	2016	1FM5K7B89GGD05523	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 4x4 1 ton	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$52,208
283	2016	3C7WRTCL9GG25794 8	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	1.5 Diesel Truck	Traffic Ops	10/01/2019	1,000	10/01/2019	10/01/2020	\$51,752
284	2016	1FDOX5HT7GEC53753	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		F350 Brush Truck	VVFD39	10/01/2019	1,000	10/01/2019	10/01/2020	\$74,000
285	1999	1FDWE372XEC06305	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	Grd Caravan	Elections	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,000
286	2016	2C4RDGBG7GR38927 9	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F150 P/up	Prop Appr	10/01/2019	1,000	10/01/2019	10/01/2020	\$26,000
287	2016	1FTEX1EP1GKF41070	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Horton	Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$179,500
288	2017	3C7RKBL4GG251616	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
000	Continental	AS1820 Trailer	NR/NR16	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,656
289	2016	1ZJBB1811GC024899	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
290	Dodge	Ram 3500 Series D/T	Parks Dept/PR213	10/01/2019	1,000	10/01/2019	10/01/2020	\$35,849
	2017	3C7WRTAJ3HG610056	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
291		Chassis 365	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$148,000
291	2017	1NPSXPEX1JD433011	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
		Chassis 366	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$148,000
292	2017	1NPSXPEX3JD433012	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
203	Haulmark	Tand Ax Trailer	Fire Safety Inspections	10/01/2019	1,000	10/01/2019	10/01/2020	\$4,600
293	1998	4XSGB1624XG010087	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
294	Dodge	Ram 3500	WC88	10/01/2019	1,000	10/01/2019	10/01/2020	\$47,698
234	2017	3C7WRTAL2HG662537	Medium Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
005	Dodge	RAM 1500 Tradesman	EMS666	10/01/2019	1,000	10/01/2019	10/01/2020	\$43,098
295	2017	3C6RR7KT6HG703338	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	RAM 4500	EMS664	10/01/2019	1,000	10/01/2019	10/01/2020	\$200,340
296	2017	3C7WRKBL7HG69570 5	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	RAM 4500	EMS665	10/01/2019	1,000	10/01/2019	10/01/2020	\$200,340
297	2017	3C7WRKBL9HG69570 6	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Nissan	Rogue	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$21,340
298	2017	KNMAT2MV7HP567886	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Iron King	Trailer	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$1,600
299	2013	1Z9BU1620D1330535	Trailer	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F250	Parks Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$24,000
300	2017	1FTBF2B62HE018883	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Fire Truck	Sun N Lake S	10/01/2019	1,000	10/01/2019	10/01/2020	\$120,000
301	2015	3C7WRTCJXFG592052	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	GMC	Brush Truck 6x6	Lorida Fire	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,000
302	1993	503319	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F150	R & B Crew	10/01/2019	1,000	10/01/2019	10/01/2020	\$10,991
303	2006	1FTVF14516NA86785	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Fruhf	Trailer	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$2,655
304	1974	DKR504110	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		365 Dump Truck	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$156,000
305	2018	1NPSXPEX1JD465358	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Dodge	RAM 4500	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$172,499
306	2016	3C7WRKBL8FG611873	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	Escape	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,987
307	2018	1FMCU0F70JUB29528	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$17,987
308	2018	1FMCUOF72JUB29529	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Nissan	Rogue	County Ext	10/01/2019	1,000	10/01/2019	10/01/2020	\$19,641
309	2018	5N1AT2MT3JC712297	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 1500 CC 4x4	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,478
310	2018	1C6RR7KG1JS224164	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 1500 CC 4x4	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,744
311	2018	3C6JR7AG13G135460	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Ram 1500	Rds & Bridges 4102	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,345
312	2018	3C6JR7AG8JG210558	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
313	Dodge	Ram 1500	Rds & Bridges 4102	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,345
313	2018	3C6JR7AG8JG210557	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
314	Dodge	Ram 1500	Rds & Bridges 4102	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,345
514	2018	3C6JR7AG1JG210559	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
245	Ford	F-150	Engineering 4100	10/01/2019	1,000	10/01/2019	10/01/2020	\$30,398
315	2018	1FTEW1EB1JKD41403	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
040	Dodge	Ram 1500	Rds & Bridges Concrete	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,345
316	2018	3C6JR7DG3JG210560	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
047	Nissan	Rogue	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$18,000
317	2016	KNMAT2MTXGP611490	Private Passenger	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
0.10		Dump Truck	Rds & Bridges 2419	10/01/2019	1,000	10/01/2019	10/01/2020	\$153,300
318	2019	1NPSXPEX7KD265909	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value

Unit#	Make Year	Model/Description VIN #	Department Vehicle Type	AL Eff AL Term	Comp Ded Coll Ded	Comp Eff Coll Eff	Comp <u>Term</u> Coll Term	Value Valuation Type
2018	4EN6AAA89J1001709	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value	
320		Horton Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$226,000
	2018	3C7WRKBL0JG352174	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
321	Brahma	Trailer TC16610	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,169
	2019	17YBP1620KB070814	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
322	Brahma	Trailer TC16610	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,169
	2019	17YBP1629KB070813	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
323	Dodge Rarr	1500 Crew Cab	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,000
	2014	1C6RR7ST4E5446247	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Toyota	Sienna Van	Admin	10/01/2019	1,000	10/01/2019	10/01/2020	\$27,000
324	2007	5TDZZ3DCXKS989668	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
325	Brahma	Trailer TC16610	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$5,169
	2019	17YBP1627KB070812	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
326	Chevrolet	Fire Brush Truck	Venus VFD	10/01/2019	1,000	10/01/2019	10/01/2020	\$9,200
	1996	1GBJK34J4TE205321	Fire Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
327	Chevrolet	Tahoe	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$49,955
	2019	1GNSKDEC3KB23999 6	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
328	Chevrolet	Tahoe	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$49,955
	2019	1GNSKDEC2KR24015 3	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
220	Chevrolet	Tahoe	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$49,955
329	2019	1GNSKDEC5KR24001 7	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Peterbilt	Transport Tractor	Rds & Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$159,948
330	2020	1XPXP4EX2L0637393	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Chevrolet	Tahoe	Fire Services	10/01/2019	1,000	10/01/2019	10/01/2020	\$49,100
331	2019	1GNSKDEC2KR24001 0	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Traverse	Emer Mmgt	10/01/2019	1,000	10/01/2019	10/01/2020	\$37,801
332	2019	1GNEVGKW9KJ235650	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
333	Dodge	Ram	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,744
333	2018	3C6JR7AG3JG135461	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
004	Ford	Pickup	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$3,000
334	1999	2FTRF08W71CA99828	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F150	Admin	10/01/2019	1,000	10/01/2019	10/01/2020	\$13,000
335	2001	1FTRX17W61NB97814	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Dodge	Truck	Admin	10/01/2019	1,000	10/01/2019	10/01/2020	\$23,232
336	2019	1C6RR7FG6K5601986	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Nissan	Rogue	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$20,000
337	2018	JN8AT2MV6JW330371	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Escape	Building Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$22,925
338	2019	1FMCU9GD4KUA4261 4	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
339	Ford	F550 Bucket Truck	Engineering 4100	10/01/2019	1,000	10/01/2019	10/01/2020	\$113,615
000	2018	1FD0X5HT9KE97054	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
240	Ford	F150 Supercrew	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$24,085
340	2003	1FTRW08L13KC91170	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	GMC	Savanna Ambulance	EMS	10/01/2019	1,000	10/01/2019	10/01/2020	\$78,600
341	2010	1GB6G2B63A1122399	Ambulance	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
	Ford	F150 Supercrew	Health Dept	10/01/2019	1,000	10/01/2019	10/01/2020	\$26,713
342	2019	1FTEW1EB3KFA68202	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Chevrolet	Silverado	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$12,820
343	2003	1GCEC14V93Z284821	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Big Tex	Dump Trailer	Refuse Disp	10/01/2019	1,000	10/01/2019	10/01/2020	\$8,000
344	2019	16VD1427K3040368	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	Truck	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$15,117
345	1997		Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	HLT-T350	Boomlift Trailer	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$16,000
346		5DYACC1J9G007013	Trailer - NO CHARGE	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Ford	F250	Parks & Rec	10/01/2019	1,000	10/01/2019	10/01/2020	\$30,600
347	2018	1FT7X2B62Jec64137	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		Conventional 337	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$159,000
348	2016	2NP2HN7X3GH327882	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	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
349	Ford	F250	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$24,600
0.0	2008	1FTSX21528EE54002	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
350		Dump Truck	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$153,283
000	2018	1NPCXPEX4JD488086	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
351		Dump Truck	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$144,600
	2019	1NPCXPEX4JD486631	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
352		Dump Truck	Rds and Bridges	10/01/2019	1,000	10/01/2019	10/01/2020	\$151,408
002	2019	1NPCX7EX2KD266471	Heavy Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Agreed Value
050	Nissan	Frontier	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$26,000
353	2018	1N6AD0EV2JN767041	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
	Nissan	Frontier	Zoning	10/01/2019	1,000	10/01/2019	10/01/2020	\$25,000
354	2019	1N6AD0EV7KN768588	Light Truck	10/01/2020	1,000	10/01/2019	10/01/2020	Actual Cash Value
		<u> </u>			<u> </u>	Tota	ıl	1 \$13,201,428.00



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 guotation 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.
- = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you 3 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.

- = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are 5 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).
- = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any 8 "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
- = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are 9 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 Includes copyrighted material of Insurance Services Office, Inc. with its permission PGIT MN-300 (10 19)

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:

- 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

- 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.

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Page 6

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
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- (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."

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Page 8

- 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.

Page 9

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.

 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.



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.

PGIT MN-301 (10 13)



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> Total Aggregate Limit	Limit Per Person 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)

Page 1

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 by \$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:

- 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.
- 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.
- 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 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 or pay the claim 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 "accide

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.



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.



AUTOMOBILE SYMBOL DEFINITION ENDORSEMENT

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the AUTOMOBILE COVERAGE FORM, PGIT MN-300:

The following is added to SECTION I, A., Description of Covered Auto Designation Symbols:

Symbol 10 is defined as follows:

APD: 'per symbol 2 except agreed value on ALL Classified Fire Trucks, Ambulances and any vehicles valued over \$100,000.

AL:

PGIT MN-399 (10 13)



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)	\$1,000,000 Per Event	\$0 Per Event
SUBLIMITS (These limits do not increase the event limit stated above)		
BUSINESS INTERRUPTION	INCLUDED	
DEMOLITION, CLEARANCE AND MEMORIALIZATION	\$250,000 Per Event	
EXTRA EXPENSE	\$250,000 Per Event	
CRISIS MANAGEMENT	INCLUDED	
PROPERTY DAMAGE EXTENSION	\$250,000 Per Event	
COUNSELING SERVICES	\$250,000 Per Event	
FUNERAL EXPENSES	\$250,000 Per Event	
CLAIMS EXPENSES	INCLUDED	

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: <u>860-677-3790 - CrisisRisk Strategies LLC</u>

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.

<u>NOTE:</u> 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 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**:
 - 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 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. Counselling Services means the utilization of psychiatrists, social workers and counsellors 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**.
- 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; the available services are:
 - 1. <u>Retention of services</u>

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. <u>Temporary Security Measures</u>

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 counselling 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:
 - 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 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**.

- Y. 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.
- **Z. 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.
- AA. 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.
- **BB.** 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.
- **CC.** Road Vehicle means a private or commercial land-based vehicle which is licensed for highway use, including automobiles, buses, trucks or motorcycles.
- DD. Suicide means the act of intentionally killing or attempting to kill oneself.
- EE. Preferred shall mean Preferred Governmental Insurance Trust, who is providing this Coverage Agreement.
- **FF.** 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.
- GG. 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**.

- HH. 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.**

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, Counselling 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.

Κ.

- 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.

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.

<u>SECTION IV – LIMIT OF LIABILITY</u>

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: <u>860-677-3790</u> 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 it's 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 <u>Arbitration</u>, 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.

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.

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**.

Any such expense costs are inclusive of response and consultant fees and all associated expenses, and included within the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 and not in addition to the limit of liability. 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**. Such services available to the **Covered Party** 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 Party**, site security, remediation, public relations, media management, legal, crisis counselling to the **Covered Party**, site security, remediation and recovery, restoration and similar services.

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.

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 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;
- 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;
- I. 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.
- 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.

COUNSELLING 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 Counselling 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 **Counselling 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 Counselling 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 Counselling 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 Counselling Services to the Covered Party under this policy. The Event Responder will arrange the respective Counselling Services in conjunction with the Covered Party.

This Endorsement insures **Counselling 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 Counselling Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

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**.

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 to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

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;
- I. 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**.

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:

- 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;
- I. 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.



PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

Coverage	Limit of Coverage	Deductible
X Employee Dishonesty Per Loss Coverage	\$250,000	\$1,000
X Forgery or Alteration Coverage	\$250,000	\$1,000
Theft , Disappearance and Destruction Coverage – Inside	\$250,000	\$1,000
Outside	\$250,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$250,000	\$1,000

FORMS AND ENDORSMENTS

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 ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PGIT MN-080 (10 14)

Page 1



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.

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- (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.

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Page 5

- (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.

I. 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

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- (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.

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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;

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Page 8

- (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.



PUBLIC ENTITY

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":
 - 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;"

PGIT MN 900 (10 13)

"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.

PGIT MN-900 (10 13)



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 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.

<u>X</u> ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT

SECTION I - **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.

<u>X</u> 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.

Notwithstanding any other provision of this agreement, 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.

PGIT MN-902 (10 16)

Preferred Governmental Insurance Trust Coverage Agreement Endorsement

Endorsement No.: 005 Member: Highlands County, A Political Subdivision of the State of Florida Effective Date: See Below Agreement No.: PK2FL1 0281028 19-12

Coverage Period: 10/01/2019 to 10/01/2021

The Coverage Agreement is amended as follows:

Effective 10/01/2019

Constitutional Offices Endorsement

It is noted and agreed that the following are included/excluded (as indicated below) in the definition of the "Covered Party", as described in the Definition section/s of the Coverage Agreement.

Constitutional Office	<u>AL</u>	<u>GL</u>	POL/EPLI
Clerk of Court	Included	Included	Included
Tax Collector	Included	Included	Included
Property Appraiser	Included	Included	Included
Supervisor of Elections	Included	Included	Included
Sheriff	Excluded	Excluded	Excluded

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.

Preferred Governmental Insurance Trust **Coverage Agreement Endorsement**

Endorsement No.: 009 Member: Highlands County, a Political Subdivision of the State of Florida

Effective Date: See Below Agreement No.: PK2FL1 0281028 19-12

Coverage Period: 10/01/2019 to 10/01/2021

Premium for Second Annual Installment: \$1,197,358

Auto (Symbols 10 & 8)

Coverage is confirmed as being per the attached updated Automobile Schedule.

Property (including Property Extensions)

Coverage is confirmed as being per the attached updated Property Schedule.

Current TIV	
Buildings:	\$ 118,848,260
Contents:	\$ 25,730,304
Total:	\$ 144,578,564

Property - Inland Marine

Coverage is confirmed as being per the attached updated Inland Marine schedule.

Current Inland Marine TIV

Total: \$18,946,747

Liability Rating Basis

Payroll is amended to \$25,572,295 # of Employees is amended to 586 FT and 125 Volunteers

Effective 10/01/2020:

Per COMMON AGREEMENT CONDITIONS, PGIT MN-090 (10 19) paragraph G, LIBERALIZATION, agreement and terms are amended as follows:

General Liability

PGIT MN 203 part K is amended as follows:

1.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

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.

Authorized By: _____

Issued: 09/30/2020

Preferred Governmental Insurance Trust Coverage Agreement Endorsement

Endorsement No.: 009 Member: Highlands County, a Political Subdivision of the State of Florida Effective Date: See Below Agreement No.: PK2FL1 0281028 19-12

Coverage Period: 10/01/2019 to 10/01/2021

water supply pipes owned and maintained by you.

Cyber Liability

Endorsement PGIT MN-700 (10 20) Media Content Services, Network Security, and Privacy Liability Endorsement replaces and supercedes form PGIT MN-700 (10 18)

Changes in terms and conditions include but are not limited to:

Cyber Crime \$250,000 Agg Includes the following sublimits: ·Social Engineering Sublimit \$250,000 (this hasn't changed) ·Funds Transfer Fraud \$100,000 ·Invoice Manipulation \$100,000 Utility Fraud \$100,000 Aggregate Includes the following sublimits: ·Crypto-Jacking \$100,000 ·Telecommunications Fraud \$100,000 PCI DSS sublimit is increased from \$250,000 to \$1,000,000. Bricking Incident \$250,000 sublimit Voluntary Shutdown \$250,000 sublimit

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.



PUBLIC ENTITY

MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO THE TRUST DURING THE COVERAGE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

Item 1.	LIMITS OF LIABILITY	(Inclusive of claim exp	penses and subject	ct to sublimits p	er the insuring agreements):
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- (a) Each claim
- (b) Policy Aggregate for the **Agreement Period** but sublimited to:
- (i) Aggregate for the Agreement Period, for all Privacy Notification Costs for Privacy Liability
- (ii) Aggregate for the Agreement Period, for all regulatory fines and claim expenses for Privacy Liability

Item 2. DEDUCTIBLE (Inclusive of claim expenses):

(a)	Each claim
(b)	Each claim for all Privacy Notification Costs for Privacy Liability
(c)	Each claim for all regulatory fines and claims expenses for Privacy Liability

Item 3. RETROACTIVE DATE (if applicable):

Words and phrases that appear in **bold** print have special meanings that are defined in PGIT MN-500, PGIT MN-510 or additional definitions exclusive to this endorsement are defined in **SECTION V. DEFINITIONS** of the endorsement.

I. THIRD PARTY INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the **retroactive date** specified in **Item 3.** in the endorsement and that prior to the inception date of this policy no **Covered Party** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim**, then the **Trust agrees as follows:**

A. Media Content Services Liability Coverage

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period**, alleging a **media wrongful act** committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract**.

B. Privacy & Security Liability Coverage

If, at the time of the respective act, error or omission described below, the **Covered Party** had in force a **privacy policy** pertaining to the subject matter of the corresponding subsection, then:

- 1. the Trust will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to the Trust during the agreement period by reason of a privacy and security wrongful act committed by the Covered Party in the Covered Party's capacity as such.
- 2. the Trust will pay privacy notification costs, in excess of the deductible that the Covered Party incurs with the Trust's prior written consent resulting from the Covered Party's legal obligation to comply with a data breach reporting requirement due to the Covered Party's failure to prevent unauthorized access, to the extent such unauthorized access (1) results in a data breach from a computer system, and (2) occurred and was reported in writing to the Trust during the agreement period, but only to the sublimit, if purchased, stated in Item 1.(b)(i) in the endorsement.
- 3. the Trust will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as regulatory fines and claim expenses as a result of a regulatory proceeding first made against the Covered Party and reported to the Trust during the agreement period alleging a privacy and security wrongful act by the Covered Party committed in the Covered Party's capacity as such, but only to the sublimit, if any, stated in Item 1. (b)(ii) in the Declarations.

C. PCI DSS Coverage

1. The Trust will pay on behalf of the Covered Party for PCI DSS fine and costs in excess of the deductible that the Covered Party is legally obligated to pay as a result of a claim first made against the Covered Party and reported to the Trust during the agreement period or extended reporting period (if applicable) alleging a PCI DSS wrongful act by the Covered Party or an outsourced provider. Provided, however, coverage under this Coverage Agreement is sublimited to an amount of \$1,000,000.

II. FIRST PARTY INSURING AGREEMENTS

A. Cyber Extortion Threat

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible and with the **Trust**'s prior written consent for cyber **extortion damages** as a result of an **extortion threat** first made against an **Covered Party** in its capacity as such and reported to the **Trust** during the **agreement period** by a person other than an **Covered Party** or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of a **Covered Party**.

B. Data Breach Response and Crisis Management Coverage

The **Trust** will pay **data breach response and crisis management costs** incurred in excess of the deductible that the **Covered Party** incurs for a continuous eighteen (18) month period resulting from a **data breach** or **cyber security breach** that is first discovered by the **covered party** and as soon as notice of the **data breach** is reported to the Trust.

C. Business Interruption and Extra Expense

The Trust will indemnify the Covered Party all sums in excess of the deductible for:

- (a) Loss of business income after the waiting period; and
- (b) **Extra expenses** in excess of the applicable deductible

the Covered Party sustains during the period of restoration resulting from:

(1) an actual interruption of the use of the **computer system** of the **Covered Party** provided the **claim** results from a **cyber security breach** to the **Covered Party's computer system**; or.

(2) the voluntary and intentional shutdown of the **network**:

- ordered by an executive officer of the Covered Party who is authorized to a. make such an order, do the their reasonable believe that such shutdown would limit the financial impact of a cyber security breach; or
- ordered by any federal, state, local of foreign governmental entity in such entity's b. regulatory or official capacity, due to a **cyber security breach**,

Where such shutdown directly causes a total or partial interruption or deterioration in the Covered Party's business operations. Provided, however the Covered Party's maximum limit of liability applicable to voluntary and intentional shutdown of the **network** as outlined above is sublimited to \$250,000 and shall be part of, and not in addition to, the limit of liability as stated in Item 1 (a).

For purposes of this coverage, loss of business income is subject to a 10-hour waiting period. D. Cyber Crime- The aggregate limit for all Cyber Crime sublimits shown below is \$250,000.

(a) Social Engineering Financial Fraud

The Trust will indemnify the Covered Party all sums in excess of the deductible and up to a sublimit of \$250,000 for social engineering financial fraud loss directly resulting from a social engineering financial fraud event. This coverage shall only apply if you verify the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

(b) Funds Transfer Fraud

The Trust will pay or reimburse the Covered Party all sums in excess of the deductible and up to a sublimit of \$100,000 for funds transfer fraud loss that the Covered Party incurs directly resulting from a funds transfer fraud event, provided that such funds transfer fraud event is first discovered by the Covered Party during the coverage agreement period.

(c) Invoice Manipulation

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible and up to a sublimit of \$100,000 for invoice manipulation loss that the Covered Party incurs directly resulting from an invoice manipulation fraud event, provided that such invoice manipulation fraud event is first discovered by the Covered Party during the coverage agreement period.

Utility Fraud- The aggregate limit for all Utility Fraud sublimits shown below is \$100,000

(a) Crypto-Jacking

The Trust will indemnify the Covered Party all sums in excess of the deductible and up to a sublimit of \$100,000 for utility fraud loss the Covered Party incurs directly resulting from a crypto-jacking event, provided that the event is first discovered by the covered party during the coverage agreement period.

(b) Telecommunications Fraud

The Trust will indemnify the Covered Party all sums in excess of the deductible and up to a sublimit of \$100,000 for utility fraud loss the Covered Party incurs directly resulting from a telecommunications fraud event, provided that the event is first discovered by the covered party during the coverage agreement period.

F. System Failure Coverage

- The Trust will indemnify the Covered Party all sums incurred in excess of the deductible for:
- a) loss of business income after the waiting period;
- b) extra expense in excess of the applicable deductible,

during the period of restoration that the covered party incurs resulting from a system failure directly causing a total or partial interruption or deterioration in the covered party's business operations.

The declarations page is amended to include the following table:

		Limit	Waiting Period
First Party Cover	age Enhancements		
System Failure	Loss of Business Income	\$1,000,000	10 hours
	Extra Expense	\$1,000,000	Deductible
			Same as item 2a

G. **Dependent Business Interruption**

PGIT MN-700 (10 20)

Ε.

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible for **dependent business interruption loss.** The declarations page is amended to include the following table:

First Party Coverage Enhancements		Limit	Waiting Period
Dependent	Loss of Business Income	\$1,000,000	10 hours
Business	Extra Expense	\$1,000,000	Deductible
Interruption			Same as item 2a

Solely for purposes of this coverage, the definition of **Network** is defined as: A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

H. Dependent Business Interruption- System Failure Coverage

The **Trust** will indemnify the **Covered Party** for **system failure dependent business interruption loss.** The declarations page is amended to include the following table:

First Party Covera	ige Enhancements	Limit	Waiting Period
Dependent	Loss of Business Income	\$100,000	10 hours
Business	Extra Expense	\$100,000	Deductible
Interruption			Same as item 2a
System Failure			Same as item za

Solely for purposes of this coverage, the definition of **Network** is defined as: A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

III. DEFENSE AND SETTLEMENT

A. Defense

The **Trust** has the right and duty to defend any **claim** against the **Covered Party** seeking **damages** payable under the terms of this policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. Defense counsel may be designated by the **Trust** or, at the **Trust's** option, by the **Covered Party** with the **Trust's** written consent and subject to the **Trust's** guidelines.

B. Settlement

The **Trust** will have the right and duty to make, with the written consent of the **Covered Party**, any settlement of a **claim** under this policy. If the **Covered Party** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Trust** and acceptable to the claimant, then the **Trust's** limit 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 the **Trust** made its recommendation, plus an additional seventy percent (70%) of **claims expenses** and **damages** incurred by the **Covered** Party after the **Trust** had made its settlement recommendation, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability - Each Claim

Subject to Paragraph C. below, the **Trust's** limit of liability for **damages** and **claim expenses** for each **claim** first made and reported in writing to the **Trust** during the **agreement period** will not exceed the amount shown in **Item 1.(a)** in the Declarations for "Each **Claim."**

B. Limit of Liability - Policy Aggregate

The **Trust's** limit of liability for **damages** and **claim expenses** for all **claims** first made and reported in writing to the **Trust** during the **agreement period** and for all **privacy notification costs** payable under Insuring Agreement I.B.2 will not exceed the aggregate amount shown in **Item1.(b)** in the Declarations as the "Policy Aggregate," subject to the following sublimits which are part of and not in addition to the "Policy Aggregate" limit of liability:

- 1. The sublimit of liability stated in **Item 1(b)(i)** in the Declarations is the aggregate limit for the **agreement period**, for all **privacy notification costs** for privacy liability under Insuring Agreement I.B.2.; and
- 2. The sublimit of liability stated in **Item 1(b)(ii)** in the Declarations is the aggregate limit for the **agreement period**, for all **regulatory fines** and **claim expenses** for privacy liability under Insuring Agreement I.B.3.

C. Exhaustion of Limits

The **Trust** is not obligated to pay any **damages**, **claim expenses**, or **privacy notification costs** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages**, **claim expenses**, or **privacy notification costs** or any combination thereof; or after the **Trust** has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the **Covered Party** or, if applicable, to the excess insurer(s) of the **Covered Party**.

D. Deductible

- 1. The deductible amount shown in **Item 2.(a)** of the Declarations is the **Covered Party's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses.** The deductible will be paid by the **Covered Party.** The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.
- 2. The deductible amount stated in Item 2.(b) of the Declarations applies separately to each event or series of related events giving rise to an obligation to incur privacy notification costs for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(i) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(b).
- 3. The deductible amount stated in Item 2.(c) in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur regulatory fines and claim expenses for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(ii) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(c).

E. Multiple Covered Parties, Claims and Claimants

- 1. The limits of liability shown in the Declarations are the maximum amount the **Trust** will pay under this policy for **damages**, **claim expenses** and **privacy notification costs**, regardless of the number of **Covered Parties**, **claims** made, claimants, or events giving rise to **privacy notification costs**.
- 2. All claims arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single claim for purposes of this policy, irrespective of the number of claimants or Covered Parties involved in the claim. All such claims shall be deemed to have been made at the time of the first such claim.
- 3. All events giving rise to privacy notification costs arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or Covered Parties involved in the event. All such events shall be deemed to have occurred and the resulting claim made at the time the Covered Party first became aware of the earliest of all such events.

V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)

- A. Advertising means publicly disseminated material which promotes the service, business, or product of the **Covered Party** or a client of the **Covered Party**, but only where such material was disseminated at the prior written request of the **Covered Party**.
- **B.** Agreement Period means the period of time as stated on the Common Agreement Declarations, beginning on the effective date and expiring on the date of termination, expiration or cancellation of the Coverage Agreement, whichever is earliest.
- C. Assumed under contract means liability for damages for personal 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** for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for **personal injury** caused in whole or in part by the content of **media material** used in a **media communication**.

D. Authorized Employee means an employee of yours who is authorized by you to transfer, or to instruct others to transfer, money or securities.

E. Claim means:

- 1. a written demand received by a **Covered Party** for monetary damages, including the service of suit or initiation of arbitration proceedings;
- 2. the initiation of a suit or arbitration proceeding against a **Covered Party** seeking injunctive relief; and
- **3.** with respect to coverage provided under Insuring Clause I.B.3 only, the institution of a **regulatory proceeding** against the **Covered Party.**

F. Claim Expense means:

- 1. Reasonable and necessary fees for the defense of a **claim** defended by an attorney selected by the **Trust** in accordance with Section III Defense and Settlement as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim**; and
- 2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however the **Trust** is not obligated to apply for or furnish any such bond.
- **G. Computer system** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Covered Party.**
- **H. Covered Party** per the definition from PGIT MN-500 and the following with respects to this endorsement only:
 - 1. independent contractors but only for **media communication** services performed at the direction and for the benefit of the **Covered Party**;
- I. Damages means any compensatory damages resulting from a judgment, award or settlement, including pre-judgement and post-judgement interest, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the applicable jurisdiction under which this **Coverage Agreement** is construed, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages does not include:

- 1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for **media communication** performed or to be performed by the **Covered Party**;
- **2.** Lost investment income;
- 3. Costs incurred by a **Covered Party** to withdraw or recall technology products, including products that incorporate a Covered Party's **technology products**, **technology services**, or **professional services**;
- 4. Costs incurred by a **Covered Party** to correct, re-perform or complete any **technology** services or professional services;
- 5. Costs incurred by a Covered Party or by a third party at the direction of the Covered Party to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a network to a level of functionality beyond that which existed prior to a cyber security breach;
- 6. Civil or criminal fines or penalties or compliance violation remedies imposed on a **Covered Party**; provided however, civil fines or penalties shall constitute damages under insuring agreement I.D.1. PCI DSS Coverage;
- 7. Liquidated damages in excess of a **Covered Party's** liability that otherwise results from a **third party wrongful act**;

8. The monetary value of an electronic fund transfer or transaction that is lost or diminished; PGIT MN-700 (10 20) Page 6

- 9. Any amounts incurred prior to the **Covered Party** providing notice of a **claim** pursuant to the terms of this **Coverage Agreement**;
- **10.** The value of non-monetary relief, including any amount attributable to or arising therefrom; or
- **11.** Royalty or licensing fees or payments.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- a. where the punitive or exemplary damages were awarded or imposed;
- b. where any act which forms the basis of the claim took place; or
- c. where any **Covered Party** is incorporated, resides, or has its principal place of business.
- J. Data Breach means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to personally identifiable information, charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
- K. Data Breach Reporting Requirement means any provision in a law, statute or regulation, domestic or foreign, that required the **covered party** to provide notification to affected persons of a breach of such person's **personally identifiable information** or protected health information.
- L. Data Breach Response and Crisis Management Costs means
 - 1. Reasonable and necessary costs charged by Breach Response Providers to:
 - a. Determine the legal applicability of and actions necessary to respond to a data breach reporting requirement;
 - **b.** Perform computer forensics to determine the existence, cause and scope of a **data breach** or **cyber security breach**;
 - c. Notify individuals of a **data breach** who are required to be notified pursuant to any **data breach reporting requirement**;
 - d. Voluntarily notify individuals of a data breach who may not be required to be notified;
 - e. Operate a call center to manage data breach inquiries;
 - f. Provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose personally identifiable information was or may have been breached;
 - **g.** Provide medical identity restoration for those individuals whose protected health information was or may have been breached;
 - **h.** Minimize harm to the **Covered Party's** reputation by hiring a public relations or crisis communications firm, and
 - 2. Reasonable and necessary costs charged by any qualified provider that is not a **Breach Response Provider** so long as the qualified provider:
 - a. Is pre-approved in writing by the Trust; or
 - Provides comparable services to those enumerated in 1.(a) through 1.(h) above and whose rate shall not exceed the rate the Trust has pre-negotiated with the Breach Response Providers; and
 - Reasonable and necessary costs charged by PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.
- M. Extortion Damages means money paid by a Covered Party in its capacity as such and with the Trust's prior written consent to a person reasonably believed to be making an extortion threat for the purpose of ending an extortion threat against the Covered Party. Extortion damages shall include reasonable and necessary expense incurred by a Covered Party with the Trust's prior written consent that directly relate to the Covered Party's efforts to investigate and/or end an extortion threat. It includes reasonable and necessary costs charged by (a) Breach Response Providers; or (b) qualified third parties with the prior consent of the Trust to conduct an investigation and advise the Covered Party how to respond to resolve an extortion threat.
- N. Extra Expense means reasonable and necessary expenses, including payroll, in excess of the covered party's normal operating expenses that the covered party incurs to reduce or avoid loss of business income and/or restore business operations.

- **O. Extortion Threat** means a threat made by a third party or **rogue employee** demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:
 - 1. Disrupt the **network** to impair business operations of the **Covered Party**;
 - 2. Alter, damage or destroy data stored on the **network**;
 - 3. Use the **network** to generate and transmit malware to third parties;
 - 4. Deface the **Covered Party's** website;
 - Access or release data, including personally identifiable information, protected health information; confidential business information, stored or previously stored on the network;
 - 6. Refuse to return data stolen from the **network**;
 - 7. Prevent access to the **network** or data by using encryption and withholding the decryption key.
- P. Funds Transfer Fraud Loss means loss of money or securities directly resulting from a funds transfer fraud event.
- Q. Funds Transfer Fraud Event means an unauthorized and fraudulent written, electronic, or telephonic instruction transmitted to a financial institution by a third party falsely purporting to be the covered party, directing such financial institution to transfer, pay, debit or deliver money or securities from the Covered Party's account without its knowledge or consent.
- **R.** Insured invoice means a printed or electronic statement of any payment owed to the Covered Party for goods, products, or services provided by same.
- S. Invoice Manipulation Fraud Event means the release or distribution of any fraudulent payment instructions to the Covered Party's client, customer or vendor as a direct result of a cyber security breach in order to mislead or deceive the Covered Party's client, customer, or vendor into transferring payment intended for paying an Insured Invoice to another person or entity.
- T. Invoice Manipulation Loss means the financial loss the Covered Party incurs directly from being unable to collect payment from the Covered Party's client, customer, or vendor for any Insured invoice directly resulting from an invoice manipulation fraud event. It does not include any profit to the Covered Party as a result of providing goods, products, or services which is the subject of such invoice manipulation loss.
- U. Interrelated Act means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.
- V. Malicious code means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- W. Matter means the content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include technology products or products or services described, illustrated or displayed in matter.
- X. Media communication means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of media material to the public by or on behalf of the Covered Party.
- Y. Media material means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including advertising.
- Z. Media Wrongful Act means any of the following resulting from the Covered Party acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, matter through traditional and/or digital methods, including cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMS and DVDs:
 - 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;
 - Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade dress, logo, trade name, service mark or service name;
 - **3.** Common law unfair competition or unfair trade practices alleged as a direct result of the acts described above in sections T.1 and T.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, piracy or misappropriation of ideas under implied contracts; and
- **AA.** Money means the Covered Party's:
 - 1. Currency, coins and bank notes in current use and having a face value; and
 - 2. Traveler's checks and money orders held for sale to the public.

BB. Cyber Security breach means:

1. any unauthorized: access to, use or misuse of, modification to the **network**, and/or denial of **network** resources by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

A series of continuing **cyber security breaches** or related, repeated, or similar **cyber security breaches** shall be considered a single **cyber security breach** and be deemed to have occurred at the time of the first such **cyber security breach**.

- **CC.** Newly acquired subsidiary means any entity newly formed or acquired by the Covered Party during the agreement period in which the Covered Party has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:
 - 1. Within sixty (60) days of such formation or acquisition, the **Covered Party** has provided the **Trust** with full particulars of such **newly acquired subsidiary** and the **Trust** has agreed in writing to insure such **newly acquired subsidiary**, but the **Trust** shall not be required to insure such **newly acquired subsidiary**;
 - 2. The **Covered Party** has paid the additional premium, if any, charged by the **Trust** and has agreed to any amendment of the provisions of this policy; and
 - 3. The **Trust** will only provide coverage with respect to a **Claim** when the act or omission is committed on or after the date such **newly acquired subsidiary** became a **newly acquired subsidiary** and prior to the date such **newly acquired subsidiary** ceased to be a **newly acquired subsidiary**. An entity ceases to be a **newly acquired subsidiary** under this policy on the date during the **agreement period** that the **Covered Party's** legal or beneficial interest in such entity becomes less than fifty percent (50%).
- **DD. Period of Restoration** means the time period that begins on the specific date the actual interruption of the use of the **Covered Party's computer system** starts and ends on the specific date that the actual interruption of the use of the **computer system** ends. In no event, however, shall the **period of restoration** mean a time period to exceed sixty (60) days.
- **EE. Personally identifiable information** means an individual's name in combination with one or more of the following:
 - 1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 - 2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
 - 3. the individual's social security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
 - **4.** other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, **personally identifiable information** does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

- **FF. Personal injury** means injury other than **bodily injury** to a third-party arising out of one or more of the following offenses by reason of a **Covered Party's** act, error or omission in the performance of or negligence regarding the content of any **media communication**:
 - 1. false arrest, detention or imprisonment;
 - 2. libel, slander, or other defamatory or disparaging statement or materials;

- **3.** oral or written publication of material that violates an individual's right of privacy;
- 4. wrongful entry or eviction, or other invasion of the right of private occupancy;
- 5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
- 6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.
- GG. Privacy notification costs mean reasonable and necessary:
 - 1. costs to hire a security expert to determine the existence and cause of any theft or unauthorized access to or disclosure of personally identifiable information;
 - 2. costs to notify consumers under a data breach reporting requirement;
 - **3.** fees incurred to determine the actions necessary to comply with a **data breach reporting requirement;** and
 - 4. credit monitoring services of the affected consumers if required by data breach reporting requirement.

Privacy notification costs will be paid first and will reduce the limit of liability available to pay **damages. Privacy notification costs** do not mean fees, costs or expenses of employees or officers of the Trust, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any **Covered Party.**

HH. **Privacy policy** means written documents that set forth the **Covered Party's** policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of **personally identifiable information**.

II. Privacy and Security wrongful act means:

- 1. the theft or unintentional disclosure or mishandling of **personally identifiable information** that is in the care, custody, or control of the **Covered Party; or**
- 2. violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of **personally identifiable information** or protected health information; or
- 3. the **Covered Party's** unintentional failure to timely disclose a breach in violation of any **data breach reporting requirement**.
- 4. Failure to reasonably implement privacy or security practices required by law or regulations.
- 5. Failure to prevent a **cyber security breach** that results in:
 - a.) The inability of an authorized user to gain access to the network;
 - b.) The malicious addition, alteration, copy, destruction, deletion, disclosures, damage, removal or theft of data residing on the **network;** or
 - c.) The transmission of malware from the **network** to third parties; or
- 6. Failure to comply with the **Covered Party's privacy policy** and/ or privacy notice.
- JJ. Regulatory fines means any civil fine or civil monetary penalty imposed in a regulatory proceeding payable by the Covered Party to the government entity bringing such regulatory proceeding in such entity's regulatory or official capacity.
- **KK. Regulatory proceeding** means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a **claim** covered by this policy.
- LL. Subsidiary means any entity of which the Covered Party owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the agreement period that the Covered Party's legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to claims made against a Covered Party based on any act or omission that was committed on or subsequent to such date.
- **MM.** Securities means your negotiable and nonnegotiable instruments or contracts representing either money or property, and includes tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt

issued in connection with credit or charge cards, which cards are not issued by the **Covered Party**.

- NN. Social Engineering Financial Fraud Event means the transfer of money or securities to an account outside your control pursuant to instructions made by a person purporting to be an authorized employee, outsourced provider or customer of yours, when such instructions prove to have been fraudulent and issued by a person who is not an authorized employee, outsourced provider, or customer of yours.
- **OO.** Social Engineering Financial Fraud Loss means loss of money or securities directly resulting from a social engineering financial fraud event.
- **PP. Unauthorized access** means the gaining of access to **computer systems** by an unauthorized person or persons.
- QQ. PCI DSS Fines and Costs means fines, penalties, assessments, fraud recovery and operational expense recovery that the Covered Party is contractually obligated to pay under its Merchant Services Agreement(s) as the result of a PCI DSS wrongful act by the Covered Party or an outsourced provider. Provided however, PCI DSS fines and costs does not mean interchange fees, discount fees or prospective service fees.
- **RR.** PCI DSS Wrongful act means any actual or alleged cyber security breach or privacy and security wrongful act resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.
- **SS.** Merchant Services Agreement means an agreement between the Covered Party and a financial institution, credit/debit card company, credit/ debit card processor or Independent service operator enabling the covered party to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.
- TT. Network means a connected system of computing hardware, software, firmware, and associated electronic components and mobile devises, including industrial control systems and SCADA systems (supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of or leased by a **Covered Party.**
- UU. Dependent Business means any entity the Covered Party relies on to conduct operations pursuant to a written contract.
- VV. Dependent Business Interruption Loss means:
 - 1. loss of **business income** after the **waiting period**;
 - 2. extra expense in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **cyber security breach** to a **dependent business** directly causing a total or partial interruption or deterioration in the **covered party**'s business operations.

- Dependent Business Interruption Loss does not mean:
- 1. loss of market share or other consequential loss;
- 2. loss arising out of liability to any third party;
- 3. legal expenses;
- 4. loss incurred as a result of unfavorable business conditions.
- WW. System Failure Dependent Business Interruption Loss means
 - 1. loss of **business income** after the **waiting period**;
 - 2. extra expense in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **system failure** to a **dependent business** directly causing a total or partial interruption or deterioration in the **Covered Party's** business operations.

System Failure Dependent Business Interruption Loss does not mean:

- 1. loss of market share or other consequential loss;
- 2. loss arising out of liability to any third party;
- 3. legal expenses;
- 4. loss incurred as a result of unfavorable business conditions.
- XX. System Failure means any unintentional and unplanned outage or failure of the network.

YY. System Failure loss means Loss of Business income and extra expense. System Failure loss does not include losses arising out of loss of market share or any other consequential loss and any losses incurred by the covered party to upgrade, enhance, or replace the network to a condition beyond that which existed immediately prior to sustaining a system failure.

- **ZZ.** Waiting Period means the number of hours that must elapse prior to commencement of the period of restoration.
- AAA. Breach Response Providers means the Trust's pre-approved panel of breach response vendors.
- **BBB.** Loss of Business Income means net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the

costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the **Trust**.

A loss of business income calculation is based upon the amount of actual loss of business income the **Covered Party** sustains per hour during the **period of restoration**.

- CCC. Rogue Employee means an employee of the Covered Party who deliberately acts outside the course and scope of employment and whose intentional conduct results in a claim or first party incident; provided, however, rogue employee does not include an executive officer.
- DDD. First Party Incident means a cyber security breach, extortion threat, or data breach.
- EEE. Third Party Wrongful Act means a media wrongful act, privacy and security wrongful act, and PCI DSS wrongful act.
- **FFF. Technology products** means computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:
 - 1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of a **Covered Party**; or
 - 2. Leased or licensed by a Covered Party to third parties
- **GGG.** Technology services means any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.
- **HHH.** Payment means currency and bank notes in current use and having a face value; and traveler's checks and money orders held for sale to the public. Payment shall not include cryptocurrency in any form
- III. Vendor means any person(s) or entity(s) with whom the Covered Party has entered into a written contract to provide services to the Covered Party and is not owned, operated, or controlled be a covered party.
- JJJ. Bricking Incident means a cyber security breach that renders a computer device or Internet of Things device (IoT) non-functional for its intended purpose, only if reasonable efforts have been made and such device cannot be restored to the level of functionality that existed immediately preceding the cyber security breach.
- **KKK.** Hardware Replacement Costs means the reasonable and necessary costs to replace a computer device or Internet of Things Device with identical or commercially equivalent items that perform the same function.
- LLL. Internet of things device(IoT) means any nonstandard computer device that connects electronically to a network and has the ability to transmit data.
- **MMM.** Computer device means desktop and laptop computers, associated input and output devices, mobile devices, data storage devices, networking equipment and back up facilities.
- NNN. Crypto-Jacking Event means any unauthorized access to, use or misuse of, and/ or modification to the **network** by cyber attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan Horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, for the purpose of mining cryptocurrency that directly results in an **utility fraud loss** incurred by the **Covered Party**.
- **OOO.** Telecommunications Fraud Event means any unauthorized access to, use or misuse of, and or modification to the Covered Party's telephone system by cyber-attacks perpetrated by a third party or rogue employee through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, which directly results in an utility fraud loss incurred by the Covered Party in the form of long-distance telephone charges.
- **PPP.** Utility Fraud Loss means an increase in service charges or fees incurred by the Covered Party resulting from the unauthorized use of any of the following utilities services:
 - 1. electricity;
 - 2. natural gas;
 - 3. oil;
 - 4. water;
 - 5. internet access, including mobile data;
 - 6. cable or satellite television; or
 - 7. telephone.

provided, however that such additional charges or fees for the utilities services are:

1. incurred pursuant to a written contract between the **Covered Party** and the respective utility provider, which was executed before the crypto-jacking event or telecommunications fraud event first occurred;

2. charged to the **Covered Party** in a periodic billing statement issued by the respective utility provider, which includes usage or consumption information; and

3. not charged at a flat fee to the **Covered Party** that does not scale with the rate or use of the respective utilities service our resource.

VI. EXCLUSIONS

This endorsement does not apply to any **claim** or first party incident alleging, arising out of, based upon, or attributable to:

A. Deliberate Acts/ Personal Profit

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a **Covered Party**. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the **Covered Party**.

Based upon or arising out of the gaining of any personal profit or advantage to which the **Covered Party** is not legally entitled.

B. Prior Acts

Based upon or arising out of:

- 1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
- 2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an **interrelated act**.

C. Bodily Injury/Property Damage

Based upon or arising out of bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these or damage to or destruction of any tangible property, including loss of use thereof whether or not damaged or destroyed; provided, however damage to or destruction of any tangible property does not include the loss of use of computer hardware resulting from a **bricking incident**. For the purposes of this exclusion, "tangible property" shall not include electronic data.

D. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

E. Ownership

Claims made against the Covered Party if, at the time the third party wrongful act giving rise to such claim was committed:

- 1. any **Covered Party** controlled, owned, operated or managed the claimant; or
- 2. any **Covered Party** was an owner, partner, member, director, officer or employee of the claimant;

Control of or ownership in a business enterprise is presumed if any **Covered Party** owned or held ten percent (10%) or more of the equity and/or debt instruments of a publicly held corporation, or forty percent (40%) or more owner voting stock of a privately held corporation.

F. Covered Party v. Covered Party

By or on behalf of any **Covered Party** under this policy against any other **Covered Party** hereunder; however, this exclusion shall not apply to a claim made by an employee of either the

Covered Party or a **subsidiary** or **newly acquired subsidiary** otherwise covered under this insuring agreement.

G. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

- 1. the Employee Retirement Income Security Act of 1974;
- 2. the Securities Act of 1933;
- **3.** the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any **claim** based upon common law principles of liability.

H. Pollution

Based upon or arising out of, whether suddenly or over a long period of time, any:

- 1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of pollutants; or
- 2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants.

I. Contractual

Based upon or arising out of any liability of others assumed by the **Covered Party** under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the **Covered Party** even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.A., this exclusion does not apply to liability **assumed under contract**;

J. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

- 1. for or relating to return on investment, cost savings, or profits;
- 2. for or relating to time of delivery; or
- **3.** which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

K. Advertising

Based upon or arising out of:

- 1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
- **2.** any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
- **3.** inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
- **4.** the failure of goods, products or services to conform with any represented or implied quality or performance contained in **advertising**.

L. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for **claims** involving a **privacy wrongful act)**, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising**, or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising**, consumer protection or restraint of trade.

M. Patent

Based upon or arising out of any actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

N. Privacy

Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;

- 2. the collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
- 3. the unlawful collection or acquisition of **personally identifiable information**, or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the **Covered Party's** obtaining, acquisition, compilation or use of that person's **personally identifiable information**.

O. Governmental Action

Except with respect to Insuring Agreement I.B.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

P. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a **computer system.**

Q. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

R. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

- accounting or recovery of profits, royalties, fees or other monies claimed to be due from a Covered Party or any claim brought by any such party against a Covered Party claiming excessive or unwarranted fees, compensation or charges of any kind made by a Covered Party; or
- 2. licensing fees or royalties ordered, directed or agreed to be paid by a **Covered Party** pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

S. RICO

Violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or RICO) and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.

T. Trade Secrets

Actual or alleged misappropriation of trade secrets; provided, however this exclusion shall not apply to an otherwise covered **claim** directly resulting from a **cyber security breach** under insuring agreement **I.B.**

U. War

Strikes or similar labor action, war, whether declared or not, invasion, act of foreign enemy, civil way, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to any actual, alleged or threated attack against the **network**, with the intention to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives.

- V. Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apple to a **telecommunications fraud event**.
- **W.** Governmental Orders any court order or demand requiring the **Covered Party** to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- **X.** Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

VII. CONDITIONS

A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs

- The Covered Party, as a condition precedent to the obligations of the Trust under this policy, will give written notice to the Trust as soon as reasonably possible during the agreement period of any claim made against the Covered Party. The Trust further agrees that the Covered Party may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to the Trust a claim made against the Covered Party during the agreement period, if the reporting of such claim is as soon as reasonably possible.
- 2. The **Covered Party**, as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any event which might reasonably be expected to give rise to **privacy notification costs**.
- 3. If during the **agreement period**, any **Covered Party** becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any **Covered Party**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Covered Party** responsible for any alleged act or omission and gives written notice to the **Trust** with all available particulars, including:
 - **a.** the specific act or omission;
 - **b.** the dates and persons involved;
 - c. the identity of anticipated or possible claimants;
 - d. the circumstances by which the **Covered Party** first became aware of the possible **claim**; and
 - e. potential damages or injury;

then any **claim** that is subsequently made against the **Covered Party** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Trust**. Said documents and information should be mailed to the **Trust** at the following address:

Preferred Governmental Insurance Trust Claims Department PO Box 958456 Lake Mary, FL 32795

4. If during the **agreement period** the **Covered Party** gives written notice to the **Trust** of an event which might reasonably be expected to give rise to **privacy notification costs**, then any **claim** that is subsequently made against the **Covered Party** arising out of such event will be deemed to have been made on the date such written notice was received by the **Trust**.

B. Assistance and Cooperation

- 1. The **Covered Party** will cooperate with the **Trust** and upon the **Trust's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim** or payment of **privacy notification costs**.
- 2. The **Covered Party** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Covered Party** in connection with a **claim** or payment of **privacy notification costs**.
- 3. The **Covered Party** will not, except at the **Covered Party's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Trust**.

C. Action Against the Trust

- 1. No action may be brought against the **Trust** unless, as a condition precedent thereto:
 - a. The **Covered Party** has fully complied with all the terms of this policy; and
 - b. Other than with respect to coverage provided under Insuring Agreements I.C.2 and I.C.3, until the amount of the Covered Party's obligation to pay has been finally determined either by judgment against the Covered Party after actual trial and appeal or by written agreement of the Covered Party, the claimant and the Trust.
- 2. Nothing contained in this policy will give any person or organization the right to join the

Trust as a defendant or co-defendant or other party in any action against the **Covered Party** to determine the **Covered Party's** liability.

D. Bankruptcy

Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate will not relieve the **Trust** of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the **Covered Party**, whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any **damages, claim expenses** or **privacy notification costs** under this policy, the **Trust** will be subrogated in the amount of such payment to all the **Covered Party's** rights of recovery against any person or organization. The **Covered Party** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** will do nothing to prejudice such rights.

G. Changes

Notice to any agent of the **Trust** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Trust** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Trust** to form a part of this policy.

H. Entire Contract

By acceptance of this policy the **Covered Party** warrants that:

- 1. All of the information and statements provided to the **Trust** by the **Covered Party**, including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Covered Party**;
- 2. This policy is issued in reliance upon the **Covered Party's** representations;
- 3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Covered Party** to the **Trust** (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the **Covered Party** and the **Trust** and shall constitute the entire contract between the **Covered Party** and the **Trust**; and
- 4. Any material misrepresentation or concealment by the **Covered Party** or the **Covered Party's** agent will render the policy null and void and relieve the **Trust** from all liability herein.

I. Notices

Any notices required to be given by the **Covered Party** will be submitted in writing to the **Trust** or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the **Covered Party** under this policy is valid, unless the **Trust's** written consent is endorsed hereon.

K. Innocent Covered Parties

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, the **Trust** agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those **Covered Parties** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Covered Party** must promptly comply with all provisions of this policy upon learning of any concealment.

L. Social Engineering Financial Fraud

The coverage provided under **Section II**, **D**. shall apply only if the **Covered Party** verifies the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

M. Valuation

Adjustment for loss related to a **Bricking Incident** will be computed as of the date of loss at the place of the loss and for no more than the interest of the **covered party**. The adjustment of loss to **computer device** or **IoT Device** will be subject to the lesser of (1) the cost to repair; or (2) the cost to replace a **computer device** or **IoT Device** with equipment that is the most functionally equivalent even if such equipment: (a) has technological advantages; (b) represents an improvement in function; or (c) forms part of a program or system enhancement.

VIII. EXTENDED REPORTING PERIODS

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if the **Trust** cancels or refuses to renew this policy due to:

- **1.** nonpayment of amounts due under this policy;
- 2. noncompliance by the **Covered Party** with any of the terms and conditions of this policy; or
- **3.** any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Covered Party** for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any **claim** or event giving rise to **privacy notification costs** reported during such period will otherwise be governed by this policy.

C. Automatic Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will automatically be provided a period of sixty (60) days in which to give written notice to the Trust of:

- 1. Claims first made against the Covered Party during the agreement period or the automatic extended reporting period for third party wrongful acts committed by a covered party after the retroactive date and prior to the end of the agreement period; or
- first party incidents that are first discovered by a covered party during said sixty (60) day period and otherwise covered by the Policy.

D. Optional Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the **Covered Party** within sixty (60) days of the date of termination or cancellation of the Coverage Agreement by providing written notice to Preferred and remitting the amount of additional premium described below in which to provide written notice to Preferred of a **claim** first made against the **Covered Party** for a **third party wrongful act** committed by the **Covered Party** after the **retroactive date** and prior to the end of the **coverage agreement period**.

The additional premium for the Optional Extended Reporting Period will be for:

- 1. One (1) year, one hundred percent (100% of the policy annual premium;
- 2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;
- 3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium;
- 4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium



Inland Marine Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Item #	Item # Description	Description Serial Number Classification Code	Classification	Effective Date	Value	Deductible
			Code	Term Date		
001	Unscheduled		Blanket Unscheduled	10/01/2020	\$2,682,947.00	\$1,000
	Blanket Inland Marine (Valued			10/01/2021		
002	Public Safety Radio	Various	Communication	10/01/2020	\$1,145,539.00	\$1,000
	System		Equipment - Agreed Value	10/01/2021		
003	2008 Caterpillar	K5K02131	Contractor's / Mobile	10/01/2020	\$124,313.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2021		
004	2008 Caterpillar	K5K02134	Contractor's / Mobile	10/01/2020	\$124,313.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2021		
005	2008 Caterpillar	OCBKO1424	Contractor's / Mobile	10/01/2020	\$123,576.00	\$1,000
	Motor Grader		Equipment - Agreed Value	10/01/2021		
006	2008 John Deere	545127	Contractor's / Mobile	10/01/2020	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
007	2008 John Deere	3242	Contractor's / Mobile	10/01/2020	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
008	2008 John Deere	4488883	Contractor's / Mobile	10/01/2020	\$56,786.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
009	2008 Vermeer	1002083	Contractor's / Mobile	10/01/2020	\$28,209.00	\$1,000
	Brush Chipper		Equipment - Agreed Value	10/01/2021		
010	2007 Gradall Excavator	3140000217	Contractor's / Mobile	10/01/2020	\$141,958.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
011	2007 John Deere	605362	Contractor's / Mobile	10/01/2020	\$204,727.00	\$1,000
	250Sd Articulating Truck		Equipment - Agreed Value	10/01/2021		

ltem #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
012	2007 John Deere	144781	Contractor's / Mobile	10/01/2020	\$121,044.00	\$1,000
	750J Dozer		Equipment - Agreed Value	10/01/2021		
013	2007 John Deere	3487	Contractor's / Mobile	10/01/2020	\$142,534.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2021		
014	2007 Ringpower	14388	Contractor's / Mobile	10/01/2020	\$39,501.00	\$1,000
	Backhoe Loader		Equipment - Agreed Value	10/01/2021		
015	2006 Bobcat	530912390	Contractor's / Mobile	10/01/2020	\$24,582.00	\$1,000
	Skidster Loader		Equipment - Agreed Value	10/01/2021		
016	2006 Gradall	210017883	Contractor's / Mobile	10/01/2020	\$132,430.00	\$1,000
	Hydraulic Excavator Xl3100		Equipment - Agreed Value	10/01/2021		
017	2005 John Deere	A477072	Contractor's / Mobile	10/01/2020	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2021		
018	2005 John Deere	A477468	Contractor's / Mobile	10/01/2020	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2021		
019	2005 John Deere	A477656	Contractor's / Mobile	10/01/2020	\$23,201.00	\$1,000
	6420 Tractor		Equipment - Agreed Value	10/01/2021		
020	2005 Stahl 5 Ton	3223	Contractor's / Mobile	10/01/2020	\$21,669.00	\$1,000
	Girder Crane		Equipment - Agreed Value	10/01/2021		
021	2004 Caterpillar	P00377	Contractor's / Mobile	10/01/2020	\$166,563.00	\$1,000
	972 G li Loader		Equipment - Agreed Value	10/01/2021		
022	2004 Caterpillar	ALY01412	Contractor's / Mobile	10/01/2020	\$118,170.00	\$1,000
	Waste Disposal Track Tractor		Equipment - Agreed Value	10/01/2021		
023	2004 John Deere	I0615A419850	Contractor's / Mobile	10/01/2020	\$27,144.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
024	2003 American	5458A	Contractor's / Mobile	10/01/2020	\$22,285.00	\$1,000
	Eagle Mastercraft Forklift		Equipment - Agreed Value	10/01/2021		
025	2003 Caterpillar	HEK00334	Contractor's / Mobile	10/01/2020	\$123,986.00	\$1,000
	322Cl Excavator		Equipment - Agreed Value	10/01/2021		
026	2003 Caterpillar	ALR00297	Contractor's / Mobile	10/01/2020	\$78,526.00	\$1,000
	Dozer Track Type Tractor		Equipment - Agreed Value	10/01/2021		
027	2003 M8030	3140127	Contractor's / Mobile	10/01/2020	\$107,339.00	\$1,000
	Gradall XI3100 Gradall		Equipment - Agreed Value	10/01/2021		
028	2003 Ringhaver	cat0826GTAYH0054	Contractor's / Mobile	10/01/2020	\$314,875.00	\$1,000
	Landfill Compactor (Gvw 5800Lbs)	7	Equipment - Agreed Value	10/01/2021		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
029	2003 Vermeer	1002790	Contractor's / Mobile	10/01/2020	\$22,762.00	\$1,000
	Waste Disposal Track Tractor		Equipment - Agreed Value	10/01/2021		
030	2002 Bobcat Fork	514450478	Contractor's / Mobile	10/01/2020	\$15,081.00	\$1,000
	Grabbler		Equipment - Agreed Value	10/01/2021		
031	2001 Ford Mowing Tractor	161410B	Contractor's / Mobile	10/01/2020	\$18,380.00	\$1,000
	Tactor		Equipment - Agreed Value	10/01/2021		
032	2001 Kubota	51754	Contractor's / Mobile	10/01/2020	\$15,858.00	\$1,000
	Tractor Mower/W Bush Hog		Equipment - Agreed Value	10/01/2021		
033	2000 Cat Bulldozer	03DN00356	Contractor's / Mobile	10/01/2020	\$183,480.00	\$1,000
	D5		Equipment - Agreed Value	10/01/2021		
034	2000 Ford Ts110	144986B	Contractor's / Mobile	10/01/2020	\$16,338.00	\$1,000
	Mowing Tractor		Equipment - Agreed Value	10/01/2021		
035	1999 John Deere	110020113	Contractor's / Mobile	10/01/2020	\$57,707.00	\$1,000
	Excavator 110 W/Buckets		Equipment - Agreed Value	10/01/2021		
036	1998 Rosco 915	35745	Contractor's / Mobile	10/01/2020	\$29,597.00	\$1,000
	Roller		Equipment - Agreed Value	10/01/2021		
037	1998 Tarpomatic	98084040T	Contractor's / Mobile	10/01/2020	\$34,042.00	\$1,000
	Tramps - W Litter Screens		Equipment - Agreed Value	10/01/2021		
038	1996 Cat Self Loader	6BK00264	Contractor's / Mobile	10/01/2020	\$152,669.00	\$1,000
	Scraper/Pan		Equipment - Agreed Value	10/01/2021		
039	1996 Cat Tracker	9BL03082	Contractor's / Mobile	10/01/2020	\$99,527.00	\$1,000
	Front End Loader		Equipment - Agreed Value	10/01/2021		
040	1996 Caterpillar	4FG05655	Contractor's / Mobile	10/01/2020	\$80,750.00	\$1,000
	Dozer		Equipment - Agreed Value	10/01/2021		
041	1996 Roller Rosco	34314	Contractor's / Mobile	10/01/2020	\$26,494.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
042	1996 D5 Dozer	6581	Contractor's / Mobile	10/01/2020	\$52,889.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
043	1994 Cat Soil	6DD00243	Contractor's / Mobile	10/01/2020	\$53,113.00	\$1,000
	Stabilizer		Equipment - Agreed Value	10/01/2021		
044	1992 Caterpillar	8XF00560	Contractor's / Mobile	10/01/2020	\$34,600.00	\$1,000
	Compactr		Equipment - Agreed Value	10/01/2021		
045	1976 Lima Dragline	712A129	Contractor's / Mobile	10/01/2020	\$492,480.00	\$1,000
	- 2400B		Equipment - Agreed Value	10/01/2021		

ltem #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
046	2009 Bobcat	AACF11243	Contractor's / Mobile	10/01/2020	\$18,613.00	\$1,000
	Excavator		Equipment - Agreed Value	10/01/2021		
047	2009 Tarpomatic	90240233	Contractor's / Mobile	10/01/2020	\$32,011.00	\$1,000
	Tarping Machine		Equipment - Agreed Value	10/01/2021		
048	2009 Caterpillar	TFZ00220	Contractor's / Mobile	10/01/2020	\$161,205.00	\$1,000
	Paver		Equipment - Agreed Value	10/01/2021		
049	2009 Cat D5K Lg	77700204	Contractor's / Mobile	10/01/2020	\$70,725.00	\$1,000
	Track Type Tractor		Equipment - Agreed Value	10/01/2021		
050	2010 C554 Cat	0C5R00271	Contractor's / Mobile	10/01/2020	\$65,793.00	\$1,000
	Roller		Equipment - Agreed Value	10/01/2021		
051	2009 Caterpillar	W3K00310	Contractor's / Mobile	10/01/2020	\$229,029.00	\$1,000
	336Dl Hydraulic Excavator		Equipment - Agreed Value	10/01/2021		
052	2009 Caterpillar	B9W00160	Contractor's / Mobile	10/01/2020	\$141,629.00	\$1,000
	120M Motor Grader		Equipment - Agreed Value	10/01/2021		
053	2009 Caterpillar	CATCV434KCNH00	Contractor's / Mobile	10/01/2020	\$74,150.00	\$1,000
	Asphalt Compactor Roller	964	Equipment - Agreed Value	10/01/2021		
054	2010 Cat 120 M	0D9W00124	Contractor's / Mobile	10/01/2020	\$142,361.00	\$1,000
	Cat Motor Grader		Equipment - Agreed Value	10/01/2021		
055	2010 Cat 287 C	0MAS01890	Contractor's / Mobile	10/01/2020	\$48,031.00	\$1,000
	Multi-Terrain Loader		Equipment - Agreed Value	10/01/2021		
056	2007 Nissan Forklift	UG1F2-9L0637	Contractor's / Mobile	10/01/2020	\$15,552.00	\$1,000
	FORKIII		Equipment - Agreed Value	10/01/2021		
057	2010 Johndeere	643716	Contractor's / Mobile	10/01/2020	\$32,513.00	\$1,000
	6430 Std Cab Tractor		Equipment - Agreed Value	10/01/2021		
058	2005 Ram	8012	Contractor's / Mobile	10/01/2020	\$81,648.00	\$1,000
	Industrial Horizontal Baler		Equipment - Agreed Value	10/01/2021		
059	2007 John Deere Grader	DW770DX613861	Contractor's / Mobile	10/01/2020	\$117,936.00	\$1,000
	Gladel		Equipment - Agreed Value	10/01/2021		
060	1999 Hallmark Communication	4XSGB1625XG0108	Contractor's / Mobile	10/01/2020	\$15,750.00	\$1,000
	Trailer (Pic'S)	12	Equipment - Agreed Value	10/01/2021		
061	2011 Caterpillar 950H Wheel Loader	CAT0950HCK5K033	Contractor's / Mobile	10/01/2020	\$114,210.00	\$1,000
		66	Equipment - Agreed Value	10/01/2021		
062	2012 Cat Grader	CAT0120MHR9W00	Contractor's / Mobile	10/01/2020	\$112,352.00	\$1,000
		112	Equipment - Agreed Value	10/01/2021		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
063	2012 Bomag	101570431030	Contractor's / Mobile	10/01/2020	\$524,153.00	\$1,000
	Bc772Rb-2 Landfill Compactor		Equipment - Agreed Value	10/01/2021		
064	Kubota Tractor	51375TPR173	Contractor's / Mobile	10/01/2020	\$19,710.00	\$1,000
	Model M56401U01		Equipment - Agreed Value	10/01/2021		
065	Caterpillar 324El	CAT0324EJPNW010	Contractor's / Mobile	10/01/2020	\$224,196.00	\$1,000
	Excavator	75	Equipment - Agreed Value	10/01/2021		
066	2013 Gradall Hyo	3140000338	Contractor's / Mobile	10/01/2020	\$317,199.00	\$1,000
	Excavator XI3100		Equipment - Agreed Value	10/01/2021		
067	Caterpillar 725 Cat	B1102163	Contractor's / Mobile	10/01/2020	\$157,500.00	\$1,000
	Articulated Truck		Equipment - Agreed Value	10/01/2021		
068	Caterpillar Skid	TAW00699	Contractor's / Mobile	10/01/2020	\$67,714.00	\$1,000
	Steer Loader		Equipment - Agreed Value	10/01/2021	-	
069	2014 Cat	M9H0031	Contractor's / Mobile	10/01/2020	\$222,672.00	\$1,000
	Motorgrader 120 M2		Equipment - Agreed Value	10/01/2021		
070	2014 Thermal		Contractor's / Mobile	10/01/2020	\$55,972.00	\$1,000
	Striping Trailer		Equipment - Agreed Value	10/01/2021		
071	2014 Polaris	4XAWH88A9EB196	Contractor's / Mobile	10/01/2020	\$24,707.00	\$1,000
	Ranger Crew 900	702	Equipment - Agreed Value	10/01/2021		
072	2015 Caterpillar Cat 950 M Wheel	EMB00482	Contractor's / Mobile	10/01/2020	\$226,161.00	\$1,000
	Loader		Equipment - Agreed Value	10/01/2021		
073	2009Caterpillar Rm	BWR00430	Contractor's / Mobile	10/01/2020	\$250,000.00	\$1,000
	300 Rotary Mixer		Equipment - Agreed Value	10/01/2021		
074	Nissan Forklift	950109	Contractor's / Mobile	10/01/2020	\$43,932.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
075	2016 John Deere	1POCX15EAFP0376	Contractor's / Mobile	10/01/2020	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	65	Equipment - Agreed Value	10/01/2021		
076	2016 John Deere	1POCX15ELFP0376	Contractor's / Mobile	10/01/2020	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	66	Equipment - Agreed Value	10/01/2021		
077	2016 John Deere	1POCX15ETFP0376	Contractor's / Mobile	10/01/2020	\$17,690.00	\$1,000
	Cx15 Flexwing Rotary Cutter	73	Equipment - Agreed Value	10/01/2021		
078	2016 Cat 120M2	R9W00185	Contractor's / Mobile	10/01/2020	\$238,696.00	\$1,000
	Motorgrader		Equipment - Agreed Value	10/01/2021		
079	2016 Volvo A25G	VCEOA25GV00740	Contractor's / Mobile	10/01/2020	\$337,579.00	\$1,000
	Articulating Off Road Dump Truck	250	Equipment - Agreed Value	10/01/2021		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
			Code	Term Date		
080	2017 Hustler 60"	16103789	Contractor's / Mobile	10/01/2020	\$12,123.00	\$1,000
	Super Zhd Mower		Equipment - Agreed Value	10/01/2021		
081	2016 Cms-T333	1A9BS0335G22285	Contractor's / Mobile	10/01/2020	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	86	Equipment - Agreed Value	10/01/2021		
082	2016 Cms-T333	1A9BS0337G22285	Contractor's / Mobile	10/01/2020	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	90	Equipment - Agreed Value	10/01/2021		
083	2016 Cms-T333	1A9BS0339G22285	Contractor's / Mobile	10/01/2020	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	91	Equipment - Agreed Value	10/01/2021		
084	2016 Cms-T333	1A9BS0330G22859	Contractor's / Mobile	10/01/2020	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	2	Equipment - Agreed Value	10/01/2021		
085	2016 Cms-T333	1A9BS0331G22285	Contractor's / Mobile	10/01/2020	\$14,978.00	\$1,000
	Full Size Full Matrix Portable	84	Equipment - Agreed Value	10/01/2021		
086	2017 Cat 120M2	OM9H00470	Contractor's / Mobile	10/01/2020	\$232,865.00	\$1,000
	Motorgrader		Equipment - Agreed Value	10/01/2021		
087	2017 John Deere	HHH880062	Contractor's / Mobile	10/01/2020	\$76,717.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2021		
088	2017 John Deere	LHH880075	Contractor's / Mobile	10/01/2020	\$76,717.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2021		
089	2017 John Deere 6120M Tractor	PHH880262	Contractor's / Mobile	10/01/2020	\$76,717.00	\$1,000
	6120W Tractor		Equipment - Agreed Value	10/01/2021		
090	2 Jaws Of Life		Emergency Services	10/01/2020	\$45,000.00	\$1,000
	Units @25,000 Each		Portable Equipment - Agreed Value	10/01/2021		
091	Miscellaneous		Emergency Services	10/01/2020	\$450,000.00	\$1,000
	Emergency Services Portable		Portable Equipment - ACV	10/01/2021		
092	Miscellaneous		Other Inland Marine -	10/01/2020	\$50,000.00	\$1,000
	Employees Tools - Per Occurrence		ACV	10/01/2021		
093	Miscellaneous		Other Inland Marine -	10/01/2020	\$45,000.00	\$1,000
	Building Materials - Any Location (Max		ACV	10/01/2021		
094	Miscellaneous		Other Inland Marine -	10/01/2020	\$45,000.00	\$1,000
	Building Materials - In Transit (Max Per		ACV	10/01/2021		
095	51 Election		Other Inland Marine -	10/01/2020	\$450,000.00	\$1,000
	Systems & Software M-100		Agreed Value	10/01/2021		
096	1 Election Systems		Other Inland Marine -	10/01/2020	\$58,500.00	\$1,000
	And Software M-650 Tabulator		Agreed Value	10/01/2021		

Item #	Description	Serial Number	Classification	Effective Date	Value	Deductible
	Code		Code	Term Date		
097	Other Inland Marine		Other Inland Marine -	10/01/2020	\$100,000.00	\$1,000
	- Uncheduled Items (Max Per Items		ACV	10/01/2021		
098	1998 Godwin Water	981473111	Other Inland Marine -	10/01/2020	\$16,735.00	\$1,000
	Pump		Agreed Value	10/01/2021		
099	1998 Godwin Water	98135239	Other Inland Marine -	10/01/2020	\$16,735.00	\$1,000
	Pump		Agreed Value	10/01/2021		
100	2014 Mercury	58CDC1920EC0003	Other Inland Marine -	10/01/2020	\$64,670.00	\$1,000
	Striping Trailer	43	Agreed Value	10/01/2021		
101	· · · · · · · · · · · · · · · · · · ·	10/01/2020	\$1,000,000.00	\$1,000		
	Leased - Uncheduled Items		Leased Equipment - Agreed Value	10/01/2021		
102	2018 Komatsu	5AA6D107E-3F	Contractor's / Mobile	10/01/2020	\$295,083.00	\$1,000
	D^1Px-24 Crawler Dozer		Equipment - Agreed Value	10/01/2021		
103	2018 Catapillar 120	M9H00490	Contractor's / Mobile	10/01/2020	\$251,763.00	\$1,000
	M2 Motor Grader		Equipment - Agreed Value	10/01/2021		
104	•	10/01/2020	\$329,000.00	\$1,000		
	Telescoping Boom Excavator 470Tm		Equipment - Agreed Value	10/01/2021		
105	2018 Bomag	101570021077	Contractor's / Mobile	10/01/2020	\$534,523.00	\$1,000
	Bc772Rb-4 Compactor		Equipment - Agreed Value	10/01/2021		
106	2018 John Deere	1L06120MJJH91111	Contractor's / Mobile	10/01/2020	\$76,700.00	\$1,000
	6120M Tractor	5	Equipment - Agreed Value	10/01/2021		
107	2018 John Deere	1L06120MLH910939	Contractor's / Mobile	10/01/2020	\$76,700.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2021		
108	2018 John Deere	1L06120MTJH91105	Contractor's / Mobile	10/01/2020	\$76,700.00	\$1,000
	6120M Tractor		Equipment - Agreed Value	10/01/2021		
109	Cat Single Drum	144205	Contractor's / Mobile	10/01/2020	\$69,092.00	\$1,000
	Vibratory Compactor		Equipment - Agreed Value	10/01/2021		
110	6430 John Deere	L06430A645198	Contractor's / Mobile	10/01/2020	\$24,855.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
111	6431 John Deere	L06430A646034	Contractor's / Mobile	10/01/2020	\$24,855.00	\$1,000
	Tractor		Equipment - Agreed Value	10/01/2021		
112	430E Cat 4X4	MXB00226	Contractor's / Mobile	10/01/2020	\$61,675.00	\$1,000
	Backhoe Loader		Equipment - Agreed Value	10/01/2021		
113	2011 Cat Double	CNH01184	Contractor's / Mobile	10/01/2020	\$54,000.00	\$1,000
	Drum Roller Compactor		Equipment - Agreed Value	10/01/2021		

ltem #	Description	Serial Number	Classification	Effective Date	ctive Date Value	
	Code		Term Date			
114			Contractor's / Mobile	10/01/2020	\$320,775.00	\$1,000
	Hydraulic Excavator		Equipment - Agreed Value	10/01/2021		
115	2015 Powerscreen	PID00132KDGF1990	Contractor's / Mobile	10/01/2020	\$110,000.00	\$1,000
	Screener	9	Equipment - Agreed Value	10/01/2021		
116	2010 Powerscreen	6101345	Contractor's / Mobile	10/01/2020	\$40,000.00	\$1,000
	Conveyor		Equipment - Agreed Value	10/01/2021		
117	2019 Cat Wheel	M5T01247	Contractor's / Mobile	10/01/2020	\$237,908.00	\$1,000
	Loader 950G		Equipment - Agreed Value	10/01/2021		
118	2018 Altoz Track	XT123809	Contractor's / Mobile	10/01/2020	\$17,669.00	\$1,000
	Mower		Equipment - Agreed Value	10/01/2021		
119	2018 Toro Multi Pro	404738995	Contractor's / Mobile	10/01/2020	\$36,433.00	\$1,000
	Mower		Equipment - Agreed Value	10/01/2021		
120	2019 John Deere	1106120MVJG92526	Contractor's / Mobile	10/01/2020	\$79,316.00	\$1,000
	6120M Cab Tractor	5	Equipment - Agreed Value	10/01/2021		
121	2019 Versa boom	VB23-190302	Contractor's / Mobile	10/01/2020	\$44,754.00	\$1,000
	Kit for Mower		Equipment - Agreed Value	10/01/2021		
122	2019 Versa boom	oonado	Contractor's / Mobile	10/01/2020	\$44,754.00	\$1,000
	Kit for Mower		Equipment - Agreed Value	10/01/2021		
123	2019 Versa boom Kit for Mower	VB23-19303	Contractor's / Mobile	10/01/2020	\$44,754.00	\$1,000
	Kit lör Möwer		Equipment - Agreed Value	10/01/2021		
124	2019 RingPower	3001000	Contractor's / Mobile	10/01/2020	\$253,000.00	\$1,000
	120M2 Cat Motor Grader		Equipment - Agreed Value	10/01/2021		
125	2019 Volvo Ec300	313114	Contractor's / Mobile	10/01/2020	\$231,037.00	\$1,000
	E Excavator		Equipment - Agreed Value	10/01/2021		
126	2019 Batwing Bush	1HGBR1193270155	Contractor's / Mobile	10/01/2020	\$17,380.00	\$1,000
	Hog 3815-3		Equipment - Agreed Value	10/01/2021		
127	2020 CAT Paver	AP600195	Contractor's / Mobile	10/01/2020	\$399,725.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
128	2019 John Deere	1TC930MCCKT0815	Contractor's / Mobile	10/01/2020	\$8,900.00	\$1,000
	Z930M ZTRAK	52	Equipment - Agreed Value	10/01/2021		
129	2017 CAT 938MQC Wheel Loader	J3R04185	Contractor's / Mobile	10/01/2020	\$150,000.00	\$1,000
			Equipment - Agreed Value	10/01/2021		
130	2016 Volvo A25GW Articulated	740206	Contractor's / Mobile	10/01/2020	\$265,000.00	\$1,000
	Off-Road Water		Equipment - Agreed Value	10/01/2021		

Total \$18,946,747.00



Property Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Courthouse - Historic Building	430 S. Commerce Ave Sebring Florida 33870	131 - FR	10/01/2020	10/01/2021	\$22,224,400	\$2,700,000
002	State Attorney's Office	411 S Eucalyptus Street Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$1,127,100	\$315,600
003	Flagpoles, lighting, benches	430 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$31,000	\$0
004	Generator	430 S. Commerce Ave Sebring Florida 33870	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$102,600	\$0
005	Commerce Avenue Annex	501 S. Commerce Ave Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$2,330,000	\$754,400
006	Flagpole, lighting	501 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$6,500	\$0
007	Highlands County Jail	434 Fernleaf Ave Sebring Florida 33870	131 - FR	10/01/2020	10/01/2021	\$21,215,400	\$2,500,000
008	Purchasing Office	434 Fernleaf Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$73,400	\$8,500
009	Flagpole, fencing	434 Fernleaf Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$20,300	\$0
010	Highlands Government Center	540-600 S. Commerce Ave Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$8,297,500	\$2,124,800

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Flagpole, lighting, signage	600 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$47,000	\$0
012	Child Advocacy Center	1000 S. Highlands Ave Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$1,307,100	\$238,300
013	Flagpole, signage, benches	1000 S. Highlands Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$4,000	\$0
014	Abuse Shelter	728 N. Ridgewood Drive Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$368,200	\$38,300
015	Sebring Heartland Library	319 W. Center Ave Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$2,610,500	\$3,255,000
016	Flagpole, lighting, benches	319 W. Center Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$5,200	\$0
017	Gazebo	10 Lake June Clubhouse Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$9,200	\$0
018	Sheriff Automotive Garage	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$313,900	\$53,800
019	Car Wash Shed	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$36,100	\$0
020	Equipment Storage A	4725 Kenilworth Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$31,300	\$0
021	Equipment Storage B	4725 Kenilworth Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$24,400	\$0
022	Bike Storage	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$8,700	\$0
023	Vehicle Shelter	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$118,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Lighting, fencing	4725 Kenilworth Ave Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$32,000	\$0
025	Air Compressor	4725 Kenilworth Ave Sebring Florida 33870	243 - Electrical Equipment	10/01/2020	10/01/2021	\$1,500	\$0
026	Fuel Tank	4725 Kenilworth Ave Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,800	\$0
027	Red Cross Building	436 Palmetto Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$80,300	\$17,000
028	Sheriffs Storage (Old Pre trial office)	452 Palmetto Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$87,200	\$11,000
029	Agra-Center Main Building	4509 George Blvd Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$2,524,200	\$105,000
030	Maintenance Storage	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$54,800	\$16,000
031	Restrooms	4509 George Blvd Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$20,600	\$0
032	Horse Stable 1	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$73,700	\$0
033	Horse Stable 2	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$97,800	\$0
034	Press Box	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$27,700	\$0
035	Green House	4509 George Blvd Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$12,200	\$0
036	Storage Shed 1	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$2,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Storage Shed 2	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$5,800	\$0
038	Storage Shed 3	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$11,900	\$0
039	Storage Shed 4	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$11,200	\$0
040	Flagpole, gate, lighting, sinage, fencing, picnic tables, chairs,	4509 George Blvd Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$74,800	\$0
041	Generator	4509 George Blvd Sebring Florida 33870	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$43,200	\$0
042	Irrigation Green House	4509 George Blvd Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$11,200	\$0
043	Health Department Main Building	7205 S. George Blvd Sebring Florida 33875	111 - MNC	10/01/2020	10/01/2021	\$3,937,700	\$398,300
044	Storage Shed 1	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$4,200	\$5,500
045	Modular Storage Unit 1	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$43,500	\$23,000
046	Modular Storage Unit 2	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$43,500	\$23,000
047	Storage Shed 8	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$5,900	\$0
048	Flagpole, lighting, signage, benches, monuments	7205 S. George Blvd Sebring Florida 33875	102 - PITO	10/01/2020	10/01/2021	\$41,000	\$0
049	Generator	7205 S. George Blvd Sebring Florida 33875	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$138,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Walk-in Cooler	7205 S. George Blvd Sebring Florida 33875	243 - Electrical Equipment	10/01/2020	10/01/2021	\$6,000	\$0
051	Shed 2	800 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$5,500	\$30,300
052	HC Sports Complex MAIN Concession/RR/Pres sbox SB Fields	200 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$689,200	\$60,000
053	HC Sports Complex Maintenance Shop/Pistol Range Concession Stand -	200 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$147,000	\$56,800
054	Maintenance Storage	216 Sheriffs Tower Road Sebring Florida 33870	131 - FR	10/01/2020	10/01/2021	\$28,200	\$0
055	4 Pavilions	216 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$32,600	\$0
056	10 Dugouts	216 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$34,900	\$0
057	Fencing	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$101,400	\$0
058	Dugouts Bleacher	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$19,000	\$0
059	Metal Lighting	216 Sheriffs Tower Road Sebring Florida 33870	243 - Electrical Equipment	10/01/2020	10/01/2021	\$374,300	\$0
060	5 Baseball Fields Fencing and Foul Poles	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$48,000	\$0
061	Picnic Tables and 2 field goals	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$11,200	\$0
062	Main Office for Animal Control	7300 Haywood Taylor Blvd Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$110,500	\$35,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Kennel 1	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$78,300	\$0
064	Kennel 2	7300 Airport Road Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$66,000	\$0
065	Kennel 3	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$63,200	\$0
066	Storage 1	7300 Airport Road Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$18,300	\$0
067	Storage 2	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$4,500	\$0
068	New Storage 3	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$9,000	\$0
069	Pump House	7300 Airport Road Sebring Florida 33876	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$9,300	\$25,800
070	Signage, fencing, gate and concrete wall	7300 Airport Road Sebring Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$27,000	\$0
071	Desoto City VFD #18	4612 De Soto Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$220,100	\$24,500
072	Firehouse Lincoln Heights-Parks & Rec	450 School Street Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$83,900	\$0
073	Fencing	450 School Street Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$8,300	\$0
074	Pavilion	500 School Street Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$6,000	\$0
075	Firehouse Sun N Lakes VFDP	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	119 - JM	10/01/2020	10/01/2021	\$732,200	\$50,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Storage Shed	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	101 - Frame	10/01/2020	10/01/2021	\$10,900	\$0
077	Pump House	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$12,300	\$31,000
078	Signage	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	102 - PITO	10/01/2020	10/01/2021	\$4,100	\$0
079	West Sebring VFD #1	2300 Longview Court Sebring Florida 33870	131 - FR	10/01/2020	10/01/2021	\$269,700	\$23,600
080	Pavilion	2300 Longview Court Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$14,000	\$0
081	Storage Shed	2300 Longview Court Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$13,800	\$0
082	New Storage	2300 Longview Court Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$32,700	\$0
083	Flagpole, fencing	2300 Longview Court Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$3,500	\$0
084	Firehouse - West Sebring VFD #10	3517 Hammock Road Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$596,200	\$98,200
085	Firehouse - Highlands VFD	2450 CR 64 East Avon Park Florida 33825	152 - NC	10/01/2020	10/01/2021	\$160,200	\$14,700
086	Arbuckle Creek Landfill Admin Bldg	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$169,000	\$40,000
087	Shop Building	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$164,100	\$85,000
088	Ristricted Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$25,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	Ristricted Storage #2	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$4,100	\$0
090	Small Utility Shed	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$3,000	\$0
091	Water Chlorination Building	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$3,300	\$77,300
092	Scale House	12700 Arbuckle Creek Road Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$58,200	\$9,200
093	Sand Filter Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$11,900	\$6,100
094	Sand Filters	12700 Arbuckle Creek Road Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$496,600	\$145,600
095	Methane Stack and Shelter	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$85,400	\$12,500
096	Methane Stack	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$1,900	\$0
097	Used Oil Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$20,800	\$3,000
098	Map and File Building	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$9,000	\$0
099	Ashpalt Plant	12700 Arbuckle Creek Road Sebring Florida 33870	131 - FR	10/01/2020	10/01/2021	\$3,400,000	\$0
100	Cell 1A Lift Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$41,600	\$0
101	Shelter for Lift 1A	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$1,900	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	Gate, flagpole, signage, fencing	12700 Arbuckle Creek Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$137,000	\$0
103	Scales	12700 Arbuckle Creek Road Sebring Florida 33870	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$100,000	\$0
104	Radio Tower	12700 Arbuckle Creek Road Sebring Florida 33870	236 - Broadcast Towers	10/01/2020	10/01/2021	\$13,700	\$0
105	Generator	12700 Arbuckle Creek Road Sebring Florida 33870	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$47,000	\$0
106	Tank	12700 Arbuckle Creek Road Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$9,500	\$0
107	Generator	12700 Arbuckle Creek Road Sebring Florida 33870	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$340,000	\$0
108	Cell 1B Lift Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$182,600	\$0
109	Shelter for Lift 1B	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$4,500	\$0
110	Master Lift Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$216,800	\$0
111	Large Canopy for Master Lift	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$4,100	\$0
112	Small Canopy for Master Lift	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$1,900	\$0
113	Agriculture Well	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$135,500	\$0
114	Duplex Pump Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$14,100	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	Tri-plex Pump Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$41,600	\$0
116	Pavilion 1	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$2,900	\$0
117	Pavilion 2	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$2,900	\$0
118	Pavilion 3	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$4,700	\$0
119	Metal Storage Building	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$36,000	\$20,000
120	Avon Park Heartland Library	100 N Museum Ave Avon Park Florida 33825	111 - MNC	10/01/2020	10/01/2021	\$1,524,200	\$1,350,000
121	Flagpole, lighting	100 Museum Ave Avon Park Florida 33825	102 - PITO	10/01/2020	10/01/2021	\$16,000	\$0
122	Avon Park Landfill Scale House	C-627 and C17A Avon Park Florida 33825	119 - JM	10/01/2020	10/01/2021	\$44,600	\$0
123	Avon Park Health Dept. (old Tax Collector Bldg)	400 South Lake Avenue Avon Park Florida 33825	119 - JM	10/01/2020	10/01/2021	\$647,300	\$138,100
124	EMS Station	51 Wilhite St Avon Park Florida 33825	119 - JM	10/01/2020	10/01/2021	\$157,900	\$14,200
125	Pavilion A - Lake Glenda Fishing Pier	2213 Highway 27 North Avon Park Florida 33825	101 - Frame	10/01/2020	10/01/2021	\$8,000	\$0
126	Pavilion B - Lake Glenda Fishing Pier	2213 Highway 27 North Avon Park Florida 33825	101 - Frame	10/01/2020	10/01/2021	\$6,100	\$0
127	Fencing, picnic tables	2213 Highway 27 North Avon Park Florida 33825	102 - PITO	10/01/2020	10/01/2021	\$11,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	Wood Dock	2213 Highway 27 North Avon Park Florida 33825	257 - Waterfront Structures	10/01/2020	10/01/2021	\$13,500	\$0
129	County Maintenance Bldg/Voting	1115 E. Winthrop Street Avon Park Florida 33825	119 - JM	10/01/2020	10/01/2021	\$166,900	\$0
130	Road and Bridge Building	1115 E. Winthrop Street Avon Park Florida 33825	152 - NC	10/01/2020	10/01/2021	\$185,500	\$30,000
131	Lighting, fencing	1115 E. Winthrop Street Avon Park Florida 33825	102 - PITO	10/01/2020	10/01/2021	\$86,000	\$0
132	Generator	1115 E. Winthrop Street Avon Park Florida 33825	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$77,400	\$0
133	Fuel Pumps Shelter	1115 E. Winthrop Street Avon Park Florida 33825	152 - NC	10/01/2020	10/01/2021	\$61,000	\$0
134	4-Steel 12,000 Gallon Fuel Tanks	1115 E. Winthrop Street Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$112,000	\$0
135	Firehouse - Highlands Lake	2840 Highlands Blvd. Avon Park Florida 33825	152 - NC	10/01/2020	10/01/2021	\$348,600	\$28,000
136	Flagpole, lighting, signage	2840 Highlands Blvd. Avon Park Florida 33825	102 - PITO	10/01/2020	10/01/2021	\$4,100	\$0
137	Generator	2840 Highlands Blvd. Avon Park Florida 33825	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$31,800	\$0
138	DeSoto Community Center	6305 CR 17 South Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$101,000	\$0
139	Pavilion	6305 CR 17 South Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$11,100	\$0
140	Fencing, gates, bleachers, picnic tables, grills	6305 CR 17 South Sebring Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$20,800	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Baseball diamond including fencing and backstop	6305 CR 17 South Sebring Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$17,600	\$0
142	Dugouts	6305 CR 17 South Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$5,000	\$0
143	Hazardous Waste Building 1	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$26,800	\$4,300
144	Hazardous Waste Building 2	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$8,300	\$0
145	Scale House	6000 Skipper Road Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$73,100	\$25,000
146	Storage Shed	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$6,700	\$0
147	Recycling Shed	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$548,300	\$61,900
148	Adiministation Office	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$167,700	\$55,800
149	Pole Barn	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$29,600	\$2,000
150	Electronic Hanger Storage	6000 Skipper Road Sebring Florida 33876	152 - NC	10/01/2020	10/01/2021	\$50,600	\$0
151	Storage Shed 2	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$6,200	\$1,000
152	Lighting, fencing, gates	6000 Skipper Road Sebring Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$145,000	\$0
153	Weigh Scale	6000 Skipper Road Sebring Florida 33876	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$152,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Deck	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$2,400	\$0
155	Lake Placid Health Dept. Sheriff Sub Station	106 N. Main Street Lake Placid Florida 33852	111 - MNC	10/01/2020	10/01/2021	\$1,816,200	\$225,000
156	Flagpole	101 N. Main Street Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$2,100	\$0
157	Generator	101 N. Main Street Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$49,600	\$0
158	Lake Placid Tax Collector main building	11 North Pine Ave Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$240,100	\$45,000
159	Flagpole, signage	11 North Pine Ave Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$4,700	\$0
160	Lake Placid EMS main building	17 W. Royal Palm Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$87,900	\$11,000
161	Radio Equipment Shelter	17 W. Royal Palm Lake Placid Florida 33852	131 - FR	10/01/2020	10/01/2021	\$49,100	\$150,000
162	Fencing	17 W. Royal Palm Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$5,400	\$0
163	Generator	17 W. Royal Palm Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$39,400	\$0
164	Lake Placid Radio Tower	17 W. Royal Palm Lake Placid Florida 33852	236 - Broadcast Towers	10/01/2020	10/01/2021	\$240,910	\$0
165	Lake Placid Library	47 W Interlake Blvd Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$1,505,100	\$1,300,000
166	Lighting, fencing bike rack	47 Park Drive Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$12,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
167	Gazebo	47 Park Drive Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$14,000	\$0
168	Leisure Lakes VFD	1231 Lake Josephine Dr. Sebring Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$123,290	\$0
169	Firehouse - Lake Placid VFD	11 West interlake Blvd Lake Placid Florida 33852	152 - NC	10/01/2020	10/01/2021	\$419,800	\$35,000
170	Firehouse Garage	31 W. Hibiscus Lake Placid Florida 33852	152 - NC	10/01/2020	10/01/2021	\$212,300	\$28,000
171	Flagpole	11 West Interlake Blvd Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$2,100	\$0
172	R&B Office	1815 East SR 621 Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$99,100	\$10,000
173	Shop Building	1815 East SR 621 Lake Placid Florida 33852	152 - NC	10/01/2020	10/01/2021	\$130,900	\$18,000
174	Fencing, gates	1815 East SR 621 Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$49,900	\$0
175	Fuel Pump Station	1815 East SR 621 Lake Placid Florida 33852	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$28,500	\$0
176	Generator	1815 East SR 621 Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$31,800	\$0
177	Firehouse - Leisure Lakes VFD	2874 Lake June Blvd Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$629,300	\$30,000
178	Firehouse - Park Placid Lake VFD	300 Washington Blvd Lake Placid Florida 33852	131 - FR	10/01/2020	10/01/2021	\$526,800	\$40,000
179	Flagpole	2874 Lake June Blvd Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$2,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Firehouse - Highlands Park Station 33	1317 Columbus Street Lake Placid Florida 33852	152 - NC	10/01/2020	10/01/2021	\$220,900	\$22,000
181	Garage	1317 Columbus Street Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$19,600	\$5,500
182	Storage Shed	1317 Columbus Street Lake Placid Florida 33852	152 - NC	10/01/2020	10/01/2021	\$9,100	\$16,000
183	Water Storage Tank	1317 Columbus Street Lake Placid Florida 33852	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$45,000	\$0
184	Flagpole	1317 Columbus Street Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$4,100	\$0
185	Shelter	121 Josephine Ave Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$14,600	\$0
186	Lighting, signage, fencing, gates	121 Josephine Ave Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$95,000	\$0
187	Playground Equipment	121 Josephine Ave Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$38,400	\$0
188	Dugouts	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$9,400	\$0
189	Baseball diamond including backstop	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$2,100	\$0
190	Basketball Backboards	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$9,600	\$0
191	Bleachers	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$2,900	\$0
192	Pavilion @ Red Beach Lake Park	Commerce Drive DeSoto Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$9,300	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
193	Fencing, picnic tables, grills	Commerce Drive DeSoto Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$3,300	\$0
194	Wood Dock	Commerce Drive DeSoto Florida 33870	257 - Waterfront Structures	10/01/2020	10/01/2021	\$15,500	\$0
195	Bishop Park - Restroom/Clubhous e	10 Lake June Clubhouse Road Lake Placid Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$557,300	\$0
196	Storage Building	10 Lake June Clubhouse Road Lake Placid Florida 33876	119 - JM	10/01/2020	10/01/2021	\$12,800	\$0
197	Pavilion	10 Lake June Clubhouse Road Lake Placid Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$18,200	\$0
198	Pump House	10 Lake June Clubhouse Road Lake Placid Florida 33876	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$7,100	\$1,000
199	Flagpole, volleyball court, benches, lighting, signage, fencing, picnic tables	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$33,000	\$0
200	Basketball Court including 2 backboards	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$2,400	\$0
201	Concrete Dock	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2020	10/01/2021	\$57,000	\$0
202	Metal Dock	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2020	10/01/2021	\$7,700	\$0
203	Wood Dock including benches	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2020	10/01/2021	\$28,000	\$0
204	Playground Equipment	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$10,000	\$0
205	Sun n Lakes Club House	440 S Sun N Lakes Blvd Lake Placid Florida 33876	119 - JM	10/01/2020	10/01/2021	\$764,900	\$117,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
206	Pavilion	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$10,400	\$0
207	Pump House	107 Tulip Ave Lake Placid Florida 33876	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$16,100	\$3,000
208	Garage	107 Tulip Ave Lake Placid Florida 33876	119 - JM	10/01/2020	10/01/2021	\$44,100	\$10,500
209	Flagpole, lighting, signage, picnic tables, swing, horseshoe pits	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$80,000	\$0
210	Basketball Backboards	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$4,800	\$0
211	Baseball diamond including fencing	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$16,700	\$0
212	Dugouts	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$6,000	\$0
213	Bleachers	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$3,900	\$0
214	Security Gate	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$2,000	\$0
215	Wood Dock	107 Tulip Ave Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2020	10/01/2021	\$35,000	\$0
216	Tennis Courts including fencing	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$18,000	\$0
217	Shuffle Board Courts & 2 Pavilions	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2020	10/01/2021	\$12,000	\$0
218	Placid Lakes Recreation Area main building	Catfish Creek Road Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$93,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
219	Pavilion	Catfish Creek Road Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$38,700	\$0
220	Signage, fencing, benches, grills, picnic tables	Catfish Creek Road Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$28,500	\$0
221	Playground Equipment	Catfish Creek Road Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$31,500	\$0
222	Electronic Gate	Catfish Creek Road Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$1,700	\$0
223	Wood Dock	Catfish Creek Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2020	10/01/2021	\$40,000	\$0
224	Venus Fire Station	45 Venus Clubhouse Road Venus Florida 33870	119 - JM	10/01/2020	10/01/2021	\$98,900	\$23,400
225	Venus Community Center	45 Venus Clubhouse Road Venus Florida 33870	119 - JM	10/01/2020	10/01/2021	\$259,600	\$0
226	Pavilion	45 Venus Clubhouse Road Venus Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$12,600	\$0
227	Fire Station Training Center	45 Venus Clubhouse Road Venus Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$76,900	\$0
228	Lighting, picnic tables	45 Venus Clubhouse Road Venus Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$2,400	\$0
229	Lorida Community Center	1900 Oak Ave Lorida Florida 33870	119 - JM	10/01/2020	10/01/2021	\$279,600	\$12,000
230	Concession Stand	1900 Oak Ave Lorida Florida 33870	131 - FR	10/01/2020	10/01/2021	\$22,100	\$0
231	Pump House	1900 Oak Ave Lorida Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$7,300	\$24,500

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
232	Pavilion	1900 Oak Ave Lorida Florida 33870	119 - JM	10/01/2020	10/01/2021	\$34,300	\$0
233	Lighting, animal bouncer, monkey bars, basketball backboards, grills,	1900 Oak Ave Lorida Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$18,000	\$0
234	Dugouts	1900 Oak Ave Lorida Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$12,800	\$0
235	Baseball Diamond including fencing	1900 Oak Ave Lorida Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$17,100	\$0
236	Lorida Fire House	1172 US 98 Lorida Florida 33870	152 - NC	10/01/2020	10/01/2021	\$295,700	\$31,800
237	Pump House	1172 US 98 Lorida Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$6,800	\$28,600
238	Flagpole, lighting, signage	1172 US 98 Lorida Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$3,600	\$0
239	Water Tank	1172 US 98 Lorida Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$50,300	\$0
240	Stone Monument	1172 US 98 Lorida Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$5,600	\$0
241	Istokpoga Park Shower & Restroom	Istokpoga Park Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$36,500	\$0
242	Pump House	Istokpoga Park Sebring Florida 33870	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$9,700	\$0
243	Display Booth	Istokpoga Park Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$7,300	\$0
244	Lighting, grills, litter receptacles, picnic tables, entrance gate	Istokpoga Park Access Road Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$19,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
245	Dock 2	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2020	10/01/2021	\$2,500	\$0
246	Boat Ramp Dock	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2020	10/01/2021	\$2,500	\$0
247	Wood Dock	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2020	10/01/2021	\$250,000	\$0
248	Storage Shed	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2020	10/01/2021	\$7,200	\$5,000
249	New Scale House	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2020	10/01/2021	\$45,500	\$5,000
250	Fencing	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2020	10/01/2021	\$6,500	\$0
251	Scale	3750 St. Road 31 Punta Gorda Florida 33982	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$58,000	\$0
252	PW Complex - Administration/Maint enance Shop	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$1,455,300	\$456,900
253	Chemical Storage	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$15,200	\$0
254	Runoff Containment	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$89,000	\$0
255	Canopy	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$46,700	\$0
256	Lighting, signage, fencing, electronic gate	4320-4344 George Blvd Sebring Florida 33875	102 - PITO	10/01/2020	10/01/2021	\$146,000	\$0
257	Fuel Pumps	4320-4344 George Blvd Sebring Florida 33875	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$36,400	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
258	R&B Complex #2 Admin Office	4320-4344 George Blvd Sebring Florida 33875	119 - JM	10/01/2020	10/01/2021	\$142,200	\$10,000
259	R&B Maintenance Facility	4320-4344 George Blvd Sebring Florida 33875	111 - MNC	10/01/2020	10/01/2021	\$1,542,000	\$155,000
260	East Garage	4320-4344 George Blvd Sebring Florida 33875	119 - JM	10/01/2020	10/01/2021	\$163,200	\$30,000
261	Windy Point Florida Game Residence	65 Windy Point Road Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$105,400	\$31,300
262	Park Restroom	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$88,200	\$0
263	Pavilion 1	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$7,100	\$0
264	Pavilion 2	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$7,100	\$0
265	Pump House	660 Highlands Lake Drive Lake Placid Florida 33852	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$7,700	\$6,000
266	Pavilion 3	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$39,600	\$0
267	Pavilion 4	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$74,100	\$0
268	Signage, fencing, litter receptacles, benches, picnic tables	660 Highlands Lake Drive Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$56,000	\$0
269	Wood Docks	660 Highlands Lake Drive Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2020	10/01/2021	\$65,000	\$0
270	Fire House Station 19 Desoto City	6800 West George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$1,676,500	\$201,100

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
271	EOC Headquarters	6850 West George Blvd Sebring Florida 33875	111 - MNC	10/01/2020	10/01/2021	\$1,409,400	\$1,240,000
272	Flagpole, picnic tables, signage, fencing including electric gate, grills	6800 West George Blvd Sebring Florida 33875	102 - PITO	10/01/2020	10/01/2021	\$27,000	\$0
273	Pavilion 3	6800 West George Blvd Sebring Florida 33875	119 - JM	10/01/2020	10/01/2021	\$19,000	\$0
274	Satellite dishes	6850 West George Blvd Sebring Florida 33875	243 - Electrical Equipment	10/01/2020	10/01/2021	\$41,000	\$0
275	EOC Radio Tower	6850 West George Blvd Sebring Florida 33875	236 - Broadcast Towers	10/01/2020	10/01/2021	\$57,600	\$0
276	Mobile Generators	6850 West George Blvd Sebring Florida 33875	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$69,000	\$0
277	Generator trailers	6850 West George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$30,000	\$0
278	Carpenter Shop (Old P&R Bldg)	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$474,900	\$123,200
279	PW Weed Control	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$317,000	\$34,000
280	Traffic Operations	4320-4344 George Blvd Sebring Florida 33875	131 - FR	10/01/2020	10/01/2021	\$954,600	\$249,500
281	Utility Vehicle Shed	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$40,000	\$15,000
282	Sign Storage	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/2021	\$14,700	\$10,000
283	Facilities Management office	636 Fernleaf Ave Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$228,900	\$16,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
284	Storage Warehouse	636 Fernleaf Ave Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$210,400	\$82,200
285	Facilities Storage Shed	636 Fernleaf Ave Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$14,900	\$0
286	Placid Lakes Community Center	2010 Placid Lakes Blvd Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$207,800	\$16,000
287	Pavilion	2010 Placid Lakes Blvd Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$21,600	\$0
288	Flagpole, picnic tables, grills	2010 Placid Lakes Blvd Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$4,700	\$0
289	Pavilion @ Lake Francis Park	Clover Leaf Road Lake Placid Florida 33852	101 - Frame	10/01/2020	10/01/2021	\$10,300	\$0
290	Wood Dock	Clover Leaf Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2020	10/01/2021	\$9,500	\$0
291	Picnic Tables	Clover Leaf Road Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$900	\$0
292	Basketball backboards, 6 seat swing set, slides, animal Bouncer,	School Street Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$31,000	\$0
293	Baseball diamond including backstop and fencing	School Street Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$26,000	\$0
294	Dugouts	School Street Sebring Florida 33870	101 - Frame	10/01/2020	10/01/2021	\$9,600	\$0
295	Wood Dock at Lake Henry Park	Lake Henry Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2020	10/01/2021	\$5,000	\$0
296	Picnic Tables	Lake Henry Road Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/2021	\$2,100	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
297	Pavilion at Istokpoga Cowhouse Park	Lakeshore Drive Lorida Florida 33857	101 - Frame	10/01/2020	10/01/2021	\$11,300	\$0
298	Signage, fencing, picnic tables, litter receptacles, grills	Lakeshore Drive Lorida Florida 33857	102 - PITO	10/01/2020	10/01/2021	\$3,700	\$0
299	Avon Park Annex Tax Collector office	116 E. Main Street Avon Park Florida 33825	119 - JM	10/01/2020	10/01/2021	\$582,900	\$125,000
300	Signage	116 E. Main Street Avon Park Florida 33825	102 - PITO	10/01/2020	10/01/2021	\$5,600	\$0
301	Jaycee's Clubhouse	2692 SR 17 Avon Park Florida 33825	152 - NC	10/01/2020	10/01/2021	\$114,500	\$0
302	Highlands Park Estates Park Activity Building	1621 Pruitts Landing Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$79,800	\$0
303	Signage, fencing, gates, animal bouncer, 6 seat swing set, grills,	1621 Pruitts Landing Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$37,700	\$0
304	Concrete Dock including railing	1621 Pruitts Landing Sebring Florida 33870	257 - Waterfront Structures	10/01/2020	10/01/2021	\$73,000	\$0
305	Kenilworth Business Center	4500 Kenilworth Blvd Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$1,792,700	\$350,000
306	Fencing	4500 Kenilworth Blvd Sebring Florida 33870	102 - PITO	10/01/2020	10/01/2021	\$20,000	\$0
307	Vetrans Building	7209 S. George Blvd Sebring Florida 33875	119 - JM	10/01/2020	10/01/2021	\$316,700	\$128,000
308	Avon Park Youth Academy TOWER	242 South Blvd Avon Park Florida 33825	236 - Broadcast Towers	10/01/2020	10/01/2021	\$46,100	\$0
309	Avon Park Youth Academy Equipment Building	242 South Blvd Avon Park Florida 33825	131 - FR	10/01/2020	10/01/2021	\$45,500	\$150,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
310	Brighton Tower & Generator	24203 St Rd 70 East Okecechobee Florida 34974	236 - Broadcast Towers	10/01/2020	10/01/2021	\$57,600	\$0
311	Avon Park Tower & Generator	2502 US 27 S Avon Park Florida 33825	236 - Broadcast Towers	10/01/2020	10/01/2021	\$46,100	\$0
312	Fire Rescue Storage	7774 S. George Blvd Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$0	\$220,000
313	Avon Park Tower Site Bldg	2502 US 27 S Avon Park Florida 33825	111 - MNC	10/01/2020	10/01/2021	\$45,000	\$165,000
314	Highlands Park Est Clubhouse	91 Deerglen Blvd Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$119,700	\$24,200
315	Sheriffs Tower Prime Site & Generator	800 Sheriffs Tower Road Sebring Florida 33870	236 - Broadcast Towers	10/01/2020	10/01/2021	\$180,000	\$125,000
316	Animal Pens & Storage	7300 Haywood Taylor Blvd Sebring Florida 33876	119 - JM	10/01/2020	10/01/2021	\$186,300	\$125,000
317	Storage 4	7300 Haywood Taylor Blvd Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$4,800	\$0
318	Pole Barn	7300 Haywood Taylor Blvd Sebring Florida 33876	101 - Frame	10/01/2020	10/01/2021	\$73,900	\$0
319	HC Sports Complex MULTI USE Concession/RR/Pres sbox FB Field	200 Sherrifs Tower Road Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$257,700	\$5,000
320	PW Complex - Parks & Recs Bldg	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2020	10/01/2021	\$365,300	\$20,000
321	Firehouse Highlands Pk Sta 33 Bldg 2	1317 Columbus Street Lake Placid Florida 33852	119 - JM	10/01/2020	10/01/2021	\$312,400	\$105,000
322	Rosewood Emergency Generator (PU 37)	50 Rosewood Drive Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$250,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
323	Public Defender's Building	510 Fernleaf Avenue Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$458,800	\$0
324	Maintenance Shop	200 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$158,460	\$0
325	Venus Tower & Generator	45 Venus Clubhouse Road Venus Florida 33870	236 - Broadcast Towers	10/01/2020	10/01/2021	\$57,600	\$0
326	Venus Tower Site - Equipment Shelter	45 Venus Clubhouse Road Venus Florida 33870	131 - FR	10/01/2020	10/01/2021	\$45,500	\$150,000
327	Brighton Tower Site - Equipment Shelter	24203 St Rd 70 East Okecechobee Florida 34974	131 - FR	10/01/2020	10/01/2021	\$40,000	\$150,000
328	Sheriffs Tower Site - Equipment Shelter	100 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2020	10/01/2021	\$45,000	\$1,215,356
329	Avon Park Tower Site - Equipment Shelter	2502 US 27 S Avon Park Florida 33825	131 - FR	10/01/2020	10/01/2021	\$70,900	\$150,000
330	Frostproof Tower Site - Equipment Shelter(Contents Only)	4401 US Hwy 98 West Frostproof Florida 33843	152 - NC	10/01/2020	10/01/2021	\$0	\$100,372
331	Lake Placid Radio Tower & Generator	17 W. Royal Palm Lake Placid Florida 33852	236 - Broadcast Towers	10/01/2020	10/01/2021	\$45,600	\$0
332	Lake Placid Tower Site - Equipment Shelter	17 W. Royal Palm Lake Placid Florida 33852	131 - FR	10/01/2020	10/01/2021	\$45,000	\$638,376
333	Sheriffs Dept Facilities / Maintenance	428 Palmetto Ave Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$86,500	\$10,500
334	Sheriffs Compound & Generator Building	400 South Eucalyptus Street Sebring Florida 33870	111 - MNC	10/01/2020	10/01/2021	\$8,666,700	\$1,653,600
335	Sebring Parkway EMS Station	230 Peach Street Sebring Florida 33870	119 - JM	10/01/2020	10/01/2021	\$414,900	\$50,000

Loc #	Description	Address	Const Type	Eff. Date	Tern Date		Building Value	Contents value
336	EMS Station	4212 Sun N' Lake Blvd Sebring Florida 33872	119 - JM	10/01/2020	10/01/	/2021	\$724,900	\$50,000
337	Placid Lakes Sign, Located at Entrance	Washington Blvd & Placid View Drive Lake Placid Florida 33852	102 - PITO	10/01/2020	10/01/	/2021	\$12,500	\$0
338	Generator and 4 Propane Tanks	106 N. Main Street Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2020	10/01/	/2021	\$72,200	\$0
339	Parks and Facilities Equipment	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2020	10/01/	/2021	\$5,000	\$0
				Tota	ıl	\$118,8	348,260	\$25,730,304
				TIV	/	\$144,	578,564.00	•



Vehicle Schedule

Agreement Period: 10/01/2019 through 10/01/2021

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK2FL1 0281028 19-12

AGENCY: Public Risk Insurance Advisors

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Dodge	Grand Caravan SE	Health Unit - HD963	10/01/2020	1,000	10/01/2020	10/01/2021	\$30,100
001	2010	2D4RN4DE2AR343442	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
002	Chevrolet	Uplander	Fac Mgmt - BC578	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,815
002	2007	1GNDV231X7D132213	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
003	Ford	Explorer SUV	Administration - CAE162	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,500
	2006	1FMEU62E56UB54092	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
004	Jeep	Vans, Pickups/Light	Fac Mgmt - BC553	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,599
001	2005	2FZMAS81AJ40096	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
005	Ford	Vans, Pickups/Light	Prop Appr - TA1054	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,796
	2006	80885	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
006	Ford	Vans, Pickups/Light	Prop Appr - TA1091	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,536
	2008	34619	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
007	Ford	PPV	Prop Appr - TA1092	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,118
	2008	77572	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
008	Jeep	Vans, Pickups/Light	Library - SEL228	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,699
	1999	40737	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	PPV	Prop Appr - TA993	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,423
	2002	1FMZU72K72UD47389	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
010	Chevrolet	Vans, Pickups/Light	Fac Mgmt - BC554	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,345
010	2000	1GBJG31F5Y1123615	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
011	Ford	F250 Super Duty	Fac Mgmt - BC523	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,196
011	2007	1FDNF20597EA47337	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
012	Ford	F150	Fire Rescue - VFD554	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,617
012	2001	1FTRF18W81NB13509	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
013	Ford	F150	Fire Rescue - VFD555	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,063
010	2001	1FTRW08WX1KB07528	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
014	Ford	F250 SD	Fire Rescue - VFD564	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,546
011	2007	1FTSX21587EA72703	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
015	Ford	Vans, Pickups/Light	Fire Rescue - VFD568	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,820
010	2008	1FTSX2X21538EB8548 9	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
016	Ford	Ranger	Zoning - ZD107	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,752
010	2007	1FTYR15E47PA10065	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
017	Ford	Ranger	Zoning - ZD108	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,782
017	2007	1FTYR14U57PA10066	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
0.15	Ford	Vans, Pickups/Light	Zoning - ZD120	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,776
018	2008	27719	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
019	⁻ orest Rive⊧	Trailer	Fire Rescue - CD1110	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,154
010	2008	5NHULF8338U215724	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
020	Dodge	F250 SD	Emer Mmgt - CD1053	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,527
020	2005	44085	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
021	Loudo	Trailer	Emer Mmgt - CD1054	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,254
021	2006	83356	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
022	Loudo	Trailer	Emer Mmgt - CD1055	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,254
022	2006	83357	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
000	Nells Cargo	Trailer	EMS - EMS651	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,948
023	2006	113645	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
024	Ford	F250 SD	Fire Rescue - VFD588	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,546
024	2007	1FTSX21567EA72702	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
025	Unknown	Trailer	Emer Mmgt - CD1105	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,236
025	2007	42780	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
026	Unknown	Trailer	Emer Mmgt - CD1106	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,236
020	2007	42798	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
027	nternationa	Medium Trk	Fire Rescue - CD1111	10/01/2020	1,000	10/01/2020	10/01/2021	\$37,057
027	2008	1HTMWSKK29H12722 80	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
000	Unknown	Trailer	Fire Rescue - CD1122	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,514
028	2009	5NHULF8359U216200	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
029	Express	Trailer	Fire Rescue - VFD582	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,286
	2010	5GLBE2029AC000269	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
030	Ford	F250 SD	Refuse Disp - LF298	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,222
	1999	1FTNX21F1XEB61390	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
031	Unknown	Trailer	Parks Dept - PR188	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,567
001	2004	1.0400601202043E+16	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
032	Ford	Explorer	Engineering - CE1728	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,390
032	2002	1FMZU72E52UA19678	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
033	Ford	Explorer	Refuse Disp - LF271	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,150
000	2003	1FMZU72KX3ZB05529	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
034	Jeep	Grand Cherokee	Engineering - CE1806	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,599
001	2005	1J4GR48K95C710824	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
035	Ford	Escape 4x4	Engineering - CE1818	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,584
000	2007	1FMYU931X7KA09878	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
036	Ford	Escape 4x4	Engineering - CE1820	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,584
000	2007	1FMYU93117KA09879	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
037	Ford	Ranger	Refuse Disp - LF283	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,744
001	2007	1FTYR15E87PA10067	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
038	Ford	Explorer	Refuse Disp - LF306	10/01/2020	1,000	10/01/2020	10/01/2021	\$8,691
030	2007	1FMEU73EX7UB64882	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
039	Ford	Explorer	Engineering - CE1835	10/01/2020	1,000	10/01/2020	10/01/2021	\$8,691
000	2007	1FMEU73E17UB64883	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
040	Unknown	Trailer	Rds & Bridges - RB1549	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,740
040	1980	7t93587003	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
041	Unknown	Trailer	Rds & Bridges - RB1574	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,273
011	1997	1H9ACD629V4127219	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
042	Unknown	Trailer	Rds & Bridges - RB1575	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,273
072	1997	1H9ACD625V4127220	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
043	Unknown	Trailer	Rds & Bridges - RB1576	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,273
043	1997	1H9ACD627V4127221	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
044	Unknown	Trailer	Rds & Bridges - RB1584	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,859
••••	1999	DLBT5011000990124	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
045	Ford	F550	Rds & Bridges - RB1627	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,892
040	1999	1FDAW56F6XEB40445	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
046	Ford	Vans, Pickups/Light	Refuse Disp - LF293	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,720
040	1999	1FTRF18WXYNA90629	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
047	Ford	F350 SD	Rds & Bridges - RB1631	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,060
UT 1	1999	1FDWW36F0XED0547 8	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
048	Ford	Vans, Pickups/Light	Rds & Bridges - RB1666	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,794
040	2000	8546	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
049	Ford	F700	Rds & Bridges - RB1706	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,984
040	1993	1FDPK74C1PVA04038	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
050	Sterling	Heavy Truck	Rds & Bridges - RB2030	10/01/2020	1,000	10/01/2020	10/01/2021	\$24,795
000	2001	2FZHATAK01AH71927	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
051	Ford	F150	Rds & Bridges - RB2058	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,789
051	2001	2FTRF08W51CA99827	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
052	Sterling	Heavy Truck	Rds & Bridges - RB2060	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,916
052	2002	2FZAAMBV72AJ80606	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
053	Freightliner	Heavy Truck	Rds & Bridges - RB2066	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,183
053	2002	1FVABSBV72HJ57228	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
054	Chevrolet	Silverado 1500	Rds & Bridges - RB2088	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,274
004	2003	1GCEK14V23Z290611	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
055	Ford	F150	Rds & Bridges - RB2089	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,594
000	2003	1FTRW08L53KC91169	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
056	Chevrolet	Silverado 1500	Rds & Bridges - RB2090	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,274
050	2003	1GCEK14V93Z289987	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
057	Ford	F750	Rds & Bridges - RB2101	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,855
001	2003	3FRXF75N54V660139	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
059	Ford	F350 SD	Rds & Bridges - RB2110	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,133
058	2004	1FDWF37P64ED36415	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
059	Freightliner	Medium Trk	Rds & Bridges - RB2138	10/01/2020	1,000	10/01/2020	10/01/2021	\$59,107
000	2006	1FVAC2DC86HV17394	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
060	Ford	F150	R & B Crew - RB2148	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,991
000	2006	1FTVF14536NA86786	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
061	Ford	F150	Rds & Bridges - RB2149	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,991
001	2006	1FTVF145X6NA86784	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
062	Unknown	Trailer	Rds & Bridges - RB2154	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,763
062	2006	5LBBE162561009970	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
063	Sterling	Heavy Truck	Rds & Bridges - RB2155	10/01/2020	1,000	10/01/2020	10/01/2021	\$44,870
063	2007	2FZHATDC17AY31417	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
064	Sterling	Heavy Truck	Rds & Bridges - RB2156	10/01/2020	1,000	10/01/2020	10/01/2021	\$44,870
001	2007	2FZHATDC37AY31418	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
065	Sterling	Heavy Truck	Rds & Bridges - RB2157	10/01/2020	1,000	10/01/2020	10/01/2021	\$44,870
000	2007	2FZHATDC57AY31319	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
066	Unknown	Trailer	Rds & Bridges - RB2165	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,030
000	2006	4Y3UC122265016275	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
067	Unknown	Trailer	Rds & Bridges - RB2175	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,917
007	2006	1T9P718216P394199	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
068	Mack	Extra Heavy Trk	Rds & Bridges - RB2179	10/01/2020	1,000	10/01/2020	10/01/2021	\$64,130
UDQ	2007	1M2AG11C77M052738	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
069	Mack	Extra Heavy Trk	Rds & Bridges - RB2180	10/01/2020	1,000	10/01/2020	10/01/2021	\$67,849
000	2007	1M1AJ07Y07N011834	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
070	nternationa	Heavy Truck	Rds & Bridges - RB2181	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,850
010	1995	1HTSCAAM0SDH22935 6	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
071	Ford	F150	Rds & Bridges - RB2182	10/01/2020	1,000	10/01/2020	10/01/2021	\$14,675
071	2007	1FTRW14W57FB43429	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
072	Ford	Escape	Rds & Bridges - RB2183	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,637
072	2008	1FMCU92Z48KA70551	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
073	Ford	F150	Rds & Bridges - RB2185	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
073	2007	1FTRF14W97NA76629	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
074	Ford	F150	Rds & Bridges - RB2188	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
074	2007	1FTRF14W87NA77285	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
075	Ford	F150	Rds & Bridges - RB2189	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
075	2007	1FTRF14WX7NA77286	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
076	Ford	Vans, Pickups/Light	Rds & Bridges - RB2190	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
070	2007	1FTRE14W17NA77287	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
077	Dodge	Ram 3500	Rds & Bridges - RB2199	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,858
511	2007	3D6WH48A07G833708	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
078	Dodge	Ram 3500	Rds & Bridges - RB2200	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,858
078	2007	3D6WH48A27G833709	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
079	Mack	Heavy Truck	Rds & Bridges - RB2233	10/01/2020	1,000	10/01/2020	10/01/2021	\$14,000
010	1991	1M2AA12Y1MW010626	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
080	nternationa	Heavy Truck	Rds & Bridges - RB2238	10/01/2020	1,000	10/01/2020	10/01/2021	\$72,431
	2007	1HTMMAAPX7H392555	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
081	Dodge	Ram 1500	Rds & Bridges - RB2239	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,251
001	2008	1D7HU16N88J224936	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
082	Ford	F250 SD	R & B Crew - RB2247	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,601
082	2009	1FTSF21R69EA61126	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
083	Unknown	Trailer	Rds & Bridges - RB2253	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,880
	1990	1425	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
084	Unknown	Trailer	Rds & Bridges - RB2261	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,935
001	2009	1TKA053268M046895	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
085	Mack	Heavy Truck	Rds & Bridges - RB2267	10/01/2020	1,000	10/01/2020	10/01/2021	\$101,007
005	2011	1M2AXO4C7BM009595	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
086	Unknown	Trailer	Rds & Bridges - RB2277	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,512
000	2010	1B9AA1426A1309672	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
087	GMC	GMC C7H064	Rds & Bridges - RB85	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,809
007	1990	1GDT7H4J4LJ609421	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
088	Unknown	Trailer	Rds & Bridges - RB902	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,656
	1979	FWV396702	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
089	Unknown	Trailer	Rds & Bridges - RB1572	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,134
000	1996	CTL824107T5007466	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
090	Ford	F550	Rds & Bridges - RB2348	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,880
000	1999	1FDaW56F4XEb40444	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
091	Ford	F350 SD	R & B Crew - RB1630	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,439
001	1999	1FDWF36F9XEDQ5477	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
092	GMC	Medium Trk	Maint. Shop - RB1703	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,051
092	1992	1FDPK74P8NVA09044	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
093	Ford	Heavy Truck	R & B Crew - RB2150	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,696
000	2001	3FDXF75R91MA58714	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
094	Elite	Trailer	Rds & Bridges - RB2206	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,530
	2007	5THBV20227L001593	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
095	Unknown	Trailer	Rds & Bridges - RB2257	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,199
000	2009	4YMUL06189G013315	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
096	Ford	F550	Maint. Shop - RB1633	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,191
000	2000	1FDAF57F2YEB78481	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
097	Ford	Vans, Pickups/Light	Fac Mgmt - BC556	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
001	2007	76628	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
098	Dodge	Ram 3500	Maint. Shop - RB2186	10/01/2020	1,000	10/01/2020	10/01/2021	\$34,181
090	2007	3D6WH46A17G814491	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
099	Dodge	Medium Trk	Maint. Shop - RB2187	10/01/2020	1,000	10/01/2020	10/01/2021	\$34,181
000	2007	14492	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
100	Chevrolet	Silverado 3500HD	Maint. Shop - RB2248	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,279
100	2009	1GBJK74689F151723	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
101	Ford	F550 Med Bucket	Rds & Bridges - RB2454	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,813
101	2001	1FDAW57F11EA80029	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
100	Ford	Medium Trk	Parks - PR230	10/01/2020	1,000	10/01/2020	10/01/2021	\$48,577
102	2005	1HTWBAAN7UJ038172	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
103	Dodge	RAM 1500	Traffic Ops - CE1807	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,554
103	2005	1D7HU18D55J635923	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
104	GMC	W6R042	Traffic Ops - CE1825	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,056
104	1992	J8DH6A1U9N3100062	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
105	Ford	F150	Traffic Ops - CE1836	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,068
105	2007	1FTRX14W87NA77297	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
106	Dodge	Ram 3500	Traffic Ops - CE1837	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,203
100	2007	3D6WH46A57G814493	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
107	riple Crowr	Trailer	Traffic Ops - CE1942	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,066
107	2008	1XNC2014181026922	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
109	Ford	F350 SD	Mowing - RB2028	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,230
108	2000	1FDWW36F21EA52686	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
109	Ford	F350 Crew	Mowing - RB2037	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,455
100	2001	1FDWW36F91EA82347	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
110	Ford	F350 SD	Mowing - RB2086	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,873
110	2003	1FDWW36P83EC9022 9	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
111	GMC	C7H064	Shell Pit - RB84	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,809
	1990	1GDT7H4J3LJ609376	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
112	Unknown	Trailer	Refuse Disp - LF111	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,071
112	2000	DLBT5031000000103	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
113	Mack	Water Truck	Refuse Disp - LF128	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,109
113	1992	1M2B206C7NM010296	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
114	Jeep	Grand Cherokee	Fac Mgmt - BC549	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,694
114	2005	1J4GR48K45C710827	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
115	Ford	Heavy Truck	Refuse Disp - LF200	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,959
115	1992	1FDZU90X6NVA37430	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
116	Ford	LT9000	Refuse Disp - LF218	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,200
110	1995	1FTYU90X5SVA08576	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
117	Ford	F250 SD	Refuse Disp - LF220	10/01/2020	1,000	10/01/2020	10/01/2021	\$14,558
117	2008	1FTSX215X8EB85490	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
140	Ford	Vans, Pickups/Light	Refuse Disp - LF224	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,017
118	1997	77216	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
119	Chevrolet	Medium Trk	Rds & Bridges - RB2311	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,782
110	1991	1GBL7H1JOMJ111036	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
120	Mack	Heavy Truck	Refuse Disp - LF245	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,563
120	2002	1M1AA18482W145403	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
121	Ford	F550	Maint. Shop - RB2284	10/01/2020	1,000	10/01/2020	10/01/2021	\$52,958
121	2009	1FDAX57R39EA50727	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
122	Sterling	Heavy Truck	Recyc Ops - RC145	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,172
122	1999	2FZXKCXB0XAA66943	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
123	Ford	Vans, Pickups/Light	Recyc Ops - RC161	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,200
120	1999	4106	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
124	Ford	Econoline	Recyc Ops - RC191	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,316
124	2001	1FTSE34F11HB30575	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
125	Ford	Vans, Pickups/Light	Recyc Ops - RC192	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,188
125	2001	1FB5531F11HB30576	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
126	Sterling	Heavy Truck	Recyc Ops - RC218	10/01/2020	1,000	10/01/2020	10/01/2021	\$65,662
120	2006	2FZHAZCV06AV36426	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
127	Jeep	Vans, Pickups/Light	Recyc Ops - RC220	10/01/2020	1,000	10/01/2020	10/01/2021	\$7,347
121	2005	4540	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
128	Ford	F350 SD	Recyc Ops - RC234	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,552
120	2008	1FDWW37R68EE2202 4	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
129	Unknown	Trailer	Health Unit - HD715	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,632
120	2001	4RMES14111F001360	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
130	Ford	F150	County Ext - AG248	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,630
100	2006	1FTRX14W76NA95997	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
131	Ford	F150	Health Unit - HD830	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,630
101	2006	1FTRX14W06NA95999	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
132	Ford	F150	Health Unit - HD831	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,630
152	2006	1FTRX14W16NA96000	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
133	Ford	F150	Refuse Disp - LF268	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,630
133	2006	1FTRX14W36NA96001	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
134	Ford	Taurus	Health Unit - HD834	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,940
	2006	1FAHP53U26A224700	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
135	Unknown	Trailer	Health Unit - HD897	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,549
100	2007	5NHUEH6238U214430	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
136	Dodge	Grand Caravan	Health Unit - HD955	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,228
100	2009	2D8HN44EX9R687459	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
137	GMC	Vans, Pickups/Light	Health Unit - HD961	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,599
107	2010	1GTSKTEO2AZ257705	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
138	GMC	Vans, Pickups/Light	Health Unit - HD962	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,599
130	2010	1GTSKTEO8AZ255456	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Ford	Vans, Pickups/Light	EMS - EMS549	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,995
139	2007	64880	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
	Ford	Ambulance	EMS - EMS551	10/01/2020	1,000	10/01/2020	10/01/2021	\$70,073
140	2008	1FDXF47R98ED39522	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
	Chevrolet	Ambulance	EMS - EMS567	10/01/2020	1,000	10/01/2020	10/01/2021	\$59,137
141	2008	216057	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
	Ford	Ambulance	EMS - EMS577	10/01/2020	1,000	10/01/2020	10/01/2021	\$33,767
142	2005	A69619	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
	Chevrolet	Ambulance	EMS - EMS583	10/01/2020	1,000	10/01/2020	10/01/2021	\$56,292
143	2010	1GB9G5B63A1100126	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
	Ford	F250 SD	Refuse Disp - LF282	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,085
144	2008	1FTSX21548EE54003	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
	Ford	Explorer SUV	Comm Prog Serv - CPS3	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,710
145	2007	74236	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
	Ford	F150	Parks Dept - PR143	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,091
146	2007	1FTRF14W57NA76630	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
	Ford	F350 SD	Parks Dept - PR114	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,183
147	2003	1FDWX37P63EC90208	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
	Chevrolet	Silverado 1500	Parks Dept - PR120	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,865
148	2004	1GCEC14V24Z323976	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
149	Chevrolet	TBD	Parks Dept - PR123	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,700
110	2005	1GBJCC39215E24526 1	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
150	Ford	F150	Nat Resources - NR000020	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,316
100	2006	1FTRF14W66NB62351	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
151	GMC	C7C042	Parks Dept - PR144	10/01/2020	1,000	10/01/2020	10/01/2021	\$36,917
151	2007	1GDM7C1B78F402746	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
152	Interstate	Trailer	Parks Dept - PR146	10/01/2020	1,000	10/01/2020	10/01/2021	\$8,737
152	2007	8948	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
152	AOK	Trailer	Parks Dept - PR147	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,803
153	2007	D001722	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
154	Ford	F800	Parks Dept - PR70	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,854
134	1997	1FDPF80C5VVA15072	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
155	Ford	F150	Parks Dept - PR121	10/01/2020	1,000	10/01/2020	10/01/2021	\$8,050
155	2004	1FTRW14W44KD1737 8	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
156	Ford	Vans, Pickups/Light	Rds & Bridges - WC94	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,548
100	2000	ETRF18W9YNC35824	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
157	Ford	E-Series Wago	County Ext - AG244	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,021
107	2008	1FBNE31L78DA59170	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
159	Dodge	Vans, Pickups/Light	Nat Resources - NR000009	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,003
158	2009	3D3KS28T49G55315	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
159	Ford	F350	Parks Dept - PR214	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,453
100	1997	1FDKF38F5VEC16899	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
160	Ford	F150	Refuse Disp - LF281	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,817
100	2001	1FTRF18W61NB94932	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
161	Ford	F350 SD	Coop Aq. Plant - WC73	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,326
101	2007	1FDWF33P17EA47338	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
162	Chevrolet	Silverado 1500	Sports Complex - PR217	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,328
102	2005	1GCEK14V65Z327713	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
163	Ford	F250 SD	Coop Aq. Plant - WC76	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,092
100	2008	1FTSF21R98EB94266	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
164	Ford	Vans, Pickups/Light	Landfill - LF308	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,068
104	2007	A77294	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
165	nternationa	Fire Truck	W Sebring FD - WSF38	10/01/2020	1,000	10/01/2020	10/01/2021	\$112,000
105	2001	1HTGLAET41H367424	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
166	Dodge	Vans, Pickups/Light	W Sebring FD - WSF44	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,463
100	2004	3D7MU46C44G115206	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
167	Dodge	Ram 3500	W Sebring FD - WSF45	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,463
107	2004	3D7MU46C64G115207	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
169	Haulmark	Fire Truck	W Sebring FD - WSF58	10/01/2020	1,000	10/01/2020	10/01/2021	\$146,667
168	2005	105	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
169	Unknown	Trailer	W Sebring FD - WSF86	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,340
100	2009	1Z9BU162081330251	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
170	Pierce	Fire Truck	Lake Placid FD - TLP125	10/01/2020	1,000	10/01/2020	10/01/2021	\$52,500
	1994	4P1CA02G5RA000465	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
171	Ford	Fire Truck	Lake Placid FD - TLP4	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,100
17.1	1995	1FDYW82E6SVA80155	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
172	Dodge	Ambulance	Lake Placid FD - TLP5	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,750
172	1996	1B7MF36C9TS708601	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
173	Dodge	Fire Truck	Lake Placid FD - TLP91	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,783
173	2001	3B6MF36621M502170	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
174	Dodge	Fire Truck	Lake Placid FD - TLP94	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,965
	2001	3B6MF36681M524660	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
175	Unknown	Fire Truck	Lake Placid FD - TLP99	10/01/2020	1,000	10/01/2020	10/01/2021	\$112,411
175	2003	4ENRAAA8731006181	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
176	nternationa	Fire Truck	Highlands Lks VFD - HLF281	10/01/2020	1,000	10/01/2020	10/01/2021	\$64,929
170	2004	1HTMKADR74H680077	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
177	Ford	F350 SD	Lorida Fire - LVF110	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,396
177	1999	1FDWF37F3XEE27329	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
179	Ford	Fire Truck	Lorida Fire - LVFD32	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,506
178	1999	1FDXW47F9XED68023	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
179	nternationa	Fire Truck	Lorida Fire - LVD96	10/01/2020	1,000	10/01/2020	10/01/2021	\$85,797
115	2001	1HTSDADR71H292215	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
180	Ford	Fire Truck	Venus VFD - VVFD30	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,150
	1987	50598	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
181	Ford	Fire Truck	Sun N Lake S - LPF101	10/01/2020	1,000	10/01/2020	10/01/2021	\$19,740
101	1991	2997	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
182	Ford	Fire Truck	Sun N Lake S - HLP87	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,825
182	1997	1FTHF36G5VEB91223	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
183	Ford	Fire Truck	Sun N Lake S - LPF151	10/01/2020	1,000	10/01/2020	10/01/2021	\$135,661
183	2001	4097	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
184	Ford	Fire Truck	DeSotoFire - DCF138	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,022
104	1999	1FDXF47F7XEE273300	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
185	Ford	F450 4x4	DeSotoFire - DCF169	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,305
100	2001	1FDXF47F71EA90987	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
186	Ford	Fire Truck	DeSotoFire - DCF181	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,968
100	1994	5208	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
187	Unknown	Fire Truck	DeSotoFire - DCF62	10/01/2020	1,000	10/01/2020	10/01/2021	\$30,230
107	1991	3685	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
100	E-One	Fire Truck	Highlands Lks VFD - HLF238	10/01/2020	1,000	10/01/2020	10/01/2021	\$113,418
188	2003	4ENRAAA8941007611	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
189	Dodge	Fire Truck	Highlands Lks VFD - HLF230	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,783
100	2001	3B6MF36641M502171	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
190	Dodge	Fire Truck	Highlands Lks VFD - HLF234	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,965
100	2001	3B6MF366X1M524661	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
191	nternationa	Fire Truck	Lorida Fire - LVF127	10/01/2020	1,000	10/01/2020	10/01/2021	\$95,922
191	2001	IHTSDADR82H500247	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
192	nternationa	Fire Truck	Highlands Lks VFD - HLF250	10/01/2020	1,000	10/01/2020	10/01/2021	\$213,498
192	2009	1HTWYAHT99J109834	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
193	Ford	Fire Truck	Placid Lks FD - FD17	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,450
193	1989	59418	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
194	Ford	Fire Truck	Placid Lks FD - FD33PL	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,290
104	1979	614	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
195	nternationa	Fire Truck	Placid Lks FD - PLF23	10/01/2020	1,000	10/01/2020	10/01/2021	\$30,036
190	1997	3796	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
196	E-One	Fire Truck	Placid Lks FD - PLF24	10/01/2020	1,000	10/01/2020	10/01/2021	\$155,385
190	2006	93697	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
197	GMC	Vans, Pickups/Light	Placid Lks FD - PLF34	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,299
197	2009	1GDHK74KX9F167778	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
109	Ford	Fire Truck	Venus VFD - VVFD37	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,489
198	1987	18856	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
199	Ford	Fire Truck	Leisure Lk FD - LLF095	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,975
100	1994	45207	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
200	nternationa	Fire Truck	Leisure Lk FD - LLF117	10/01/2020	1,000	10/01/2020	10/01/2021	\$32,083
200	1998	2254	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
201	Dodge	Emerg.	Leisure Lk FD - LLF131	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,965
201	2001	3B6MF366X1M544523	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
202	Dodge	Emerg.	Leisure Lk FD - LLF132	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,966
202	2001	3B6MF36681M544522	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
203	E-One	Fire Truck	Leisure Lk FD - LLF135	10/01/2020	1,000	10/01/2020	10/01/2021	\$96,130
203	2007	1HTMKAZR47H348515	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
204	Chevrolet	Fire Truck	Leisure Lk FD - LLF59	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,743
201	1985	1813	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
205	Unknown	Heavy Truck	Highlands Pk FD - FD116	10/01/2020	1,000	10/01/2020	10/01/2021	\$14,000
205	1996	S427049189E001	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
206	E-One	International 7600 Fire Truck	Leisure Lk FD - LLF161	10/01/2020	1,000	10/01/2020	10/01/2021	\$358,503
200	2015	3HAGSSNT4FL669791	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
207	Chevrolet	Fire Truck	Highlands Pk FD - HLP1	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,376
201	1992	704	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
208	Unknown	Trailer	Traffic Ops - CE2013	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,880
200	2015	5VGFD2228FL002516	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
209	Chevrolet	Fire Truck	Highlands Pk FD - HLP30	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,170
200	1990	1GBHK34N7LE176298	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
210	nternationa	Fire Truck	Highlands Pk FD - HLP36	10/01/2020	1,000	10/01/2020	10/01/2021	\$29,609
2.0	1996	1827	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
211	Ford	F550	Traffic Ops - CE1899	10/01/2020	1,000	10/01/2020	10/01/2021	\$38,533
211	2011	1FDUF5HT2BEC16610	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
212	E-One	Fire Truck	W Sebring FD - WSF91	10/01/2020	1,000	10/01/2020	10/01/2021	\$439,808
212	2011	4EN6AAA82B1006347	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
213	Sterling	Heavy Truck	Rds & Bridges - RB2280	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,975
	1999	2FZXMJBB8XA982160	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
214	Chevrolet	Silverado	Engineering - CE1905	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,669
214	2011	1GCRKPEA9BZ393247	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
215	Unknown	Trailer	Rds & Bridges - RB2298	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,740
215	2011	5HZBF16261LD11426	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
216	Ford	Escape	Prop Appr - TA1136	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,921
210	2012	1FMCU0DG2CKB0574 8	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
217	Ford	Escape	Prop Appr - TA1137	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,921
211	2012	1FMCU0DG4CKB0574 9	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
218	Ford	PPV	Prop Appr - TA1138	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,921
210	2012	1FMCU0DG4CKB0575 0	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

110:14	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
219	Ford	Private Passenger Cars	Health Unit - HD1031	10/01/2020	1,000	10/01/2020	10/01/2021	\$11,335
210	2012	3FADP4AFXCM208082	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
220	Chevrolet	Equinox	Health Unit - HD1030	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,801
220	2012	2GNFLCEK9C6336150	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
221	Ford	Explorer	Health Unit - HD1032	10/01/2020	1,000	10/01/2020	10/01/2021	\$19,634
221	2013	1FM5K7B87DGA84693	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
222	Mack	Heavy Truck	Rds & Bridges - RB2320	10/01/2020	1,000	10/01/2020	10/01/2021	\$83,640
222	2008	1M2AX09C28M003754	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
223	Mack	Heavy Truck	Rds & Bridges - RB2319	10/01/2020	1,000	10/01/2020	10/01/2021	\$66,500
220	2006	1M2AG11C66M040420	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
224	nternationa	Fire Truck	Highlands Pk FD - HLP57	10/01/2020	1,000	10/01/2020	10/01/2021	\$91,000
LLT	2005	1HTWGAZT85J129486	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
225	Chevrolet	Silverado	Engineering - CE1901	10/01/2020	1,000	10/01/2020	10/01/2021	\$28,160
225	2011	1GC1KVC81BF211852	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
226	Chevrolet	Silverado 3500HD	R & B Crew - RB2278	10/01/2020	1,000	10/01/2020	10/01/2021	\$38,685
220	2011	1GB4KZCL6BF114322	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
227	Chevrolet	Silverado 3500HD	R & B Crew - RB2279	10/01/2020	1,000	10/01/2020	10/01/2021	\$38,685
221	2011	1GB4KZCL2BF115421	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
226	Chevrolet	Silverado 3500HD	Traffic Ops - CE1887	10/01/2020	1,000	10/01/2020	10/01/2021	\$28,380
228	2011	1GB3KZCL4BF124956	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

<u>++</u>	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
229	Ford	Escape	Health Unit - HD1026	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,904
220	2012	1FMCU9C76CKA59623	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
230	Chevrolet	Ambulance	EMS - EMS599	10/01/2020	1,000	10/01/2020	10/01/2021	\$72,198
200	2010	1GB6G2B69A1122942	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
231	Mack	CX613 Vision	Rds & Bridges - RB2300	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,925
231	2005	1M1AE06Y45N023228	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
232	nternationa	Fire Truck	DeSotoFire - DCF194	10/01/2020	1,000	10/01/2020	10/01/2021	\$187,820
232	2013	1HTMKAZR1DH296403	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
000	Dodge	457 Ambulance	EMS - EMS606	10/01/2020	1,000	10/01/2020	10/01/2021	\$130,024
233	2012	3C7WDKBL4CG29675 7	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
234	Unknown	Trailer (Tradewinds generator installed)	Emergency - CD1137	10/01/2020	1,000	10/01/2020	10/01/2021	\$148,607
234	2013	5FTGE2228D1042609	Trailer	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
005	Ford	F150 1/2 Ton	Rds & Bridges - RB2318	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,600
235	2006	1FTRX14W86NB62350	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
026	Ford	F250 Super Duty	Coop Aq. Plant - WC84	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,408
236	2013	1FTBF2B62DEA75974	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
007	Chevrolet	Express Ambulance	EMS - EMS598	10/01/2020	1,000	10/01/2020	10/01/2021	\$71,061
237	2010	1GB6G2B64A1122248	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
005	Unknown	Trailer	EMS - EMS625	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,411
238	2013	54GVC16T7D7006247	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
239	nternationa	7000 Series 7400	Rds & Bridges - RB2315	10/01/2020	1,000	10/01/2020	10/01/2021	\$85,800
200	2013	1HTWGAZT8DJ331663	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
240	nternationa	7000 Series 7400	Rds & Bridges - RB2316	10/01/2020	1,000	10/01/2020	10/01/2021	\$85,800
240	2013	1HTWGAZTXDJ331664	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
241	nternationa	7000 Series 7400	Rds & Bridges - RB2317	10/01/2020	1,000	10/01/2020	10/01/2021	\$85,800
241	2013	1HTWGAZT1DJ331665	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
242	GMC	Fire Truck	DeSotoFire - DCF214	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,850
242	1986	1GDN701G5GV537102	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
243	Freightliner	Fire Truck	W Sebring FD - WSF222	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,500
243	1997	1FV6JLCB1VH871086	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
244	Dodge	Fire Truck	W Sebring FD - WSF224	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,500
277	2000	3B6MF3661YM243679	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
245	Chrysler	Ambulance	EMS - EMS614	10/01/2020	1,000	10/01/2020	10/01/2021	\$139,617
245	2012	3C7WRKBLODG56117 5	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
246	Peterbilt	365 Heavy Truck	Rds & Bridges - RB2335	10/01/2020	1,000	10/01/2020	10/01/2021	\$132,210
240	2014	1NPSXPEX3ED236491	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
247	Peterbilt	365 Heavy Truck	Rds & Bridges - RB2336	10/01/2020	1,000	10/01/2020	10/01/2021	\$132,210
271	2014	1NPXSPEX3ED236492	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
248	Ford	F250	Coop Aq. Plant - WC85	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,681
24ŏ	2015	1FTBF2B65FEA13522	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
249	Unknown	Utility Trailer	Lake Placid FD - TLP160	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,236
240	2014	1Z9BU1821E1330638	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
250	Chevrolet	Equinox LS	Health Unit - HD1101	10/01/2020	1,000	10/01/2020	10/01/2021	\$18,886
200	2014	2GNFLEEKIE63473121	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
251	Chevrolet	Traverse LS	Tax Collector - TC001146	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,593
201	2014	1GNKRFED0EJ132116	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
252	äger Beav∉	Trailer	Rds & Bridges - RB2334	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,600
252	1991	112DBT271MT037075	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
253	Unknown	Trailer	Traffic Ops - CE1879	10/01/2020	1,000	10/01/2020	10/01/2021	\$6,468
253	2010	1R9RP111XAT136995	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
254	Ford	F450 Aumbulance	Fire Rescue - VFD591	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,239
204	2001	1FDXF46F21EC92654	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
255	Unknown	457 Ambulance	EMS - EMS652	10/01/2020	1,000	10/01/2020	10/01/2021	\$165,000
200	2014	3C7WRKBL5EG22293 2	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
256	Dodge	Ram 2500 Rescue Truck	EMS - EMS657	10/01/2020	1,000	10/01/2020	10/01/2021	\$55,352
250	2015	3C6UR5HLXFG594272	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
257	Ford	Expedition XL	Health Unit - HD1102	10/01/2020	1,000	10/01/2020	10/01/2021	\$32,622
201	2015	1FMJU1GT9FEF44972	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
050	Ford	Explorer	Health Unit - HD1103	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,581
258	2016	1FM5K8B80GGA47074	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
259	Ford	Freestar	Fac Mgmt - BC555	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,196
	2007	2FMZA51657BA05574	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
260	Dodge	Ram 4500 Wildwind Brush Truck	W Sebring FD - WSF252	10/01/2020	1,000	10/01/2020	10/01/2021	\$123,127
200	2015	3C7WRLEL8FG669404	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
261	Ford	F150	Prop Appr - TA1163	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,106
201	2015	1FTEX1EPOFKE34736	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
262	Unknown	Sienna	Health Unit - HD1106	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,442
202	2016	5TDZK3DCXFS684052	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
263	Chevrolet	Equinox LX	Health Unit - HD1105	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,426
200	2016	2GNFLEEKXG6166771	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
264	Chevrolet	Equinox LS	Health Unit - HD1104	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,426
201	2016	2GNFLEEK5G6186006	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
265	Peterbilt	567 Mini Wh Dtrk	Rds & Bridges - RB2363	10/01/2020	1,000	10/01/2020	10/01/2021	\$142,630
200	2016	1NPSXPEX3GD350804	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
266	Peterbilt	567 Mini Wh Dtrk	Rds & Bridges - RB2364	10/01/2020	1,000	10/01/2020	10/01/2021	\$142,630
200	2016	1NPSXPEX5GD350805	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
267	Chevrolet	Silverado 1500	Maint. Shop - RB2380	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,465
201	2016	1GCRCNEH2GZ24082 8	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
269	Other	Horton 457 Ambulance	EMS - EMS659	10/01/2020	1,000	10/01/2020	10/01/2021	\$172,499
268	2016	3C7WRKBLXGG17733 0	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
269	Ford	Explorer	Health Unit - HD1107	10/01/2020	1,000	10/01/2020	10/01/2021	\$24,296
200	2016	1FM5K7B89GGD05523	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
270	Dodge	Ram 4x4 1 ton	Rds & Bridges - RB2382	10/01/2020	1,000	10/01/2020	10/01/2021	\$52,208
210	2016	3C7WRTCL9GG25794 8	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
271	Ford	1.5 Diesel Truck	Traffic Ops - CE2029	10/01/2020	1,000	10/01/2020	10/01/2021	\$51,752
271	2016	1FDOX5HT7GEC53753	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
070	Ford	F350 Brush Truck	Venus VFD - VVFD0039	10/01/2020	1,000	10/01/2020	10/01/2021	\$74,000
272	1999	1FDWE372XEC06305	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
273	Dodge	Grd Caravan	Elections - SR647	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,000
273	2016	2C4RDGBG7GR38927 9	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
274	Ford	F150 P/up	Prop Appr - TA1170	10/01/2020	1,000	10/01/2020	10/01/2021	\$26,000
217	2016	1FTEX1EP1GKF41070	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
275	Other	Horton Ambulance	EMS - EMS658	10/01/2020	1,000	10/01/2020	10/01/2021	\$179,500
215	2017	3C7RKBL4GG251616	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
276	Continental	AS1820 Trailer	Nat Resources - NR16	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,656
270	2016	1ZJBB1811GC024899	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
277	Dodge	Ram 3500 Series D/T	Parks Dept - PR213	10/01/2020	1,000	10/01/2020	10/01/2021	\$35,849
211	2017	3C7WRTAJ3HG610056	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
070	Peterbilt	Chassis 365	Rds & Bridges - RB2399	10/01/2020	1,000	10/01/2020	10/01/2021	\$148,000
278	2017	1NPSXPEX1JD433011	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value	
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	
279	Peterbilt	Chassis 366	Rds & Bridges - RB2398	10/01/2020	1,000	10/01/2020	10/01/2021	\$148,000	
210	2017	1NPSXPEX3JD433012	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
280	Haulmark	Tand Ax Trailer	Fire Safety Inspections - VFD547	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,600	
	1998	4XSGB1624XG010087	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
281	Dodge	Ram 3500	Coop Aq. Plant - WC88	10/01/2020	1,000	10/01/2020	10/01/2021	\$47,698	
201	2017	3C7WRTAL2HG662537	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
	Dodge	RAM 1500 Tradesman	EMS - EMS666	10/01/2020	1,000	10/01/2020	10/01/2021	\$43,098	
282	2017	3C6RR7KT6HG703338	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
	Dodge	RAM 4500	EMS - EMS665	10/01/2020	1,000	10/01/2020	10/01/2021	\$200,340	
283	2017	3C7WRKBL7HG69570 5	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
284	Dodge	RAM 4500	EMS - EMS664	10/01/2020	1,000	10/01/2020	10/01/2021	\$200,340	
284	2017	3C7WRKBL9HG69570 6	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
005	Nissan	Rogue	Building Dept - BD205	· · · · · · · · · · · · · · · · · · ·		10/01/2020	10/01/2021	\$21,340	
285	2017	KNMAT2MV7HP567886	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
000	Other	Iron King Trailer	Parks Dept - PR194	10/01/2020	1,000	10/01/2020	10/01/2021	\$1,600	
286	2013	1Z9BU1620D1330535	Trailer	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
007	Ford	F250	Parks Dept - PR212	10/01/2020	1,000	10/01/2020	10/01/2021	\$24,000	
287	2017	1FTBF2B62HE018883	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
0.0.7	Dodge	Fire Truck	Sun N Lake S - LPF187	10/01/2020	1,000	10/01/2020	10/01/2021	\$120,000	
288	2015	3C7WRTCJXFG592052	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
289	Ford	F150	R & B Crew - RB2147	10/01/2020	1,000	10/01/2020	10/01/2021	\$10,991
200	2006	D06 1FTVF14516NA86785 Light Tr		10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
290	Other	Fruhf Trailer	Rds & Bridges - RB273	10/01/2020	1,000	10/01/2020	10/01/2021	\$2,655
290	1974	DKR504110	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
291	Peterbilt	365 Dump Truck	Rds & Bridges - RB2402	10/01/2020	1,000	10/01/2020	10/01/2021	\$156,000
231	2018	1NPSXPEX1JD465358	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
292	Dodge	RAM 4500	EMS - EMS656	10/01/2020	1,000	10/01/2020	10/01/2021	\$172,499
292	2016	3C7WRKBL8FG611873	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
293	Ford	Escape	Health Unit - HD1108	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,987
200	2018	1FMCU0F70JUB29528	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
294	Ford	Escape	Health Unit - HD1109	10/01/2020	1,000	10/01/2020	10/01/2021	\$17,987
204	2018	1FMCUOF72JUB29529	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
295	Nissan	Rogue	County Ext - AG249	10/01/2020	1,000	10/01/2020	10/01/2021	\$19,641
290	2018	5N1AT2MT3JC712297	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
296	Dodge	Ram 1500 CC 4x4	Rds & Bridges - RB2408	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,478
200	2018	1C6RR7KG1JS224164	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
297	Dodge	Ram 1500 CC 4x4	Rds & Bridges - RB2407	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,744
231	2018	3C6JR7AG13G135460	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
200	Dodge	Ram 1500	Rds & Bridges - RB2411	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,345
298	2018	3C6JR7AG8JG210558	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value	
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	
299	Dodge	Ram 1500	Rds & Bridges - RB2410	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,345	
200	2018	018 3C6JR7AG8JG210557 Light Truck		10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
300	Dodge	Ram 1500	Rds & Bridges - RB2412	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,345	
500	2018	3C6JR7AG1JG210559	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
301	Ford	F150	Engineering - CE2053	10/01/2020	1,000	10/01/2020	10/01/2021	\$30,398	
301	2018	1FTEW1EB1JKD41403	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
302	Dodge	Ram 1500	R & B Crew - RB2409	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,345	
302	2018	3C6JR7DG3JG210560	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
303	Nissan	Rogue	Degue Building Dept - 10/01/2020 1,000 10. BD201		10/01/2020	10/01/2021	\$18,000		
000	2016	KNMAT2MTXGP611490	Private Passenger	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
304	Peterbilt	Dump Truck	Rds & Bridges - RB2419	10/01/2020	1,000	10/01/2020	10/01/2021	\$153,300	
001	2019	1NPSXPEX7KD265909	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
305	E-One	Rescue Pumper	W Sebring FD - WSF310	10/01/2020	1,000	10/01/2020	10/01/2021	\$707,000	
505	2018	4EN6AAA89J1001709	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
306	Other	Horton Ambulance	EMS - EMS697	10/01/2020	1,000	10/01/2020	10/01/2021	\$226,000	
500	2018	3C7WRKBL0JG352174	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
307	Other	Brahma Trailer TC16610	Parks Dept - PR229	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,169	
307	2019	17YBP1620KB070814	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
308	Other	Brahma Trailer TC16610	Parks Dept - PR228	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,169	
300	2019	17YBP1629KB070813	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
309	Dodge	RAM1500 Crew Cab	Fire Rescue - VFD590	10/01/2020	1,000	10/01/2020	10/01/2021	\$15,000
	2014	1C6RR7ST4E5446247	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
310	Toyota	Sienna Van	Central Services - CAF167	10/01/2020	1,000	10/01/2020	10/01/2021	\$27,000
	2007	5TDZZ3DCXKS989668	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
311	Other	Brahma Trailer TC16610	Parks Dept - PR227	10/01/2020	1,000	10/01/2020	10/01/2021	\$5,169
	2019	17YBP1627KB070812	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
312	Chevrolet	Fire Brush Truck	Venus VFD - VVFD51	10/01/2020	1,000	10/01/2020	10/01/2021	\$9,200
512	1996	1GBJK34J4TE205321	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
313	Chevrolet	let Tahoe EMS - EMS723		10/01/2020	1,000	10/01/2020	10/01/2021	\$49,955
	2019	1GNSKDEC3KB23999 6	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
314	Chevrolet	Tahoe	Fire Rescue - VFD596	10/01/2020	1,000	10/01/2020	10/01/2021	\$49,955
014	2019	1GNSKDEC2KR24015 3	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
315	Chevrolet	Tahoe	Fire Rescue - VFD597	10/01/2020	1,000	10/01/2020	10/01/2021	\$49,955
515	2019	1GNSKDEC5KR24001 7	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
316	Peterbilt	Transport Tractor	Rds & Bridges - RB2449	10/01/2020	1,000	10/01/2020	10/01/2021	\$159,948
510	2020	1XPXP4EX2L0637393	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
317	Chevrolet	Tahoe	Public Safety - VFD598	10/01/2020	1,000	10/01/2020	10/01/2021	\$49,100
017	2019	1GNSKDEC2KR24001 0	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
210	Chevrolet	Traverse	Emer Mmgt - CD1157	10/01/2020	1,000	10/01/2020	10/01/2021	\$37,801
318	2019	1GNEVGKW9KJ235650	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
319	Dodge	Ram	Rds & Bridges - RB2406	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,744
010	2018	3C6JR7AG3JG135461 Light Truck		10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
320	Ford	Pickup	Refuse Disp - LF292	10/01/2020	1,000	10/01/2020	10/01/2021	\$3,000
520	1999	2FTRF08W71CA99828	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
201	Ford	F150	Fac Mgmt - BC497	10/01/2020	1,000	10/01/2020	10/01/2021	\$13,000
321	2001	1FTRX17W61NB97814	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
000	Dodge	Truck	Fac Mgmt - BC579	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,232
322	2019	1C6RR7FG6K5601986	Description Description Description 10/01/2021 1,000 10/01/2020		10/01/2021	Actual Cash Value		
323	Nissan	Rogue	Building Dept - BD206	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,000
525	2018	JN8AT2MV6JW330371	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
324	Ford	Escape	Building Dept - BD207	10/01/2020	1,000	10/01/2020	10/01/2021	\$22,925
524	2019	1FMCU9GD4KUA4261 4	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
325	Ford	F550 Bucket Truck	Traffic Ops - CE2054	10/01/2020	1,000	10/01/2020	10/01/2021	\$113,615
525	2018	1FD0X5HT9KE97054	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
326	Ford	F150 Supercrew	Refuse Disp - LF300	10/01/2020	1,000	10/01/2020	10/01/2021	\$24,085
520	2003	1FTRW08L13KC91170	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
207	GMC	Savanna Ambulance	EMS - EMS587	10/01/2020	1,000	10/01/2020	10/01/2021	\$78,600
327	2010	1GB6G2B63A1122399	Ambulance	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
000	Ford	F150 Supercrew	Health Unit - HD1112	10/01/2020	1,000	10/01/2020	10/01/2021	\$26,713
328	2019	1FTEW1EB3KFA68202	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
329	Chevrolet	Silverado	Refuse Disp - LF294	10/01/2020	1,000	10/01/2020	10/01/2021	\$12,820
020	2003	1GCEC14V93Z284821	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
330	Big Tex	Dump Trailer	Refuse Disp - LF296	10/01/2020	1,000	10/01/2020	10/01/2021	\$8,000
330	2019	16VD1427K3040368	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
331	Other	HLT-t.50 Boomlift Trailer	Parks Dept - PR195	10/01/2020	1,000	10/01/2020	10/01/2021	\$16,000
001		5DYACC1J9G007013	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
332	Ford	F250	Parks Dept - PR223	10/01/2020	1,000	10/01/2020	10/01/2021	\$30,600
552	2018	1FT7X2B62JEC64137	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
333	Peterbilt	Conventional 337	Rds & Bridges - RB2356	10/01/2020	1,000	10/01/2020	10/01/2021	\$159,000
000	2016	2NP2HN7X3GH327882	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
334	Ford	F250	Maint. Shop - RB2360	10/01/2020	1,000	10/01/2020	10/01/2021	\$24,600
001	2008	1FTSX21528EE54002	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
335	Peterbilt	Dump Truck	Rds & Bridges - RB2424	10/01/2020	1,000	10/01/2020	10/01/2021	\$153,283
000	2018	1NPCXPEX4JD488086	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
336	Peterbilt	Dump Truck	Rds & Bridges - RB2445	10/01/2020	1,000	10/01/2020	10/01/2021	\$144,600
000	2019	1NPCXPEX4JD486631	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
337	Peterbilt	Dump Truck	Rds & Bridges - RB2446	10/01/2020	1,000	10/01/2020	10/01/2021	\$151,408
001	2019	1NPCX7EX2KD266471	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
338	Nissan	Frontier	Zoning - ZD124	10/01/2020	1,000	10/01/2020	10/01/2021	\$26,000
550	2018	1N6AD0EV2JN767041	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
	Nissan	Frontier	Zoning - ZD125	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,000
339	2019	1N6AD0EV7KN768588	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
340	Dodge	Ram 2500	Fac Mgmt - BC592	10/01/2020	1,000	10/01/2020	10/01/2021	\$36,184
0.0	2019	3C6MR5AJ0KG565379	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
341	Ford	F650 Dump Truck	Rds & Bridges - RB2457	10/01/2020	1,000	10/01/2020	10/01/2021	\$83,835
341	2019	1FDNW6DC1KDF0803 0	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
0.40	Ford	F650 Dump Truck	Rds & Bridges - RB2458	10/01/2020	1,000	10/01/2020	10/01/2021	\$83,835
342	2019	1FDNW6DC3KDF0803 1			10/01/2021	Actual Cash Value		
343	Ford	Ford F650 Dump Truck F		10/01/2020	1,000	10/01/2020	10/01/2021	\$83,835
	2019	1FDNW6DC5KDF0803 2	Heavy Truck	avy Truck 10/01/2021 1,000 10/01/2020		10/01/2020	10/01/2021	Actual Cash Value
344	Nissan	Rogue	Administration. - CAE168	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,513
044	2019	5N1AT2MT9KC827133	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
245	Dodge	Brush Truck	W Sebring FD - WSF328	10/01/2020	1,000	10/01/2020	10/01/2021	\$140,000
345	2019	3C7WRLEL2KG617325	Fire Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value
240	Chevrolet	Traverse	Health Unit - HD1114	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,850
346	2020	1GNERFKWOLJ16820 9	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
247	Ford	F350	Parks Dept - PR233	10/01/2020	1,000	10/01/2020	10/01/2021	\$43,327
347	2019	1FDRF3HT0KEG79517	Medium Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value
240	Chevrolet	Traverse	Health Unit - HD1113	10/01/2020	1,000	10/01/2020	10/01/2021	\$25,850
348	2020	1GNERFKW8LJ170855	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value

11	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value	
Unit#	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	
349	Nissan	Rogue	Building Dept - BD209	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,551	
0.0	2020	JNMAT2MV4LP527886	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
350	Chevrolet	Equinon AWD	Emer Mgmt - CD1158	10/01/2020	1,000	10/01/2020	10/01/2021	\$23,342	
	2020	2GNAX5EV5L61189781	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
351	Nissan	Rogue	Building Dept - BD211	10/01/2020	1,000	10/01/2020	10/01/2021	\$20,647	
551	2020	KNMAT2MV7LP522133	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
352	Chevrolet	Silverado 1500	Emer Mgmt - CD1160	10/01/2020	1,000	10/01/2020	10/01/2021	\$40,603	
352	2020	3GCUYAEF8LG208012	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
353	Nissan	Nissan Rogue Building Dept - BD212 10/01/2020 1,000 1		10/01/2020	10/01/2021	\$20,647			
000	2020	JN8AT2MV4LVY124484	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
354	Express	Cargo Trailer	Rds & Bridges - RB2466	10/01/2020	1,000	10/01/2020	10/01/2021	\$4,000	
001	1998	1E9ES1611WC103478	Trailer - NO CHARGE	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
355	Dodge	Ram 2500	Coop Aq. Plant - WC92	10/01/2020	1,000	10/01/2020	10/01/2021	\$38,642	
555	2019	3C6MR5AL5KG565413	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
356	Dodge	Ram 1500	Coop Aq. Plant - WC93	10/01/2020	1,000	10/01/2020	10/01/2021	\$21,197	
000	2019	3C6JR7AGKG536303	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
357	Ford	F150	Prop Appr - TA1201	10/01/2020	1,000	10/01/2020	10/01/2021	\$28,254	
557	2019	1FTEX1EB4KKD68755	Light Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
358	Ford	F550	Traffic Ops - CE2079	10/01/2020	1,000	10/01/2020	10/01/2021	\$34,456	
330	2019	1FTFW1E43KKD00102	Heavy Truck	10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	

Model/Description Depart	ment AL Eff	Comp Ded	Comp Eff	Comp Term	Value	
VIN # Vehicle	Type AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	
Heavy Truck Traffic C CE20		1,000	10/01/2020	10/01/2021	\$202,527	
3ALDCXFC0KDKJ9932 Heavy T	ruck 10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
Ram 1500 C-Cab Rds & Bri RB41	-	1,000	10/01/2020	10/01/2021	\$25,358	
1C6RR7KGXLS147507 Light Tr	uck 10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
F150 S-Cab 4X4 4101 - CI	E2095 10/01/2020	1,000	10/01/2020	10/01/2021	\$27,033	
1FTEX1EB6LFB69927 Light Tr	uck 10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
F150 S-Cab 4X4 4101 - CI	E2094 10/01/2020	1,000	10/01/2020	10/01/2021	\$27,033	
1FTEX1EB4LFB69926 Light Tr	uck 10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
Supercab 4x4 Truck 4101 - CI	02096 10/01/2020	1,000	10/01/2020	10/01/2021	\$27,033	
1FTEX1EB8LFB69928 Light Tr	uck 10/01/2021	1,000	10/01/2020	10/01/2021	Actual Cash Value	
Horton Ambulance EMS7	58 10/01/2020	1,000	10/01/2020	10/01/2021	\$245,000	
3C7WRKBLXLG105327 Ambula	nce 10/01/2021	1,000	10/01/2020	10/01/2021	Agreed Value	
3C7WRKBLXLG10532	27 Ambula	27 Ambulance 10/01/2021	27 Ambulance 10/01/2021 1,000		Ambulance 10/01/2021 1,000 10/01/2020 10/01/2021 Total Total	

Preferred Governmental Insurance Trust Coverage Agreement Endorsement

Endorsement No.: 010

Member: Highlands County, a Political Subdivision of the State of Florida

Effective Date: See Below Agreement No.: PK2FL1 0281028 19-12

Coverage Period: 10/01/2019 to 10/01/2021

In consideration of a return premium of \$4,131, the Coverage Agreement is amended as follows:

Property

Effective 10/01/2020

Changed

Location #005: Commerce Avenue Annex, 501 S. Commerce Ave, Sebring, FL 33870 (Highlands) Year Roof Covering Replaced is amended to 2020 Building Value remains unchanged \$2,330,000 Contents Value remains unchanged \$754,400

Location #010: Highlands Government Center, 540-600 S. Commerce Ave, Sebring, FL 33870 (Highlands) Year Roof Covering Replaced is amended to 2020 Building Value remains unchanged \$8,297,500 Contents Value remains unchanged \$2,214,800

\$4,131 return premium for changes effective 10/01/2020

Revised TIV

Buildings: \$118,848,260 Contents: \$ 25,730,304 Total: \$ 144,578,564

Property- Inland Marine

Contractor's / Mobile Equipment

Effective 10/06/2020

Added #091: 2020 CAT Motor Grader 120M2, Serial #Y9D00811, Value \$266,105

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.

Authorized By: _____

Issued: 11/12/2020

Preferred Governmental Insurance Trust Coverage Agreement Endorsement

Endorsement No.: 010

Member: Highlands County, a Political Subdivision of the State of Florida

Effective Date: See Below Agreement No.: PK2FL1 0281028 19-12

Coverage Period: 10/01/2019 to 10/01/2021

Deleted

#005: 2008 Caterpillar Motor Grader Serial #OCBKO1424, Value \$123,576

\$380 return premium for changes effective 10/06/2020

Effective 10/22/2020

Added #092: 2020 Volvo EC160E Crawler Excavator, Serial#314161, Value \$154,580

#093: 2020 John Deere Z930M 60ZA Track, Serial#1TC930MCLLT090135, Value \$8,900

#094: 2020 Flex Wing Bush Hop, Serial#1HGBR1201670079, Value \$17,380

Revised Inland Marine TIV

Total: \$19,270,136

Subject otherwise to the terms, conditions, and exclusions of the coverage agreement.

Authorized By: _____

Issued: 11/12/2020

Preferred®										
PGIT U GOVERNMENTAL	UBLIC ENTITY									
INSURANCE TRUST WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT INFORMATION PAGE										
Coverage Provider:	Producer:									
Preferred Governmental Insurance Trust	Public Risk Insurance Advisors	5								
P.O. Box 958455	220 South Ridgewood Avenue	, Suite 210								
Lake Mary, FL 32795-8455 (Carrier Code: 38849)	Daytona Beach,FL,32114									
Agreement No.: WC FL1 0281028 20-13 Prior Agreement No.: WC FL1 0281028 19-12-01										
Named Covered Party: Highlands County, a Polit	ical Subdivision of the	FEIN: 59-6000655								
State of Florida Mailing Address: 600 S. Commerce Ave., Rm. B	000	Risk ID: 091835177								
Mailing Address: 600 S. Commerce Ave., Rm. B Sebring, FL 338703809	200									
Other workplaces not shown above: SEE SCHEDULE OF OPERATIONS		Type of Business: County								
2. The agreement period is from 12:01 am on _10	0/01/2020 to 12:01am on <u>10/01/2</u>	2021 at the insured's mailing address.								
 A. Workers Compensation Coverage: Part of the states listed here: FL 	one of the Coverage Agreement a	pplies to the workers compensation law								
 B. Employers Liability Coverage: Part Two of 3.A. The limits of our liability under Part T 		es to work in each state listed in Item								
Bodily Injury by Accident 1,000,000 e	each accident									
Bodily Injury by Disease <u>1,000,000</u> g	oolicy limit									
Bodily Injury by Disease 1,000,000	each employee									
C. Other States Coverage:										
D. This Coverage Agreement includes these	e endorsements and schedules:									
See PGIT WC 002										
4. The premium for this Coverage Agreement will Rating Plans. All information required below is su										
SEE SCHEDULE OF OPERATIONS										
Total Estimated Annual Premium \$632,805										
Expense Constant \$160										
	Countersigned by	Muquit & Show								
PGIT WC 001(10 06)		10/26/2020								



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT FORMS LIST

Named Covered Party:

Highlands County, a Political Subdivision of the State of Florida

590 S. Commerce Ave., Rm. A243,

Sebring FL, 338703809

Coverage Provider

Preferred Governmental Insurance Trust

Form Number

P.O. Box 958455

Carrier No.: 38849

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0281028 20-13

Form Name

PGIT WC-001-Information Page PGIT WC-001 (10 06) Public Entity Coverage Agreement Forms List PGIT WC-002 (07 17) Policy DEC - Schedule of Operations PolDec SchedOp 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 0281028 20-13 Agreement Period: 10/01/2020 to 10/01/2021 Emp. Liability Limits: 1,000,000/1,000,000/1,000,000 Coverage By: Preferred Governmental Insurance Trust Producer ID: Public Risk Insurance Advisors Previous Coverage: WC FL1 0281028 19-12 01 Carrier ID: 38849

NAME AND ADDRESS OF MEMBER	AGENT		
1. Highlands County, a Political Subdivision of the State of Florida	Public Risk Insurance Advisors		
590 S. Commerce Ave., Rm. A243	220 South Ridgewood Avenue, Suite 210		
Sebring, FL 338703809	Daytona Beach, FL 32114		
FEIN: 59-6000655 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 3

Policy <u>Loc</u>	Insured Loc	<u>Code</u>	Classification	<u>s</u>		Premium Basis	Rate	Estimated Premium
Endorse	ement Term	10/01/2	2020 - 10/01/20)21				
State: FL			ence Mod 1.34	<u>Status</u> FINAL	Effective Date 10/01/2020			
0000	N/A	0251 <i>Class</i> (ORKS OPERATION & e: 10/01/2020 Expired:	DRIVERS	262,596	4.00	\$10,504
0000	N/A	5506 <i>Class</i> (REPAVING & D	DAD CONSTRUCTION: RIVERS e: 10/01/2020 Expired:	PAVING OR	2,063,470	7.23	\$149,189
0000	N/A	5509 Class (BEAUTIFICATIO	DAD MAINTENANCE O DN & DRIVERS e: 10/01/2020 Expired:	R	807,345	10.17	\$82,107
0000	N/A	6217 <i>Class</i> (EXCAVATION &	& DRIVERS e: 10/01/2020 Expired:		680,947	5.84	\$39,767
0000	N/A	7704 <i>Class</i> (OR PROTECTIVE COR e: 10/01/2020 Expired:	PS & DRIVERS	3,482,309	5.19	\$180,732
0000	N/A	7705 Class	(EMERGENCY DRIVERS	ERVICE COMPANIES MEDICAL SERVICE) P e: 10/01/2020 Expired:		1,082,268	4.14	\$44,806
0000	N/A	8292 Class		REHOUSE NOC e: 10/01/2020 Expired:		136,428	4.25	\$5,798
0000	N/A	8380 <i>Class</i> (DRIVERS	SERVICE OR REPAIR	CENTER &	418,925	2.80	\$11,730
0000	N/A	8601 <i>Class</i> (INCLUDING SA	AL OR ENGINEERING LESPERSONS & DRIV e: 10/01/2020 Expired:		69,020	0.44	\$304
0000 wc 00 00 s	N/A 0	8742	SALESPERSON	NS OR COLLECTORS-	OUTSIDE	1,411,872	0.35	\$4,942

SCHEDULE OF OPERATIONS



Standard Workers' Compensation and Employers' Liability Policy

Agreement Number: WC FL1 0281028 20-13 Agreement Period: 10/01/2020 to 10/01/2021 Emp. Liability Limits: 1,000,000/1,000,000/1,000,000 Coverage By: Preferred Governmental Insurance Trust Producer ID: Public Risk Insurance Advisors Previous Coverage: WC FL1 0281028 19-12 01 Carrier ID: 38849

NAME AND ADDRESS OF MEMBER		AGENT
		Public Risk Insurance Advisors
C		
590 S. Commerce Ave., Rm. A243		220 South Ridgewood Avenue, Suite 210
Sebring, FL 338703809		Daytona Beach, FL 32114
FEIN: 59-6000655	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 3

Policy <u>Loc</u>	Insured <u>Loc</u>	<u>Code</u>	<u>Classifications</u>	Premium Basis	Rate	Estimated Premium
State:FL		Class (Code: 8742 Effective: 10/01/2020 Expired:			
0000	N/A	8810 <i>Class</i> (CLERICAL OFFICE EMPLOYEES NOC Code: 8810 Effective: 10/01/2020 Expired:	12,654,295	0.17	\$21,512
0000	N/A	8868 Class (COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL Code: 8868 Effective: 10/01/2020 Expired:	132,683	0.44	\$584
0000	N/A	9015 <i>Class</i> (BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES Code: 9015 Effective: 10/01/2020 Expired:	1,114,749	3.89	\$43,364
0000	N/A	9102 <i>Class</i> (LAWN MAINTENANCECOMMERCIAL OR DOMESTIC & DRIVERS Code: 9102 Effective: 10/01/2020 Expired:	129,356	4.13	\$5,342
0000	N/A	9410 <i>Class</i> (MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC Code: 9410 Effective: 10/01/2020 Expired:	1,126,032	2.61	\$29,389
				25,572,295		\$630,070

SCHEDULE OF OPERATIONS



Standard Workers' Compensation and Employers' Liability Policy

Agreement Number: WC FL1 0281028 20-13 Agreement Period: 10/01/2020 to 10/01/2021 Emp. Liability Limits: 1,000,000/1,000,000/1,000,000 Coverage By: Preferred Governmental Insurance Trust Producer ID: Public Risk Insurance Advisors Previous Coverage: WC FL1 0281028 19-12 01 Carrier ID: 38849

NAME AND ADDRESS OF MEMBER		AGENT
1. Highlands County, a Political Subdivision of the State of Florida		Public Risk Insurance Advisors
590 S. Commerce Ave., Rm. A243		220 South Ridgewood Avenue, Suite 210
Sebring, FL 338703809		Daytona Beach, FL 32114
FEIN: 59-6000655	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 3 of 3

Policy <u>Loc</u>	Insured <u>Loc</u>	Code Classifications	Premium Basis	Rate	Estimated Premium
<u> 200</u>	200	<u>Code</u> <u>Classifications</u> Manual Premium			\$630,070
		Total Manual Premium			\$630,070
		Subject Premium			\$630,070
		Safety Program		2	\$(12,601)
		Drug-Free Workplace		5	\$(30,873)
		Total Subject Premium		0	\$586,596
		Experience Mod		1.34	\$199,443
		Total Modified Premium			\$786,039
		Schedule Rating Factor			\$(78,604)
		Total Standard Premium			\$707,435
FL		Premium Discount			\$(74,630)
		Subtotal (State Level) for FL Period Effective: 10/1/2020			\$632,805
		Total Estimated Premium for FL for Period Effective: 10/1/2020		-	\$707,435
		Premium Discount			\$(74,630)
		Expense Constant			\$160
		Policy Charges / Credits for the Period Effective: 10/1/2020			\$(74,470)
		Total Estimated Standard Premium for the Period Effective: 10/1/2020			\$632,965

SCHEDULE OF OPERATIONS



Standard Workers' Compensation and Employers' Liability Policy

Agreement Number: WC FL1 0281028 20-13 Agreement Period: 10/01/2020 to 10/01/2021 Coverage By: Preferred Governmental Insurance Trust Producer ID: Public Risk Insurance Advisors Previous Coverage: WC FL1 0281028 19-12 01 Carrier ID: 38849

NAME AN	ID ADDRESS OF MEMBER		AGENT		
Highlands County, a Poli	tical Subdivision of the State of Florida	Public Risk Insurance Adv	visors		
590 S. Commerce Ave., Rm. A243 Sebring, FL 338703809		220 South Ridgewood Ave			
		Daytona Beach, FL 32114			
EIN: 59-6000655	Risk ID Number:				
cations - All usual work places of the insu e Attached Schedule.	ured at or from which operations covered by this policy are condu	ucted at the above address unless otherwise st	tated herein:		
				Sur	mmary Page 1 of
	SCHEDULE (OF OPERATIONS			
Policy Insured			Premium		Estimated
Loc Loc Co	de Classifications		Basis	Rate	Premium
	POLIC	Y SUMMARY			
Estimated Promiu	m All Locations Excluding Policy Char	aes / Credits			\$707,43
	ium Discount			_	(74,630
1 ICIII					(74,030
Ever ev					
Ехреі	nse Constant				
	nse Constant Charges / Credits				\$(74,470



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT

Coverage Terms

Named Covered Party:

Coverage Provider

P.O. Box 958455

Highlands County BOCC

Preferred Governmental Insurance Trust

600 S. Commerce Ave., Rm. B233

Sebring, FL 338703809

Agreement No.: WC FL1 0281028 20-13

Carrier No.: 38849

Lake Mary, FL 32795-8455

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) <u>Time of Occurrence</u>. 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) <u>Payment-</u> The Fund will promptly pay when due the benefits required by the Florida Workers' Compensation Law.
- c) <u>Conditions</u>- 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) <u>Time of Occurrence-</u> 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) <u>Payment-</u> 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) <u>Conditions-</u> 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) <u>Damages-</u> The damages the Fund will pay, where recovery is permitted by law, include damages:
 - 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;
 for care and loss of services;
 - 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
 - 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) <u>Limitation of Liability-</u> 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;

PGIT WC 004 (07 10)

- 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
- I) 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) <u>Claims Expense</u> 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)** <u>Loss</u> 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) <u>Occurrence</u>
 - (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) <u>Workers' Compensation Law</u> 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
- 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.

PGIT WC 004 (07 10)

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:

Highlands County BOCC

600 S. Commerce Ave., Rm. B233

Sebring, FL 338703809

Coverage Provider

Preferred Governmental Insurance Trust

P.O. Box 958455

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0281028 20-13

Carrier No.: 38849

OTHER WORKPLACES

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Highlands County, a Political Subdivision of the State of Florida

590 S. Commerce Ave., Rm. A243

Sebring, FL 338703809

PGIT WC 005 (10 06)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT PREMIUM DISCOUNT ENDORSEMENT

Named Covered Party:

Highlands County BOCC

600 S. Commerce Ave., Rm. B233

Sebring, FL 338703809

Coverage Provider Preferred Governmental Insurance Trust

P.O. Box 958455

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0281028 20-13

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

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 :____

Marganit & Grass

PGIT WC 006 (10 06) Copyright 1983 National Council on Compensation Insurance

Print Date: 10/26/2020

1



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT

CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

Named Covered Party:	Coverage Provider
Highlands County BOCC	Preferred Governmental Insurance Trust
600 S. Commerce Ave., Rm. B233	P.O. Box 958455
Sebring, FL 338703809	Lake Mary, FL 32795-8455
Agreement No.: WC FL1 0281028 20-13	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: 1.34

Experience Rating Effective Date: 10/01/2020

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)

Margarit & Gross

Countersigned by :_____

10/26/2020

PGIT WC 007 (10 06) Copyright 1990 National Council on Compensation Insurance.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Named Covered Party:

Coverage Provider

Highlands County BOCC

600 S. Commerce Ave., Rm. B233

Sebring, FL 338703809

Preferred Governmental Insurance Trust

P.O. Box 958455

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0281028 20-13

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)

PGIT WC 008 (10 06) Copyright 1983 National Council on Compensation Insurance 10/26/2020



WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

Named Covered Party:

Highlands County BOCC

600 S. Commerce Ave., Rm. B233

Sebring, FL 338703809

Coverage Provider

Preferred Governmental Insurance Trust

P.O. Box 958455

Lake Mary, FL 32795-8455

Agreement No.: WC FL1 0281028 20-13

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)

Marganit & Green Countersigned by :

PGIT WC 009 (10 06) Copyright 1983 National Council on Compensation Insurance 10/26/2020



CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

P.O. Box 958456 Lake Mary, FL 32795-8456

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 wcclaims@pgcs-tpa.com



Professionally administered by Public Risk Underwriters of Florida



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.	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.	
 Contact: Underwriting - Margaret Gross 321-832-1506 Operations – Jennifer Martin 321-832-1691 Marketing – Kurt Heyman 321-832-1455 	Report a Preferred ClaimWorkers' 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	
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.	 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 	
 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 	 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: 866-887-7427 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



September 25, 2018

HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA 600 S. COMMERCE AVE., SUITE B233 SEBRING, FL 33870

Re: Important Information about Claims Information Line

Dear HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

The information that needs to be included with the claim notice

•The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

· Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards, Rachel A Fidler



One Tower Square Hartford, CT 06183

09/25/2018

HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

600 S. COMMERCE AVE., SUITE B233 SEBRING, FL 33870

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- In Thousands of articles on a variety of risk management topics
- **I** Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- ☑ Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

- 1. Go to www.rmplusonline.com.
- 2. In the Sign-In box, click Register.
- 3. Enter the password/passcode: TRVP110000
- 4. Fill in the Registration Information and click Submit.
- 5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

- 1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
- 2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
- 3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

To present inquiries, obtain information about coverage or make a complaint:

You may contact your agent first, or you may call us for information or to make a complaint at:

860-954-2382

You may also write to us at:

Travelers Consumer Affairs One Tower Square 5GS Hartford, CT 06183-9079

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



Wrap + ® for Government Entities

> CRIME DECLARATIONS

POLICY NO. 105693858

Travelers Casualty and Surety Company of America Hartford, Connecticut

(A Stock Insurance Company, herein called the Company)

ITEM 1	NAMED INSURED:
	HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
	D/B/A:
	Principal Address: 600 S. COMMERCE AVE., SUITE B233
	SEBRING, FL 33870
ITEM 2	POLICY PERIOD:
	Inception Date: October 1, 2018 Expiration Date: October 1, 2021
	12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR
	MAIL AS SET FORTH BELOW:
	Email: BSIclaims@travelers.com Fax: (888) 460-6622
	Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F
	St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:
	Crime

CRIME				
Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention		
A. Fidelity				
1. Employee Theft	See Endorsement			
2. ERISA Fidelity	Not Covered			
3. Employee Theft of Clie	nt Property Not Covered			
B. Forgery or Alteration	\$500,000	\$251,000		
C. On Premises	\$500,000	\$251,000		
D. In Transit	\$500,000	\$251,000		
E. Money Orders and Count	erfeit Money Not Covered			
F. Computer Crime 1. Computer Fraud	\$500,000	\$251,000		
 Computer Program an Data Restoration Expension 				
G. Funds Transfer Fraud	\$500,000	\$251,000		
H. Personal Accounts Prote	ection	÷ -)		
1. Personal Accounts For Alteration	\$25,000	\$0		
 Identity Fraud Expense Reimbursement 	e \$25,000	\$0		
I. Claim Expense	\$5,000	\$0		

If " <i>Not Covered</i> " is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this Crime Policy .				
Policy Aggregate	Limit of Insurance:	Applicable	🔀 Not Applicable	
If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance.				
Cancellation of Prior Insurance: By acceptance of this Crime Policy , the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable , such cancellation to be effective at the time this Crime Policy becomes effective.				
INSURED'S PREM	ISES COVERED:			
All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:				
Not Applicable				
PREMIUM FOR THE POLICY PERIOD:				
\$6,099.00	Policy	Premium		
\$2,033.00	Annua	al Installment Premi	um	
FORMS AND END	ORSEMENTS ATTAC	CHED AT ISSUANC	E:	
	the Limit of Insurar from this Crime Po Policy Aggregate If a Policy Aggregat Policy Period for In If a Policy Aggrega Aggregate Limit of ADJUSTMENT AND Cancellation of Pr By acceptance of bonds issued by the such cancellation to INSURED'S PREM All Premises of the other country throug Not Applicable PREMIUM FOR TH \$6,099.00 \$2,033.00 FORMS AND END ACF-7006-0511; C	the Limit of Insurance, such Insuring Ag from this Crime Policy.Policy Aggregate Limit of Insurance:If a Policy Aggregate Limit of Insurance i Policy Period for Insuring Agreements A If a Policy Aggregate Limit of Insurance Aggregate Limit of Insurance as set fort ADJUSTMENT AND SETTLEMENT 1. L Cancellation of Prior Insurance: By acceptance of this Crime Policy, th bonds issued by the Company that are d such cancellation to be effective at the time INSURED'S PREMISES COVERED:All Premises of the Insured in the United other country throughout the world, except Not ApplicablePREMIUM FOR THE POLICY PERIOD: \$6,099.00\$6,099.00Policy \$2,033.00AnnuaFORMS AND ENDORSEMENTS ATTAC ACF-7006-0511; CRI-4031-0109; CRI-30	the Limit of Insurance, such Insuring Agreement and any of from this Crime Policy. Policy Aggregate Limit of Insurance: Applicable If a Policy Aggregate Limit of Insurance is applicable, then the Policy Period for Insuring Agreements A through H, inclusive If a Policy Aggregate Limit of Insurance is not included, the Aggregate Limit of Insurance as set forth in Section V. CON ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Cancellation of Prior Insurance: By acceptance of this Crime Policy, the Insured gives the bonds issued by the Company that are designated by policy such cancellation to be effective at the time this Crime Polic; INSURED'S PREMISES COVERED: All Premises of the Insured in the United States of America, other country throughout the world, except: Not Applicable PREMIUM FOR THE POLICY PERIOD: \$6,099.00 Policy Premium	

THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

Homes M. Kunfel

Executive Vice President

Wendy C. Shy

Corporate Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following: **Government Entity Crime**

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America Policy Number: 105693858

TABLE OF CONTENTS FLORIDA

This endorsement modifies the following:

Crime

I. INSURING AGREEMENTS	1
II. GENERAL AGREEMENTS	5
III. DEFINITIONS	6
IV.EXCLUSIONS	14
V.CONDITIONS	16

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America** Policy Number: **105693858**



CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered*," then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

- a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or
- b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and
- 2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

- the Insured's direct loss of Money or Securities located inside the Premises or Financial Institution Premises directly caused by Theft, committed by a person present inside such Premises or Financial Institution Premises;
- 2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
- 3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
 - a. directly caused by an actual or attempted **Robbery**; or
 - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
- 4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or
- 5. the **Insured's** direct loss of, or loss from 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**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

- a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or
- b. an armored motor vehicle company.
- 2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
 - a. **a Messenger**; or
 - b. an armored motor vehicle company.
- 3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

- 1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or
- 2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable Restoration Expense applies:

- a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

- a. drawn upon personal accounts of the **Insured's Management Staff Membe**r, or purported to have been so drawn; or
- b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

- 1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;
- 2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and
- 3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

- 1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.
- 2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.
- 3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
- 4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.
- 5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.
- 6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. **Change of Control** means:

- 1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
- 2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

- B. **Claim Expenses** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.
- C. **Client** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.
- D. *Client's Premises* means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.
- E. **Computer Fraud** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

- 1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
- 2. to a place outside the **Premises** or **Financial Institution Premises**.
- F. **Computer Program** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- G. **Computer System** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- H. Computer Violation means:
 - 1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
 - 2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.
- I. **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
 - 1. directed solely against the **Insured**; and
 - 2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

- J. **Counterfeit** means an imitation of **Money** that is intended to deceive and to be taken as genuine.
- K. **Covered Instruments** means:
 - 1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
 - written instruments required in conjunction with any transaction involving any Credit, Debit or Charge Card issued to the Insured, the Insured's Employees or the Insured's Management Staff Members for business purposes.
- L. Covered Personal Instruments means:
 - 1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

- 2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to a **Management Staff Member** for personal use.
- M. **Credit, Debit or Charge Card** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.
- N. *Crime Policy* means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.
- O. **Digital Signature** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. **Discover, Discovered,** or **Discovery** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

- 1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
- 2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

- Q. *Electronic Data* means facts or information converted to a form:
 - 1. usable in a **Computer System**;
 - 2. that does not provide instructions or directions to a **Computer System**; or
 - 3. that is stored on electronic processing media for use by a **Computer Program**.
- R. *Electronic Signature* means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- S. *Employee* means:
 - 1. any natural person:
 - a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
 - b. who the **Insured** compensates directly by salary, wages or commissions; and
 - c. who the **Insured** has the right to direct and control while performing services for the **Insured**;
 - 2. any natural person who is temporarily furnished to the **Insured**:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

- 3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
- 4. any natural person:
 - a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or
- 5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

- T. **Employee Benefit Plan** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.
- U. Employee Benefit Plan Sponsor means:
 - 1. the First Named Insured,
 - 2. any **Subsidiary**, or
 - 3. any other entity listed in Item 1. of the Declarations.

V. *Fiduciary* means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

- W. *Financial Institution* means:
 - 1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
 - 2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.
- X. Financial Institution Premises means the interior of that portion of any building occupied by a Financial Institution (including any night depository chute and any safe maintained by such Financial Institution), transfer agent or registrar or similarly recognized place of safe deposit.
- Y. *First Named Insured* means the entity first named in ITEM 1 of the Declarations.
- Z. Forgery, or Forged means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a Covered Instrument or Covered Personal Instrument, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. *Funds Transfer Fraud* means:

- 1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured**'s knowledge or consent;
- 2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a Financial Institution directing such Financial Institution to debit a Transfer Account and to transfer, pay or deliver Money or Securities from such Transfer Account by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the Insured but was in fact fraudulently issued, Forged or altered by someone other than the Insured without the Insured's knowledge or consent; or
- 3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.
- BB. *Identity Fraud* means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.
- CC. *Identity Fraud Expense* means:
 - 1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
 - 2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

- 3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
- 4. lost wages, up to a maximum payment of \$1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:
 - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
 - b. to complete fraud affidavits or similar documents; or
 - c. due to wrongful incarceration arising solely from someone having committed a crime in the Management Staff Member's name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
- 5. Ioan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- 6. reasonable attorney fees incurred, with the Company's prior written consent, for:
 - a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
 - b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
 - c. challenging the accuracy or completeness of any information in a consumer credit report; and
- 7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

- DD. Insured means:
 - 1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.
 - or
 - 2. for the purposes of all other Insuring Agreements:
 - a. the First Named Insured,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.
- EE. *LLC Manager* means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.
- FF. *LLC Member* means any natural person who has an ownership interest in a limited liability company.

- GG. *Management Staff Member* means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.
- HH. *Messenger* means any Management Staff Member, or relative thereof, any Officer-Shareholder, or any Employee, duly authorized, while having care and custody of covered property outside the Premises.
- II. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- JJ. **Officer-Shareholder** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.
- KK. Other Property means any tangible property other than Money and Securities that has intrinsic value.
- LL. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.
- MM. *Premises* means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.
- NN. **Restoration Expense** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

- 1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
- expenses incurred as a result of the reconstruction of Computer Programs and Electronic Data recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of Computer Programs or Electronic Data held outside the Premises;
- 3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
- 4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
- 5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
- 6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
- 7. the **Insured's** lost revenue, sales or profits; or
- 8. expenses incurred by any customer.
- OO. **Robbery** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured**'s partners or any other person (except any person acting as a watchperson or janitor) by one who has:
 - 1. caused or threatened to cause that person bodily harm; or
 - 2. committed an unlawful act witnessed by that person.
- PP. **Safe Burglary** means the unlawful taking of:
 - 1. **Money**, **Securities** and **Other 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

- 2. a safe or vault from inside the **Premises**.
- QQ. **Securities** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:
 - 1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - 2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include Money.

RR. **Single Loss** means:

- 1. for purposes of Insuring Agreement A.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

- 2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and
- 3. for purposes of all other Insuring Agreements:
 - a. any act or series of related acts or events involving one or more persons; or
 - b. any act, acts or events involving a person or group of persons acting together;

whether identified or not, both during and before the **Policy Period**.

SS. **Sponsored Plan** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. **Subsidiary** means:

- 1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
- 2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. Theft means:

- 1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
- 2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
- 3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.
- VV. *Transfer Account* means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:
 - 1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 - 2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

- A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..
- D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..
- E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..
- F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..
- H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3.
- I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..
- J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.
- K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

- L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:
 - 1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or

2. **Computer Programs**.

- N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..
- O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
 - 1. an inventory computation or physical count; or
 - 2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

- P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..
- Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:
 - 1. loss of or damage to **Money** or **Securities**; or
 - 2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..
- S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured**'s contract, if any, with, or insurance carried by, any of the aforementioned.
- T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.
- U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..
- X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

- Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:
 - 1. an accounting or arithmetical error or omission;
 - 2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
 - 3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
 - 4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
 - 5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.
- AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.
- CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

- a. the Company will cover loss the **Insured** sustains anywhere in the world, and
- b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.
- 2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.
- 5. Ownership of Property; Interests Covered
 - a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
 - i. that the **Insured** owns or leases;
 - ii. that the **Insured** holds for others:
 - (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
 - (b) while in transit and in the care and custody of a **Messenger**; or
 - iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

- i. that the **Insured's Client** owns or leases;
- ii. that the **Insured's Client** holds for others; or
- iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the Money, Securities or Other Property;
- c. the Insured's interest in the Money, Securities or Other Property; or
- d. a claim under this **Crime Policy**.
- 7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

- 1. Limit of Insurance
 - a. <u>Policy Aggregate Limit of Insurance</u>

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company. If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

- i. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- ii. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this Crime Policy

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

- ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.
- 2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

- a. notify the Company as soon as possible;
- b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
- c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- d. give the Company a detailed, sworn proof of loss within 120 days; and
- e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. <u>Limit of Insurance</u>) the Company will pay the **Insured** for:

- a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:
 - i. at face value in the **Money** issued by that country; or
 - ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:
 - i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

- ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the Securities; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the Securities at the close of business on the day the loss was Discovered;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:
 - i. the applicable Single Loss Limit of Insurance;
 - ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
 - iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and 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, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries a.

All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
- ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
- iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and
- iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.
- b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

- c. Recoveries do not include any recovery:
 - i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
 - ii. of original **Securities** after duplicates of them have been issued.
- 7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Crime Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

- 1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;
- 2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and
- 3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:
 - a. sustained by two or more Employee Benefit Plans; or

b. of commingled Money, Securities or Other Property of two or more Employee Benefit Plans;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

- 1. The **Insured** may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the Company advance written notice of cancellation.

- 2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

- 3. This **Crime Policy** terminates:
 - a. in its entirety immediately upon the expiration of the **Policy Period**;

- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.
- 4. This **Crime Policy** terminates as to any **Employee**:
 - a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
 - b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of \$10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURING AGREEMENT AS EXCESS INSURANCE ENDORSEMENT

This endorsement modifies the following:

Crime

It is agreed that:

Solely with respect to the coverage shown above, Section I.INSURING AGREEMENTS, as respects the specified Insuring Agreements indicated below, is limited solely to loss the **Insured** sustains directly through **Theft** or **Forgery** which is in excess of the amount covered by the Underlying Insurance shown in the SCHEDULE below plus any applicable Retention of that Underlying Insurance. However, the Company's payment will not be more than the Single Loss Limit of Insurance stated in ITEM 5 of the Declarations for the specified Insuring Agreement of Section I. INSURING AGREEMENTS.

If the **Insured** fails to carry such Underlying Insurance as shown below, or it is uncollectible, the Company will pay only for the amount in excess of the amount the **Insured** otherwise would have collected.

The **Insured** must give the Company notice of any loss of the kind covered by the specified Insuring Agreement of Section I. INSURING AGREEMENTS, whether or not the Company is liable for the loss. Such notice must be given promptly and, at the request of the Company, the **Insured** must give the Company a brief statement setting forth the particulars of the loss.

<u>SCHEDULE</u>

		Underlying Insurance	<u>Amount</u>
A.1.	Employee Theft	PGIT	\$251,000
A.2.	ERISA Fidelity		\$
A.3.	Employee Theft of Client Property		\$
⊠ В.	Forgery or Alteration	PGIT	\$251,000
⊠ C.	<u>On Premises</u>	PGIT	\$251,000
⊠ D.	<u>In Transit</u>	PGIT	\$251,000
☐ E.	Money Orders and Counterfeit Money		\$
⊠ F.1.	Computer Fraud	PGIT	\$251,000

F.2.	Computer Program and Electronic Data Restoration Expense		\$
⊠ G.	Funds Transfer Fraud	PGIT	\$251,000
☐ H.1.	Personal Accounts Forgery or Alteration		\$
☐ H.2.	Identity Fraud Expense Reimbursement		\$
□ I.	<u>Claim Expense</u>		\$

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section *I. INSURING AGREEMENTS*, A. Fidelity, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

Faithful Performance of Duty The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

- 2. The limit of liability for Faithful Performance of Duty coverage is **\$500,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.
- 3. The following is added to Section *III. DEFINITIONS*:

Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section *IV. EXCLUSIONS*:

This Crime Policy will not apply to loss resulting directly or indirectly from Financial Institution Failure.

- 5. The following replaces paragraph 4.a. of section V. CONDITIONS, D. CANCELLATION OR TERMINATION:
 - 4. This Crime Policy terminates as to any Employee
 - a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy**, involving **Money**, **Securities** or **Other Property** in an amount in excess of \$10,000; or
- 6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

Indemnification

The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

Α

1. Item 5. of the *DECLARATIONS*, Insuring Agreement A. Fidelity is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity 1. Employee Theft - Per Loss Coverage	\$500,000	\$251,000
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- 2. Employee Theft Per Employee Coverage
- 2. Section I. INSURING AGREEMENTS, A. FIDELITY is replaced with the following:
 - A. FIDELITY
 - Employee Theft Per Loss Coverage
 The Company will pay the Insured for the Insured's direct loss of, or direct loss from damage to,
 Money, Securities and Other Property directly caused by Theft or Forgery committed by an Employee, whether identified or not, acting alone or in collusion with other persons.
 - Employee Theft Per Employee Coverage
 The Company will pay the Insured for the Insured's direct loss of, or direct loss from damage to,
 Money, Securities, and Other Property directly caused by Theft or Forgery committed by each
 Employee, whether identified or not, acting alone or in collusion with other persons.
- 3. Section II. GENERAL AGREEMENTS, A. JOINT INSURED, 5. is replaced with the following:
 - 5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.
- 4. Section *III. DEFINTIONS* is amended as follows:
 - A. Definition DD. **Insured** is replaced with the following:
 - DD. **Insured** means:
 - 1. the First Named Insured,
 - 2. any Sponsored Plan, or
 - 3. any other entity listed in Item 1.of the Declarations.
 - B. Paragraph 1. of Definition RR. Single Loss is replaced with the following:
 - RR. Single Loss means:

1.

- for purposes of Insuring Agreement A.1:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

- 2. for purposes of Insuring Agreement A.2.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**.

- C. Paragraph 1. of Definition UU. **Theft** is deleted.
- 5. Section *IV. EXCLUSIONS* is amended as follows:
 - A. Exclusion C is replaced by the following:
 - C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.
 - B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.
 - C. Exclusion CC. is replaced by the following:
 - CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.
 - D. The following Exclusion is added:
 - DD.This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.
- 6. Section *V. CONDITIONS* is amended as follows:
 - A. Section A. GENERAL CONDITIONS, 5. Ownership of Property; Interests Covered, b. is deleted.
 - B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. Limit of Insurance, a. <u>Policy Aggregate Limit of</u> <u>Insurance</u>.
 - C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
 - b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;
 - D. Section C. EMPLOYEE BENEFIT PROVISIONS INFLATION GUARD is deleted.
 - E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
 - b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
 - c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;
- 7. The following Condition is added: Indemnification

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company will indemnify any of the **Insured's** officials who are required by law to give individual 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 Insurance. The provisions of this Condition apply to Insuring Agreement A only.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

- 1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
- 2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or
- 3. election or obligation to obtain insurance for such **Insured**.
- 2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:
 - 1. Territory Covered
 - a. Except as indicated in Item 5. of the Declarations,
 - i. the Company will cover loss the **Insured** sustains anywhere in the world, and
 - ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.
 - b. This **Crime Policy** does not apply to:
 - i. loss sustained by an **Insured** domiciled; or
 - ii. loss of **Other Property** located,

in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

3. The following is added to section V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SOCIAL ENGINEERING FRAUD EXCLUSION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following are added to **SECTION III. DEFINITIONS**:

Authorized Person means an Officer-Shareholder, sole proprietor, director, trustee, natural person partner, LLC Manager or LLC Member who is authorized by the Insured to transfer, pay, or deliver Money or Securities or to instruct Employees to transfer, pay or deliver Money or Securities.

Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** that:

- 1. directs the Employee to transfer, pay, or deliver Money or Securities;
- 2. contains a misrepresentation of a material fact; and
- 3. is relied upon by the **Employee**, believing the material fact to be true.

Social Engineering Fraud means the intentional misleading of an Employee by a person purporting to be:

- 1. a Vendor;
- 2. a Client;
- 3. an Employee; or
- 4. an Authorized Person,

through the use of a **Communication**.

Social Engineering Fraud does not include Computer Fraud or Funds Transfer Fraud.

Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, preexisting:

- 1. written agreement; or
- 2. other agreed upon arrangement.

Vendor does not include any Financial Institution, asset manager, armored motor vehicle company or similar entity.

- 2. The following replaces section III. DEFINITIONS, E. Computer Fraud:
 - E. Computer Fraud means an intentional, unauthorized and fraudulent:
 - 1. entry of data or computer instructions directly into, or

2. change of data or computer instructions within,

a **Computer System** by a natural person or entity, other than an **Employee**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities** or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or **Insured's Financial Institution Premises**.

For purposes of this definition, an intentional, unauthorized and fraudulent entry or change of data or computer instructions:

- includes such entry or change made by an Employee acting in good faith upon an intentional, unauthorized and fraudulent instruction received from a computer software contractor who has a written agreement with the Insured to design, implement or service Computer Programs for a Computer System covered under section I. INSURING AGREEMENTS, F. COMPUTER CRIME; and
- 2. does not include such entry or change that involves the use, or purported use, of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar cards, including the information contained on such cards.

Computer Fraud does not include Social Engineering Fraud or Funds Transfer Fraud.

3. The following replaces section III. DEFINITIONS, G. Computer System:

Computer System means:

- 1. any computer; and
- 2. any input, output, processing, storage or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

4. The following replaces section **III. DEFINITIONS**, **AA. Funds Transfer Fraud**:

AA. *Funds Transfer Fraud* means:

- an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a Financial Institution directing such institution to debit a Transfer Account and to transfer, pay or deliver Money or Securities from the Transfer Account, which instruction purports to have been transmitted by the Insured, but was in fact fraudulently transmitted by someone other than the Insured without the Insured's knowledge or consent; or
- 2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a Financial Institution directing such Financial Institution to debit a Transfer Account and to transfer, pay or deliver Money or Securities from such Transfer Account by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the Insured but was in fact fraudulently issued, Forged, or altered by someone other than the Insured without the Insured's knowledge or consent.

Funds Transfer Fraud does not include Social Engineering Fraud or Computer Fraud.

- 5. The following replaces section IV. EXCLUSIONS, R.:
 - R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
 - 1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or

2. any other giving or surrendering of, or voluntary parting with, Money, Securities or Other Property,

whether or not induced by any dishonest or fraudulent act, except when covered under:

- i. Insuring Agreement A.;
- ii. Insuring Agreement E.; or
- iii. Insuring Agreement F1.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section I. INSURING AGREEMENTS, A. 2. ERISA Fidelity:

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

- 3. The following replaces section **III. DEFINITIONS**, V.
 - V. *Fiduciary* means:
 - 1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or
 - any natural person who is a member of the board of directors, member of the board of trustees, a partner, an LLC Manager, an LLC Member, an Officer-Shareholder, an officer, or an Employee, of any Employee Benefit Plan Sponsor; while that person is Handling Money, Securities, or Other Property that belongs to an Employee Benefit Plan.

Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

- 4. The following replaces section IV. EXCLUSIONS, M and Z:
 - M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:
 - 1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

2. Computer Programs,

provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

Z. This Crime Policy will not apply to loss resulting directly or indirectly from the diminution in value of Money, Securities, or Other Property, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a Fiduciary's acts of Fraud or Dishonesty.

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Policy Number:

5. The following replaces section V. CONDITIONS, A. GENERAL CONDITIONS, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Crime

It is agreed that:

- 1. Wherever it appears in this Policy or any endorsements attached hereto, the term *First Named Insured* is replaced with the term *Named Insured*.
- 2. Section V. A. 6. Representation, Concealment, Misrepresentation or Fraud, is replaced by the following:
 - 6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** may be void in any case of insurance fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** may also be void if the **Insured**, at any time, knowingly and with intent to injure, defraud or deceive any insurer, conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the Money, Securities or Other Property;
- c. the Insured's interest in the Money, Securities or Other Property; or
- d. a claim under this **Crime Policy**.
- 3. Section V. B. 8. Legal Action Against the Company, subsection c. is replaced by the following:
 - c. unless brought within five (5) years from the date the **Insured Discovers** the loss.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

FLORIDA CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

- 1. The following replaces section *V., CONDITIONS*, D.2.:
 - 2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the First Named Insured written notice of cancellation.

If this **Crime Policy** has been in effect for 90 days or less it may be cancelled by mailing or delivering to the **First Named Insured** written notice of cancellation, accompanied by the reason for cancellation at least:

- a. **20** days (number of days must equal or exceed 10 days) before the effective date of cancellation if this **Crime Policy** is cancelled for nonpayment of premium; or
- b. **60** days (number of days must equal or exceed 20 days) before the effective date of cancellation if this **Crime Policy** is cancelled for any other reason, except that the Company may cancel immediately if there has been a material misstatement or misrepresentation; or a failure to comply with underwriting requirements established by the Company.

If this **Crime Policy** has been in effect for more than 90 days it may be canceled only for one or more of the following reasons:

- a. nonpayment of premium;
- b. the **Crime Policy** was obtained by a material misstatement;
- c. there has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;
- d. there has been a substantial change in the risk covered by this Crime Policy; or
- e. the cancellation is for all **Insureds** under such policies for a given class of Insureds.

The written notice of cancellation for any of these reasons, will be mailed or delivered to the **First Named Insured.** The notice of cancellation will state the reason for the cancellation and will be mailed **20** days (number of days must equal or exceed 10 days) before the effective date of cancellation if the cancellation is for (a) nonpayment of premium or **60** days (number of days must equal or exceed 45 days) for reasons (b) through (e) listed above.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known the Company. Notice will include the reason for cancellation. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy**

or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section *V., CONDITIONS*, D. CANCELLATION OR TERMINATION:

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elect not to renew, the Company will provide to the **First Named Insured** written notice to that effect, including the reason for nonrenewal, **60** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section IV. EXCLUSIONS, BB.:

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



Toll-Free ERISA HelpLine

As part of the services provided through Risk Management PLUS+ Online®, Travelers Bond & Specialty Insurance is pleased to provide its Fiduciary Liability policyholders with access to the ERISA HelpLine, a toll-free hotline designed for quick, practical guidance on day-to-day workplace issues.

To utilize the HelpLine, call **1-888-401KLAW (1-888-401-5529).**

Through the ERISA HelpLine, policyholders are eligible to receive up to one hour of consultation with an ERISA attorney from the law firm of Morgan Lewis at no charge. Morgan Lewis is a global law firm with a national ERISA practice and more than 1,400 lawyers in 22 offices throughout the world.

The ERISA HelpLine is designed to provide general guidance on issues relating to employee benefits and ERISA law. From reviewing issues related to contingent workers to questions about HIPAA, attorneys from Morgan Lewis are there to help you. The ERISA HelpLine is available toll-free from anywhere in the United States.

We encourage policyholders to take advantage of this no-cost hotline. For more information about the hotline, go to <u>www.rmplusonline.com/ERISAHelpLine.</u>

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, and its property casualty affiliates, 1 Tower Square, Hartford, CT 06183



September 25, 2018

HIGHLANDS COUNTY BOCC EMPLOYEE HEALTH & DENTAL PLAN 600 S COMMERCE AVE SUITE B233 SEBRING, FL 33870

Re: Important Information about Claims Information Line

Dear HIGHLANDS COUNTY BOCC EMPLOYEE HEALTH & DENTAL PLAN

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

The information that needs to be included with the claim notice

•The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

· Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards, Sean P McCann



One Tower Square Hartford, CT 06183

09/25/2018

HIGHLANDS COUNTY BOCC EMPLOYEE HEALTH & DENTAL PLAN

600 S COMMERCE AVE SUITE B233 SEBRING, FL 33870

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- In Thousands of articles on a variety of risk management topics
- **I** Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- ☑ Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

- 1. Go to www.rmplusonline.com.
- 2. In the Sign-In box, click Register.
- 3. Enter the password/passcode: TRVP120000
- 4. Fill in the Registration Information and click Submit.
- 5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

- 1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
- 2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
- 3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FLORIDA IMPORTANT NOTICE

To present inquiries, obtain information about coverage or make a complaint:

You may contact your agent first, or you may call us for information or to make a complaint at:

860-954-2382

You may also write to us at:

Travelers Consumer Affairs One Tower Square 5GS Hartford, CT 06183-9079

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



Wrap **

for Governmental Plans

DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE DECLARATIONS

POLICY NO. 105999304

Travelers Casualty and Surety Company of America Hartford, Connecticut (A Stock Insurance Company, herein called the Company)

THIS LIABILITY COVERAGE IS WRITTEN ON A CLAIMS-MADE BASIS. THIS LIABILITY COVERAGE COVERS ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1	BENEFIT PLAN:
	DENEITITEAN.
	HIGHLANDS COUNTY BOCC EMPLOYEE HEALTH & DENTAL PLAN
	Principal Address:
	600 S COMMERCE AVE SUITE B233
	SEBRING, FL 33870
ITEM 2	INSURANCE REPRESENTATIVE:
	Robin MacDonald
	D/B/A:
	Principal Address:
	100 Arthur Andersen Parkway
	SARASOTA, FL 34232
	0/11/1001/1,1 E 34232
ITEM 3	POLICY PERIOD:
	Inception Date: October 01, 2018 Expiration Date: October 01, 2021
	12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 4	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR
	MAIL AS SET FORTH BELOW:

	Email: BSIclaims@trave Fax: (888) 460-6622	elers.com				
	Mail: Travelers Bond & 385 Washington S St Paul, MN 5510	St. – Mail Code 9				
ITEM 5	Only those coverage fe	atures marked "[X Applicable'	' are included i	n this Policy .	
	DES	DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE				
	Limit of Liability:	\$1,000,00	00 for	all Claims		
	Settlement Program	Limit of Liability	/ \$250,000		for each Settlement Program Notice , which amount is included within, and not in addition to, any applicable limit of liability	
	HIPAA Limit of Liabil	ity	\$1,000,000		which amount is included within, and not in addition to, any applicable limit of liability	
	502(c) Penalties Limi	t of Liability	\$250,000		which amount is included within, and not in addition to, any applicable limit of liability	
	Additional Defense Coverage:	Applicable		🗙 Not /	Applicable	
	Additional Defense Limit of Liability:	Not Covered		for all Claims		
	Retention:	\$0		for each Claim	under Insuring Agreement A	
	Prior and Pending Proceeding Date:	October 11, 2	012			
	Continuity Date:	October 11, 2	012			
ITEM 6	6 PREMIUM FOR THE POLICY PERIOD:					
	\$9,375.00	Polic	y Premium			
	\$3,125.00	Annu	al Installment	Premium		
ITEM 7 TYPE OF COVERAGE:						
	Reimbursement					
	Duty-to-Defend					
	Only the type of coverage marked " \mathbf{X} " is included in this Policy .					
ITEM 8	EXTENDED REPORTIN	NG PERIOD:				
	Additional Premium Per	centage: 75 %	6			
	Additional Months:	12				

	(If exercised in accordance with section <i>V. CONDITIONS</i> , M. EXTENDED REPORTING PERIOD , of the Designated Benefit Plan Fiduciary Liability Coverage)
ITEM 9	RUN-OFF EXTENDED REPORTING PERIOD:
	Additional Premium Percentage: Not Applicable
	Additional Months: Not Applicable
	(If exercised in accordance with section <i>V. CONDITIONS</i> , K. CHANGE OF CONTROL, of the Designated Benefit Plan Fiduciary Liability Coverage)
ITEM 10	ANNUAL REINSTATEMENT OF THE LIMIT OF LIABILITY:
	Not Applicable
	Only those coverage features marked " Applicable" are included in this Policy .
ITEM 11	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:
	AFE-19004-0115; AFE-19008-0115; DBP-17055-1112; DBP-16001-1112; DBP-19001-1112; DBP-19003-1112; DBP-19080-FL-0714; DBP-19083-0315; DBP-17009-1112

THE DECLARATIONS, THE APPLICATION, THE DESIGNATED BENEFIT PLAN FIDUCIARY LIABILITY COVERAGE, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this **Policy** to be signed by its authorized officers.

c M.

President, Bond & Specialty Insurance

Al Wendy C. Sh

Corporate Secretary

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This endorsement modifies any Coverage Part or coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

It is agreed that:

The following is added to this policy. This provision can limit coverage for any loss arising out of a **Certified Act Of Terrorism** if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of **Certified Acts Of Terrorism** in another endorsement to this policy.

If aggregate insured losses attributable to **Certified Acts Of Terrorism** exceed \$100 billion in a calendar year and the Company has met its insurer deductible under **TRIA**, the company will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria contained in TRIA 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 **TRIA**; 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.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

FEDERALTERRORISM RISK INSURANCE ACT DISCLOSURE ENDORSEMENT

This endorsement applies to the insurance provided under any Coverage Part or coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been 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.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

TABLE OF CONTENTS – FLORIDA

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability

It is agreed that:

The following is added to the **Policy**:

Ι.	INSURI	NG AGREEMENTS	1	
II.	DEFINITIONS		1	
III.	EXCLUSIONS			
	А.	EXCLUSIONS APPLICABLE TO ALL LOSS	4	
	В.	EXCLUSIONS APPLICABLE TO ALL LOSS, OTHER THAN DEFENSE EXPENSES	5	
IV.	SEVER	ABILITY OF EXCLUSIONS	6	
V.	CONDI	TIONS	6	

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.

I. INSURING AGREEMENTS

- A. The Company will pay on behalf of the **Insured**, **Loss** for any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Act**.
- B. The Company will pay on behalf of the Insured, Settlement Fees and Defense Expenses incurred by the Insured in connection with any Settlement Program Notice; provided that participation by the Insured in any Settlement Program commences during the Policy Period or, if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

II. DEFINITIONS

Wherever appearing in this **Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

- A. Additional Defense Limit of Liability means the amount set forth in ITEM 5 of the Declarations. If "Not Applicable" is selected for the Additional Defense Limit of Liability, then any reference to the Additional Defense Limit of Liability will be deemed to be deleted from this Policy.
- B. Administration means:
 - 1. giving counsel, advice, or notice to participants or beneficiaries with respect to a **Benefit Plan**;
 - 2. interpreting a **Benefit Plan**;
 - 3. handling records in connection with a **Benefit Plan**; or
 - 4. effecting enrollment, termination or cancellation of participants or beneficiaries under a **Benefit Plan**.
- C. Annual Reinstatement of the Limit of Liability means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each Policy Year during the Policy Period.
- D. Application means the application deemed to be attached to and forming a part of this Policy, including any materials submitted and statements made in connection with that application. If the Application uses terms or phrases that differ from the terms defined in this Policy, no inconsistency between any term or phrase used in the Application and any term defined in this Policy will waive or change any of the terms, conditions and limitations of this Policy.
- E. **Benefit Plan** means only those plans or trusts set forth in ITEM 1 of the Declarations or those plans or trusts designated within an endorsement to this **Policy**.
- F. **Benefit Plan Committee** means any committee of the **Benefit Plan**, including any **Benefit Plan** investment or administration committee, that is established by the **Benefit Plan** and that is comprised entirely of **Insured Persons**.

G. Benefit Plan Official means a natural person officer, including any executive director or functional equivalent thereof; member of the board of trustees; in-house risk manager; or in-house general counsel of the **Benefit Plan**.

H. Change of Control means:

- 1. the full assumption of fiduciary responsibilities or **Administration**, with respect to a **Benefit Plan** by one or more other persons or entities; or
- 2. the acquisition of a **Benefit Plan**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of a **Benefit Plan** into or with another entity or employee benefit plan such that the **Benefit Plan** is not the surviving entity.

I. Claim means:

- 1. a written demand for monetary damages or non-monetary relief;
- 2. a civil proceeding commenced by service of a complaint or similar pleading;
- 3. a criminal proceeding commenced by filing of charges;
- 4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;
- 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
- 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a Wrongful Act.

A **Claim** will be deemed to have been made on the earliest date written notice thereof is received by an **Insured**.

- J. Defense Expenses means reasonable and necessary legal fees and expenses incurred by the Company or the Insured, with the Company's consent, in the investigation, defense, settlement and appeal of a Claim, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such Claim; provided that Defense Expenses will not include the salaries, wages, benefits or overhead of, or paid to, any Insured or any employee of such Insured.
- K. *HIPAA* means the Health Insurance Portability and Accountability Act of 1996, as amended.
- L. Insurance Representative means the entity or person so designated by endorsement to this Policy .
- M. *Insured* means:
 - the **Insured Persons**;
 - 2. any **Benefit Plan**; and
 - 3. any **Benefit Plan Committee** in its capacity as a fiduciary or trustee of a **Benefit Plan**, or in its **Administration** of a **Benefit Plan**.

N. *Insured Person* means any natural person who was, is now or becomes a trustee; committee member; officer; in-house general counsel; or employee of a **Benefit Plan**, but only while acting in his or her capacity as a fiduciary of a **Benefit Plan** or as a person performing **Administration**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

- O. Loss means Defense Expenses and money which an Insured is legally obligated to pay as a result of a Claim, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this Policy, Settlement Fees. Loss does not include:
 - civil or criminal fines (except Settlement Fees pursuant to Insuring Agreement B.; Section 502(c) Penalties; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of HIPAA); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
 - 2. payment of medical benefits, pension benefits, severance, or any other benefit provided under a **Benefit Plan** which are or may become due, except to the extent that such sums are payable as a personal obligation of an **Insured Person**, because of such **Insured Person's Wrongful Act**; provided that this exclusion will not apply to:
 - a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
 - b. that portion of any damage, settlement or judgment covered as **Loss** under this **Policy** that represents a loss to any **Benefit Plan**, or loss to any account of a participant in any **Benefit Plan**, by reason of a change in value of any investments held by such **Benefit Plan** or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or
 - 3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.
- **P.** *Policy* means, collectively, the Declarations, the **Application**, this Designated Benefit Plan Fiduciary Liability Coverage, and any endorsements attached hereto.
- Q. Policy Period means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations. In no event will the Policy Period continue past the effective date of cancellation or termination of this Policy.
- R. *Policy Year* means:
 - 1. the period of one year following the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof; and
 - 2. the time between the Inception Date set forth in ITEM 3 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Policy** if such time period is less than one year.
- **S.** *Pollutant* means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- T. *Potential Claim* means any Wrongful Act that may subsequently give rise to a Claim.
- U. **Related Wrongful Act** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.
- V. Section 502(c) Penalties means civil penalties imposed on any Insured pursuant to Section 502(c) of the Employee Retirement Income Security Act of 1974, as amended.
- W. Settlement Fees mean any fees, penalties or sanctions imposed by law under a Settlement Program that any **Insured** becomes legally obligated to pay as a result of a Wrongful Act. Settlement Fees will not include any costs or expenses other than such fees, penalties or sanctions.
- X. Settlement Program means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service or Department of Labor of the United States, including the Employee Plans Compliance Resolution System, the Self Correction Program, the Audit Closing Agreement Plan, the Delinquent Filer Voluntary Compliance program, and the Voluntary Fiduciary Correction program, entered into by a **Benefit Plan**.
- Y. Settlement Program Notice means a prior written notice to the Company by the Insured of the Insured's intent to enter into a Settlement Program.
- Z. Wrongful Act means:
 - 1. any actual or alleged breach of fiduciary duty by or on behalf of the **Insured** with respect to any **Benefit Plan**, including:
 - a. any actual or alleged breach of duties, obligations and responsibilities imposed by the Employee Retirement Income Security Act of 1974, as amended, COBRA, **HIPAA**, or by any similar or related federal, state, local, or foreign law or regulation, in the discharge of the **Insured's** duties with respect to a **Benefit Plan**; or
 - b. any other matter claimed against an **Insured** solely because of the **Insured's** status as a fiduciary of a **Benefit Plan**; or
 - 2. any actual or alleged negligent act, error or omission by or on behalf of the **Insured** in the **Administration** of a **Benefit Plan**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

- 1. The Company will not be liable for Loss for any Claim for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
- 2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, or humiliation.
- 3. The Company will not be liable for **Loss** for any **Claim**:
 - a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;

- b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**, or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided this exclusion will not apply to any **Claim** by or on behalf of a beneficiary of, or participant in, any **Benefit Plan** based upon, arising from or in consequence of the diminution in value of any securities owned by the **Benefit Plan** in any organization if such diminution in value is allegedly as a result of a **Pollutant**.

- 4. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, other than a **Benefit Plan**, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
- 5. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation other than COBRA, **HIPAA** or the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.
- 6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.
- 7. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Benefit Plan Official** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Policy**.
- 8. The Company will not be liable for Loss for any Claim based upon or arising out of any fact, circumstance, situation, event, or Wrongful Act which, before the Inception Date set forth in ITEM 3 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any Insured under any policy of insurance of which this Policy is a direct renewal or replacement or which it succeeds in time.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

- 1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** based upon or arising out of any **Insured**:
 - a. committing any intentionally dishonest or fraudulent act or omission;
 - b. committing any willful violation of any statute, rule, or law; or
 - c. gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply unless a final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, willful violation of any

statute, rule or law, or gained such profit, remuneration or advantage to which such **Insured** was not legally entitled.

- 2. The Company will not be liable for Loss, other than Defense Expenses, for any Claim seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an Insured's obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
- 3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim**:
 - a. based upon or arising out of the failure to collect from employers any contributions owed to a **Benefit Plan**, unless the failure is the result of a negligence by any **Insured**; or
 - b. for the return of any contributions to any employer if such amounts are or could be chargeable to a **Benefit Plan**.

C. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT B

The Company will pay no **Settlement Fees** or **Defense Expenses** with respect to any **Claim** or investigation in connection with a **Settlement Program**, of which any **Insured** first became aware or received notice prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Policy**.

IV. SEVERABILITY OF EXCLUSIONS

No conduct of any **Insured** will be imputed to any other **Insured** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** shall bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Policy**.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

However, none of the Retention amounts set forth in ITEM 5 of the Declarations will apply to:

1. **Settlement Fees** under section I. INSURING AGREEMENTS, B., of this **Policy**;

2. **502(c) Penalties**; or

3. civil penalties under the privacy provisions of **HIPAA**.

C. LIMIT OF LIABILITY

1. Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, and further subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Policy** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations.

2. Settlement Program Limit of Liability

The Company's maximum limit of liability for all **Settlement Fees** and **Defense Expenses** in connection with each **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability. However, if ITEM 5 of the Declarations indicates that Additional Defense Coverage is applicable, **Defense Expenses** incurred in connection with a **Settlement Program Notice** will apply first to and reduce the remaining **Additional Defense Limit of Liability**; provided that the Settlement Program Limit of Liability will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

Furthermore, in the event a **Claim** covered under Insuring Agreement A. and a **Settlement Program Notice** covered under Insuring Agreement B. arise from the same facts, circumstances, situations, or events, the Company's maximum limit of liability under Insuring Agreement B. for the **Settlement Program Notice** will not exceed the amount set forth in ITEM 5 of the Declarations as the Settlement Program Limit of Liability for each **Settlement Program Notice**, but such limit will apply only to all **Settlement Fees** in connection with such **Settlement Program Notice**. In such an event, **Defense Expenses** incurred in connection with the **Claim** and the **Settlement Program Notice** will be subject to the Limit of Liability for each **Claim** stated in ITEM 5 of the Declarations.

3. HIPAA Limit of Liability

The Company's maximum limit of liability for all civil money penalties under the privacy provisions of **HIPAA** will not exceed the amount set forth in ITEM 5 of the Declarations as the HIPAA Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

4. 502(c) Penalties Limit of Liability

The Company's maximum limit of liability for all **Section 502(c) Penalties** will not exceed the amount set forth in ITEM 5 of the Declarations as the Section 502(c) Penalties Limit of Liability, which amount is included within, and not in addition to, any applicable limit of liability.

5. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

a. the Company's maximum limit of liability for all Loss, including Defense Expenses, for all Claims made during each Policy Year will not exceed the remaining limit of liability stated in ITEM 5 of the Declarations; and

- b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining limit of liability for the last **Policy Year** in effect at the time of the termination or cancellation of this **Policy** or the **Change of Control**.
- 6. Other Provisions

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the limit of liability is exhausted by the payment of amounts covered under this **Policy**, the premium for this **Policy** will be fully earned, all obligations of the Company under this **Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligations of any kind or nature whatsoever under this **Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of, the Limit of Liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the Additional Defense Limit of Liability:

- 1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
- 2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

E. CLAIM DEFENSE

- 1. If Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend any **Claim** covered by this **Policy**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
- 2. If Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations:
 - a. the Company will have no duty to defend any **Claim** covered by this **Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by this **Policy** and the selection of appropriate defense counsel; and

- b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under this **Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under this **Policy**.
- 3. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under this **Policy**, will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM OR SETTLEMENT PROGRAM NOTICE

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by a **Benefit Plan Official**. If a **Benefit Plan Official** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices of **Claims** and **Settlement Program Notices** must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim** or enter into a **Settlement Program**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses** or **Settlement Fees**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, **Settlement Fees**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** first becomes aware of a **Potential Claim** during the **Policy Period**, and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by email, facsimile, or mail as set forth in ITEM 4 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All Claims or Potential Claims for Related Wrongful Acts will be considered as a single Claim or Potential Claim, whichever is applicable, for purposes of this Policy. All Claims or Potential Claims for Related Wrongful Acts will be deemed to have been made at the time the first of such Claims or Potential Claims for Related Wrongful Acts was made whether prior to or during the Policy Period, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of

settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** refuses to consent to such Settlement Offer, the **Insured** will be solely responsible for 30% of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for 30% of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Policy** for such **Claim** will not exceed the remaining applicable limit of liability.

J. MERGER OF PLANS

If, during the **Policy Period**, a **Benefit Plan** is merged with another **Benefit Plan**, this **Policy** will continue to provide coverage for both plans, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**.

If, during the **Policy Period**, a **Benefit Plan** ("Covered Plan") is merged with another benefit plan for which coverage is not provided under this **Policy** ("Uncovered Plan"), this **Policy** will continue to provide coverage for only the Covered Plan, subject to all other terms and conditions of this **Policy** and only for so long as this **Policy** remains in effect as to the **Insureds**, but only for **Claims** for **Wrongful Acts** which occurred prior to the date of such merger.

K. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, the **Policy** may not be canceled by or on behalf of any **Insured** and the entire premium for the **Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Insurance Representative** will have the right to give the Company notice that the **Insured** desires to purchase a Run-Off Extended Reporting Period for this **Policy** for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Policy**, subject to the following provisions:

- 1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability;
- 2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**; and
- 3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Run-Off Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Run-Off Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Run-Off Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty

(30) days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS M. EXTENDED REPORTING PERIOD of this **Policy**.

L. TERMINATION OF PLAN

If before or during the **Policy Period** any **Benefit Plan** is terminated, this **Policy** will provide coverage for such plan, subject to all other terms, conditions and limitations of this **Policy** for so long as this **Policy** remains in effect as to the **Insureds**.

M. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Policy** for any reason other than nonpayment of premium, the **Insurance Representative** may give the Company written notice that the **Insured** desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Policy**, subject to the following provisions:

- 1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability;
- 2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation; and
- 3. for purposes of coverage under section I. INSURING AGREEMENTS, B., the Extended Reporting Period will apply only to **Settlement Fees** and **Defense Expenses** incurred by the **Insured** in connection with any **Settlement Program Notice** as a result of the **Insured's** participation during the Extended Reporting Period in a **Settlement Program**, but only if such participation commences during the Extended Reporting Period and involves a **Benefit Plan's** actual or alleged inadvertent noncompliance with any statute, rule or regulation before the effective date of such termination or nonrenewal.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation.

N. SUBROGATION

In the event of payment under this **Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

O. RECOURSE

Unless such right is waived by an endorsement to this **Policy**, the Company will have the right of recourse pursuant to Section 410(b)(1) of the Employee Retirement Income Security Act of 1974, as amended, against any **Insured** that breaches a fiduciary obligation if this **Policy** is purchased using assets of the **Benefit Plan**.

P. RECOVERIES

All recoveries from third parties for payments made under this **Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- 1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
- 2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;
- 3. third, to the Company to reimburse the Company for the amount paid hereunder; and
- 4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

Q. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

- 1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
- 2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Poli**cy than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

R. ALLOCATION

- If Duty-to-Defend coverage is indicated in ITEM 7 of the Declarations and there is a Claim under this Policy in which the Insureds who are afforded coverage for such Claim incur an amount consisting of both Loss that is covered by this Policy and also loss that is not covered by this Policy because such Claim includes both covered and uncovered matters, then such covered Loss and uncovered loss will be allocated as follows:
 - a. one hundred percent (100%) of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
 - b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In making such a determination, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then

the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

2. If Reimbursement coverage is indicated in ITEM 7 of the Declarations and there is a **Claim** under this **Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Policy** and also loss that is not covered by this **Policy** because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, the **Insureds** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In making such a determination, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insureds** and others not insured under this **Policy**. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law.

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case twenty (20) days written notice will be given to the **Insurance Representative**, unless payment in full is received within twenty (20) days of the **Insurance Representative**'s receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section III. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insured** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. In the event the **Insurance Representative** cancels, the earned premium will be computed on a pro-rata basis. 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 cancellation.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect at least thirty (30) days before the Expiration Date set forth in ITEM 3 of the Declarations.

T. OTHER INSURANCE

This **Policy** will apply only as excess insurance over, and will not contribute with any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Policy** by reference in such other policy to the Policy Number of this **Policy**. This **Policy** will not be subject to the terms of any other insurance.

U. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Policy**.

No person or organization has any right under this **Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

V. CHANGES

Only the **Insurance Representative** is authorized to make changes in the terms of this **Policy** and solely with the Company's prior written consent. This **Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or

change to any part of this **Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Policy** issued by the Company.

W. ASSIGNMENT

This **Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

X. REPRESENTATIONS

By acceptance of the terms set forth in this **Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Policy** is void and of no effect whatsoever, but only with respect to:

- 1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 3 of the Declarations, that the statement or representation was untrue;
- 2. any **Benefit Plan**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and
- 3. any **Benefit Plan**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Policy**, contained any such untrue statement or representation.

Y. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Policy** was issued, to make any changes in the form of this **Policy**, by which the insurance afforded by this **Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Z. AUTHORIZATION

By acceptance of the terms herein, the **Insurance Representative** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Insurance Representative**; provided, that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Policy**.

AA. ENTIRE AGREEMENT

This **Policy**, including the Declarations, the **Application**, and any endorsements attached hereto, constitutes the entire agreement between the Company and the **Insured**.

BB. HEADINGS

The titles of the various paragraphs of this Policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

DESIGNATION OF INSURANCE REPRESENTATIVE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

For all relevant purposes under the **Policy**, the **Insurance Representative** is Robin MacDonald.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America Policy Number: 105999304

GOVERNMENTAL PLAN ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

- 1. The following replaces section *II. DEFINITIONS*, I. *Claim*:
 - I. Claim means:
 - 1. a written demand for monetary damages or non-monetary relief;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading;
 - 3. a criminal proceeding commenced by filing of charges;
 - 4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document;
 - 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
 - 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to have been made when such **Claim** is first commenced as set forth in this definition or, in the case of a written demand, when such written demand is first received by an **Insured**.

2. The following is added to section *III. EXCLUSIONS*, A. EXCLUSIONS APPLICABLE TO ALL LOSS:

The Company will not be liable for **Loss** for any **Claim** based upon or arising out of:

- a. any investment in debt obligations of the state set forth in ITEM 1 of the Declarations, or in debt obligations of any political or governmental agency in such state; or
- b. the inadequate funding of the **Benefit Plan**.
- 3. Section *V. CONDITIONS*, O. RECOURSE, is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

FLORIDA PPACA CIVIL MONEY PENALTIES ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

PPACA Civil Money Penalties Limit of Liability:

\$250,000 which amount is included within, and not in addition to, any applicable limit of liability

- 2. The following replaces section **II. DEFINITIONS**, **O** . Loss, 1.:
 - 1. civil or criminal fines (except Settlement Fees pursuant to Insuring Agreement B.; PPACA Civil Money Penalties; Section 502(c) Penalties; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of HIPAA, but only to the extent that this Policy is construed by a competent court of jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such Settlement Fees or civil penalties are insurable under the laws of that jurisdiction; provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
- 3. The following is added to section **II. DEFINITIONS**:

PPACA Civil Money Penalties means civil money penalties or fines imposed on any **Insured** pursuant to the Patient Protection and Affordable Care Act, as amended, including any rules or regulations promulgated thereunder. **PPACA Civil Money Penalties** does not include any civil money penalties imposed on any **Insured** pursuant to section 4980H of the Internal Revenue Code.

4. The following is added to section **V. CONDITIONS**, **C. LIMIT OF LIABILITY**:

The Company's maximum limit of liability for all **PPACA Civil Money Penalties** will be the PPACA Civil Money Penalties Limit of Liability set forth in ITEM 5 of the Declarations, which amount is included within, and not in addition to, any applicable limit of liability.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America Policy Number: 105999304

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

1. The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

2. The following replaces section **V. CONDITIONS**, **A. TERRITORY**:

A. TERRITORY AND VALUATION

- 1. This **Policy** applies anywhere in the world; provided, this **Policy** does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.
- 2. All premiums, Limits of Liability, Retention, Loss, and other amounts under this Policy are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of Loss under this Policy is stated in a currency other than United States dollars, payment under this Policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of Loss is due, respectively.
- 3. The following is added to section V. CONDITIONS, E. CLAIM DEFENSE:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance and if Duty-to-Defend coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, E. CLAIM DEFENSE, 1. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** or if Reimbursement coverage is provided with respect to this **Policy** as indicated in ITEM 7 of the Declarations, then this section V. CONDITIONS, E. CLAIM DEFENSE, 2. applies to such **Claim**; provided, any such **Claim** is subject to section V. CONDITIONS, R. ALLOCATION, 2.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America Policy Number: 105999304

FLORIDA CHANGES ENDORSEMENT

This endorsement changes the following:

Designated Benefit Plan Fiduciary Liability Coverage

It is agreed that:

- 1. The following replaces section *II. DEFINITIONS*, O. Loss:
 - O. Loss means Defense Expenses and money which an Insured is legally obligated to pay as a result of a Claim, including settlements; judgments; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award, for which an Insured is vicariously liable; prejudgment and post judgment interest; and legal fees and expenses awarded pursuant to a court order or judgment; and solely with respect to section I. INSURING AGREEMENTS B. of this Policy, Settlement Fees, but only to the extent that this Policy is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such Settlement Fees are insurable under the laws of that jurisdiction. Loss does not include:
 - 1. civil or criminal fines (except **Settlement Fees** pursuant to Insuring Agreement B.; **Section 502(c) Penalties**; civil penalties under Sections 502(i) and 502(l) of the Employee Retirement Income Security Act of 1974, as amended; or civil penalties under the privacy provisions of **HIPAA**, but only to the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida and such **Settlement Fees** or civil penalties are insurable under the laws of that jurisdiction; provided that the funds or assets of the pension scheme will not be used to fund, pay or reimburse the premium for this coverage or any portion thereof); sanctions; liquidated damages; payroll or other taxes; or damages or types of relief deemed uninsurable under applicable law;
 - payment of medical benefits, pension benefits, severance, or any other benefit provided under a Benefit Plan which are or may become due, except to the extent that such sums are payable as a personal obligation of an Insured Person, because of such Insured Person's Wrongful Act; provided that this exclusion will not apply to:
 - a. the Company's obligation to defend any **Claim**, if applicable, or to pay, advance or reimburse **Defense Expenses**, regarding a **Claim** seeking such benefits; or
 - b. that portion of any damage, settlement or judgment covered as Loss under this Policy that represents a loss to any Benefit Plan, or loss to any account of a participant in any Benefit Plan, by reason of a change in value of any investments held by such Benefit Plan or such account, notwithstanding that such portion of any such damage, settlement or judgment has been characterized by plaintiffs, or held by a court of law, to be "benefits"; or
 - 3. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION, of this **Policy**.

To the extent that this **Policy** is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Florida, **Loss** includes coverage for direct or vicarious

Issuing Company: Travelers Casualty and Surety Company of America Policy Number: 105999304

punitive or exemplary damages, or the multiple portion of any multiplied damage award, incurred by the **Insureds**, if such damages are insurable under the laws of that jurisdiction.

2. The following is deleted from the third paragraph of section *V. CONDITIONS*, K. CHANGE OF CONTROL:

The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

3. The following is deleted from the second paragraph of section *V. CONDITIONS*, **M. EXTENDED REPORTING PERIOD**:

The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

4. The following replaces section *V. CONDITIONS*, S. CANCELLATION:

S. CANCELLATION

The Company may cancel this **Policy** for failure to pay a premium when due, in which case written notice, including the reason for cancellation, will be given to the **Insurance Representative** at least 20 days before the effective date of such cancellation, unless payment in full is received within 20 days of the **Insurance Representative's** receipt of such notice of cancellation. The Company shall have the right to the premium amount for the portion of the **Policy Period** during which this **Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, K. CHANGE OF CONTROL, the **Insurance Representative** on behalf of the **Insureds** may cancel this **Policy** by mailing the Company written notice stating when thereafter, but not later than the Expiration Date set forth in ITEM 3 of the Declarations, such cancellation will be effective. The Company will refund any unearned premium computed on a pro-rata basis if this **Policy** is canceled by the **Insurance Representative** on behalf of the **Insureds**. 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 cancellation. The Company will mail any unearned premium within 15 working days after the effective date of termination.

The Company will not be required to renew this **Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Insurance Representative** written notice to that effect, including the reason for nonrenewal, at least 45 days before the Expiration Date set forth in ITEM 3 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



Producing Agency: Agent Name:	RISK MANAGEMENT ASSOCIATES INC Robin Russell 220 S Ridgewood Ave Daytona Beach, FL 32114
Name of Assured: Address:	Highlands County, a Political Subdivision of the State of Florida 600 S Commerce Av, # B233 Sebring, FL 33870 OMH 144-13-50-05

Effective 12:01 a.m. local standard time from 10/01/2020 to 10/01/2021.

Acting upon instructions form the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # OMH 144-13-50-05 has been effected.

COVERAGE

PREMIUM

As per attached Cover Note.

Premium:

Total:

Minimum Earned Premium Applies

SECURITY

As per attached Cover Note.

By:

Flat Cancellation Not Permitted

\$10,327.00

\$10,327.00

020342

ADDITIONAL PROCESSING INSTRUCTIONS

Policy No. OMH 1441350 05

MAIL TO: HULL & COMPANY, LLC PO BOX 21567 FT LAUDERDALE, FL 33335 - 1567

SEND PRODUCER OUTPUT TO 020342

ADDITIONAL OUTPUT SUMMARY

(

(

- () Standard Insured
- () Standard Agency
- () Standard Company

-) Full Agency
-) Full Company
- () Full Copy of Original

() Standard Copy of Original

SPECIAL INSTRUCTIONS:

Your Great American Insurance Policy



GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **5** have been rated "A" or better by A.M. Best for over 100 years.

Only 2 are on both lists.

Great American Insurance Company is 1 of the two.



SUBMITTING A CLAIM

In the Ocean Marine Department of Great American Insurance Group, you will find a unique team of marine insurance specialists dedicated to the needs of our clients. Our team of specialists stands ready to assist you in the claim process.

Please submit your claim to:

POLLUTION INCIDENTS (ACTUAL AND/OR THREAT)

POLLUTION RESPONSE TEAM 1-877-G A REACT 24-hour toll-free claim number (1-877-427-3228)

ALL OTHER CLAIMS/INCIDENTS:

PREFERRED METHOD omclaims@gaig.com

ALTERNATIVELY

Ocean Marine Claims 1-800-426-9697 Phone 1-800-498-2178 Fax

Great American Insurance - Ocean Marine Claims P.O. BOX 2468 Cincinnati, Ohio 45201

GAI 2244 (Ed. 01 01)

 Policy No.
 OMH 1441350 05

 Renewal Of
 OMH 1441350 04

OCEAN MARINE POLICY DECLARATIONS PAGE

NAMED INSURED AND ADDRESS: HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FL 600 S. COMMERCE AVE #B233 SEBRING, FL 33870	POLICY PERIOD: Noon Standard Time at the address of the Named Insured shown at left. From 10/01/2020 To 10/01/2021
IN RETURN FOR PAYMENT OF THE PREMIUM, AND	AGENT'S NAME AND ADDRESS:
SUBJECT TO ALL TERMS OF THIS POLICY, WE	HULL & COMPANY, LLC
AGREE WITH YOU TO PROVIDE THE INSURANCE AS	PO BOX 21567
STATED IN THIS POLICY.	FT LAUDERDALE, FL 33335 - 1567

Insurance is afforded by company indicated below: (A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY		
Coverage		Premium
HULL COVERAGE	\$	10,327.00
Total Policy Premiur	ı \$	10,327.00

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).

Policy: OMH 1441350 05

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	FORM AND EDITION		AMENDED				
			Effective Date Effective Date ADDED DELETED		FORM DESCRIPTION		
1.	GAI2206	01/01			TAYLOR FORM (SP-39C)		
2.	GAI2225	01/01			A.I. S.R. & C.C. ENDT (HULLS)		
3.	GAI2231	02/12			HULL AMENDATORY ENDORSEMENTS		
4.	GAI2244	01/01			OCEAN MARINE DECLARATIONS PAGE		
5.	GAI2248	01/01			HULL & P&I OCEAN MARINE DEC		
6.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: DKP AIRBOAT		
7.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: LANDAU JONBOAT		
8.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: JONBOAT W/YAMAHA OUTBOARD		
9.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: DIAMONDBACK AIRBOAT		
10.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: WEEDOO 300SBG		
11.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: DIAMONDBACK AIRBOAT		
12.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: SEA ARK 18.7'		
13.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: 158AA Diamond Back		
14.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: 158AA-450 Diamond Back		
15.	GAI2255	01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: 158AA-450 Diamond Back		
16.	GAI2258	01/01			ADDITIONAL EQUIPMENT SCHEDULE		
17.	GAI2259	01/01			NAVIGATION &/OR TRADING WARRANTY		
18.	GAI2260	09/11			MARINE POLICY GENERAL TERMS & CONDS		

	FORM AND ED	DITION	Effective Date ADDED	Effective Date DELETED	FORM DESCRIPTION
19.	GAI2398 (01/15			TERRORISM COVERAGE ENDORSEMENT
20.	GAI2611 (06/16			AMERICAN INSTITUTE CYBER EXCLUSION
21.	GAI2731 (05/20			AMERICAN INSTITUTE COMMUNICABLE DIS

MARINE POLICY GENERAL TERMS AND CONDITIONS

GUIDE TO POLICY CONSTRUCTION

A Great American Insurance Ocean Marine Policy consists of:

- A. a policy jacket;
- **B.** Marine Policy General Terms and Conditions;
- C. one or more underlying lines of Insurance Policy Declarations;
- D. one or more Coverage Parts (each line of insurance is a coverage part) for each line of insurance Declarations;
- E. each coverage part consists of:
 - 1. a line of insurance Conditions form (if applicable);
 - 2. one or more Cause of Loss forms (if applicable);
 - **3.** applicable Endorsements.

BREACH OF WARRANTY

If an Insured breaches any warranty by which:

- a) it undertakes that some particular thing shall be done, or some condition shall be fulfilled; or
- **b)** it affirms the existence or non-existence of a particular state of facts, then the Insurer is discharged from all liability under the policy from the start of the breach.

INSURED'S REPRESENTATIVE

It is a condition of this policy that any broker, person, firm or corporation who shall procure this insurance to be made by the Company shall be deemed to be exclusively the agent of the Insured in any and all notices, transactions and representations relating to this insurance or connected with or arising out of the same during its continuance or with respect to notice of cancellation.

CANCELLATION

- 1. The first Named Insured shown in the policy Declarations may cancel this policy by mailing or delivering to the company advance written notice of cancellation.
- 2. The company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - **A.** 10 days before the effective date of cancellation if the company cancels for non-payment of premium; or
 - **B.** 30 days before the effective date of cancellation if the company cancels for any other reason; or

020342

C. the number of days allowed in the specific cancellation provisions of the coverage forms forming a part of this policy.

CAPTIONS AND TITLES

Clause Captions and Titles are inserted for convenient reference only and are not to be deemed part of this Policy.

CHANGES

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

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

CHOICE OF LAW

The terms of this Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the general maritime law of the United States; and in the absence thereof, the laws of the State of New York.

CONCEALMENT, MISREPRESENTATION AND FRAUD

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by the Named Insured or any other insured, at any time.

EXAMINATION OF BOOKS AND RECORDS

The company 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.

EXAMINATION UNDER OATH

Any Insured, at the request of the Company, shall submit to questioning under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim under this policy, including the Insured's books and records.

F.C. & S. CLAUSE

Notwithstanding anything to the contrary contained in this Policy, this insurance is warranted free from any claim for or in respect of any loss, damage, liability or expense sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt, threat, or of any taking of the Vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also, from all consequences of hostilities or warlike operations (whether there be a declaration of war or not) but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine, torpedo or similar device), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this clause "power" includes any authority maintaining naval, military, or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage, liability or expense caused by or resulting from

any weapon of war, or any experimental or other device in the nature thereof, employing atomic or nuclear fission, fusion or reaction, or radioactive force or matter, or the consequences thereof.

Further warranted free from the consequences of civil war, revolutions, rebellion, insurrection, or civil strife arising therefrom, or piracy.

In the event that this Policy insures the liability of the Insured, of any kind or nature, in addition to the foregoing warranties and exclusions, this insurance is also warranted free from any claim for loss, damage, liability or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability for such loss, damage, liability or expense is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage, disembarkation of troops, combatants or material of war, the placement of the Vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of this Policy.

If war risks are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

LIMITATION OF TIME AND RIGHT TO SUE

No suit or action against the Company shall be maintainable in any court of law, admiralty or equity:

- (a) on any claim for physical loss or damage to the property insured under this Policy, or with respect to any charge or expense arising therefrom, unless, as a condition precedent thereto, the Insured has complied with all of the warranties, stipulations and conditions contained in this Policy and unless commenced within twelve calendar months next following the physical loss or damage out of which the claim arose, or the incurring of the said expense or charge;
- (b) in respect of any other claim under this Policy, unless, as a condition precedent thereto, the Insured shall have complied with all of the warranties, stipulations and conditions contained in this Policy, nor until the Insured has paid a judgment after the actual trial unless the Insured's obligation to pay has been determined by written agreement of the Insured, the claimant and the Company, nor in either event unless suit is instituted within twelve calendar months after the date of such payment or written agreement;

and in either case above, providing that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then and in that event no suit or action under this Policy shall be maintainable unless commenced within the shortest limitation of time permitted under the laws of such state; and

NOTICE OF LOSS

- (a) In the event of accident or occurrence causing loss or damage to the property insured, notice shall be given to the Underwriters, prior to the survey, so that they may appoint a Surveyor of their choosing, if they so desire; and whenever the extent of the damage is ascertainable, the Insurer may take or may require the Insured to take tenders for the repair of such damage.
- (b) In the event of any accident or occurrence arising from a risk insured under this policy, notice thereof shall be given to the Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such accident or occurrence shall be forwarded promptly to the Company.
- (c) In respect of any accident or occurrence arising from a risk insured under this policy, the Insured is obligated to and shall take such steps to protect its (and the Company's) interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence.
- (d) The Company shall have the option of naming attorneys to represent the Assured in the defense of any claim, insured hereunder, made against the Assured, and the Company may exercise exclusive direction and control of the said defense. The Assured shall not assume any obligations, admit any liability, or incur any expense for which the company may be liable, without prior written approval.

Whenever required by the Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Company in all matters which the Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.

NO BENEFIT TO BAILEE

No person or organization, other than the Insured, having custody of the property insured hereunder, will benefit from this insurance.

OCCURRENCE CLAUSE

It is agreed that a sequence of damages arising directly or indirectly from the same peril shall be treated as one casualty.

OTHER INSURANCE

If other valid and collectible insurance exists protecting the Assured against a loss covered by this Policy, this Policy shall be null and void with respect to said loss whether the Assured is specifically named in such other policy of insurance or not; provided, however, that if the applicable Limit of Liability of such other valid and collectible insurance is not sufficient to protect the Assured against such loss, this policy shall apply, but only as excess insurance over such other valid and collectible insurance in an amount equal to the applicable Limit of Liability of this Policy and not as a contributing insurance.

POLLUTION EXCLUSION

This policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, liability, cost, expense, fine, or penalty of any kind or nature, whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly in consequence of, or with respect to, the actual, alleged, or potential or substantial threat of a discharge, emission, dispersal, spillage, release, escape or leakage, upon land, the atmosphere, or any watercourse or body of water of pollutants, including but not limited to oil, fuel, petroleum products, chemicals, toxic materials or substances, hazardous materials or substances, smoke, thermal irritants, vapors, soot, fumes, waste, waste materials, invasive organisms, acids, alkalis, irritants, contaminants or other similar substances.

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (MARCH 1, 2003)

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

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

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

020342

if fire is an insured peril;

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions;

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, Excluding however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

SEAWORTHINESS CLAUSE

Warranted that at the inception of this policy the vessel(s) shall be in a seaworthy condition and, thereafter, during the currency of the policy, the Insured shall exercise due diligence to keep the vessel(s) seaworthy, and in all regards fit, tight, properly manned, equipped and supplied.

STRIKES, RIOTS, ETC.

Warranted free of loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, malicious mischief or vandalism, civil commotions or the acts of any persons taking part in any such occurrence or disorder.

SUE AND LABOR CLAUSE

In case of any loss or misfortune, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; to the charges whereof the Company will contribute according to the Rate and Quantity of the sum herein insured. And it is especially declared and agreed that no acts of the Company or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE COMPANY

If any person or organization to or for whom the company makes payment under this insurance has rights to recover damages from another, all those rights are transferred to the company to the extent of the company's payment. That person or organization must do everything necessary to secure the company's rights and must do nothing after a loss to impair them. If the Company makes a recovery from any third party because of any damage or loss for which the company has made a payment under this insurance, the company shall be entitled to retain all the proceeds of such recovery up to the amount of the payment hereunder, plus all survey and adjustment expenses incurred on account of such damage or loss and all sums expended to effect such recovery, including but not limited to attorneys fees and expenses, fees and expenses of experts or appraisers, bonds and other costs.

ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

CONFLICT OF TERMS AND CONDITIONS

In the event that the aforesaid General Terms and Conditions conflict in any manner with the specific terms and conditions of the attached policy, the specific terms and conditions shall take precedence and be applicable.

SIGNATORY CLAUSE

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.

And A. Aruba

PRESIDENT

Sue C. Eshart

SECRETARY

020342

GAI 2731 (Ed. 05/20)

AMERICAN INSTITUTE COMMUNICABLE DISEASE EXCLUSION (June 4, 2020)

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

This insurance excludes coverage for:

- any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

DEFINITION

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

- **a.** 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
- **b.** the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- **c.** the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

Terrorism Premium (Certified Acts) \$ 0.00

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Table below) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

020342

GAI 2248 (Ed. 01/01)

Policy No. OMH 1441350 05

OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE AND VESSEL SCHEDULE

NAMED INSURED: HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FL

POLICY #: OMH 1441350 POLICY EFFECTIVE DATE: 10/01/2020

POLICY EXPIRATION DATE: 10/01/2021

HULL COVERAGE INFORMATION:

HULL COVERAGE FORM:

FORM #: GAI 2206 FORM NAME: TAYLOR FORM (SP-39C)

TOTAL HULL PREMIUM: \$ 10,327

WARRANTED THAT NO LAYUP RETURNS WILL BE ALLOWED UNDER THIS POLICY.

VESSEL SCHEDULE FOR GAI 2206 - TAYLOR FORM (SP-39C)

		-	-		
			LIABILITY		
			AGREED VALUE/		
		COVERAG	AMOUNT		
VESSEL#		E	INSURED	DEDUCTIBLE	PREMIUM
1	2004 15 Aluminum Airboat Name: DKP AIRBOAT	HULL	\$ 8,177	\$ SEE ENDT	\$ 253
2	16 Aluminum Jon Boat W/JOHNSON 25 OUTBOARD Name: LANDAU JONBOAT	HULL	\$ 2,250	\$ SEE ENDT	\$ 69
3	2009 14 Fiberglass Jon Boat W/JOHNSON 25 OUTBOARD Name: JONBOAT W/YAMAHA	HULL	\$ 11,250	\$ SEE ENDT	\$ 348
4	2010 15 Aluminum Airboat & TRAILER Name: DIAMONDBACK AIRBOAT	HULL	\$ 31,538	\$ SEE ENDT	\$ 975
5	10 Aluminum Workboat W/T-1301 WEEDOO & TRAILER Name: WEEDOO 300SBG	HULL	\$ 47,600	\$ SEE ENDT	\$ 1,471
6	2015 15 Aluminum Workboat W/2015 RAM-IN TRAILER Name: DIAMONDBACK AIRBOAT	HULL	\$ 38,479	\$ SEE ENDT	\$ 1,189
7	2016 18 Aluminum Workboat W/SUZUKI OUTBOARD Name: SEA ARK 18.7'	HULL	\$ 21,343	\$ SEE ENDT	\$ 659
8	2019 16 Aluminum Airboat Diamondback Name: 158AA Diamond Back	HULL	\$ 51,491	\$ SEE ENDT	\$ 1,591

VESSEL S	VESSEL SCHEDULE FOR GAI 2206 - TAYLOR FORM (SP-39C)					
VESSEL# 9	VESSEL DESCRIPTION 2019 16 Aluminum Airboat Diamondback	COVERAG E HULL	LIMIT OF LIABILITY AGREED VALUE/ AMOUNT INSURED \$ 51,491	DEDUCTIBLE \$ SEE ENDT	PREMIUM \$ 1,591	
10	Name: 158AA-450 Diamond Back 2019 16 Aluminum Airboat Diamondback	HULL	\$ 51,491	\$ SEE ENDT	\$ 1,591	
	Name: 158AA-450 Diamond Back					

NAVIGATION &/OR TRADING WARRANTY

Navigation &/Or Trading Warranty:

WARRANTED THAT THE INSURED VESSEL (S) BE CONFINED TO THE INLAND AND COASTAL WATER OF THE STATE OF FLORIDA NOT TO EXCEED 5 MILES OFFSHORE.

The Navigation &/Or Trading Warranty listed applies to the vessel(s) listed below:

Vessel No.	Vessel Description
1	2004 15 Aluminum Airboat Name: DKP AIRBOAT
2	16 Aluminum Jon Boat W/JOHNSON 25 OUTBOARD Name: LANDAU JONBOAT
3	2009 14 Fiberglass Jon Boat W/JOHNSON 25 OUTBOARD Name: JONBOAT W/YAMAHA OUTBOARD
4	2010 15 Aluminum Airboat & TRAILER Name: DIAMONDBACK AIRBOAT
5	10 Aluminum Workboat W/T-1301 WEEDOO & TRAILER Name: WEEDOO 300SBG
6	2015 15 Aluminum Workboat W/2015 RAM-IN TRAILER Name: DIAMONDBACK AIRBOAT
7	2016 18 Aluminum Workboat W/SUZUKI OUTBOARD Name: SEA ARK 18.7'
8	2019 16 Aluminum Airboat Diamondback Name: 158AA Diamond Back
9	2019 16 Aluminum Airboat Diamondback Name: 158AA-450 Diamond Back
10	2019 16 Aluminum Airboat Diamondback Name: 158AA-450 Diamond Back

TAYLOR FORM (SP-39C) 1953 (Rev. 70) In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned, this Company does hereby insure: SEE DECLARATIONS PAGE

5 Assured: SEE DECLARATIONS PAGE

6 Whose address is: SEE DECLARATIONS PAGE

7 Loss, if any, payable to Assured or Order SEE LOSS PAYABLE SCHEDULE IF APPLICABLE

8 Upon the SEE DECLARATIONS PAGE

- 9 Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment,
- **10** stores, boats and furniture.

11 From SEE DECLARATIONS PAGE until SEE DECLARATIONS PAGE.

12	AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
	\$ See Dec Page	Agreed %	\$ See Dec Page	\$ See Dec Page

13 Touching the adventures and perils which this Company is contented to bear and take upon itself, they

14 are of the waters named herein, fire, lightning, earthquake, assailing thieves, jettisons, barratry of the

master and mariners and all other like perils that shall come to the hurt, detriment or damage of thevessel named herein.

- 17 This insurance also covers loss of or damage to the vessel named herein caused by explosion on18 shipboard or elsewhere.
- This insurance also covers loss of or damage to the vessel named herein directly caused by:
 Accidents in loading, discharging or handling cargo, or in bunkering;
- Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or pontoons;
- 23 Breakdown of motor generators or other electrical machinery and electrical
- 24 connections thereto, bursting of boilers, breakage of shafts, or any latent defect in
- 25 the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);
- 26 Breakdown of or accidents to nuclear installations or reactors not on board the
- 27 vessel named herein;
- 28 Contact with aircraft, rockets or similar missiles, or with any land conveyance;
- 29 Negligence of charterers and/or repairers, provided such charterers and/or repairers are not
 30 Assured(s) hereunder;
- 31 Negligence of master, mariners, engineers or pilots;

020342

provided such loss or damage has not resulted from want of due diligence by the Assured, the ownersor managers of the vessel, or any of them.

34 General average, salvage and special charges payable as provided in the contract of affreightment, or

35 failing such provision, or there be no contact of affreightment, payable in accordance with the laws and

36 usages of the Port of New York. Provided always that when an adjustment according to the laws and

- usages of the port of destination is properly demanded by the owners of the cargo, general
- **38** average shall be paid in accordance with same.

39 And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision 40 with any other ship or vessel other than her tow, if any, and the assured in consequence of the vessel 41 named herein being at fault shall become liable to pay and shall pay by way of damages to any other 42 person or persons any sum or sums in respect of such collision, this Company will pay its proportion of 43 such sum or sums so paid as the amount insured hereunder bears to the agreed valuation of the vessel 44 named herein, provided, always that this Company's liability in respect of any one such collision shall not 45 exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has 46 been contested or proceedings have been taken to limit liability, with the consent in writing of this 47 Company, this Company will also pay a like proportion of the costs which the assured shall thereby 48 incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such vessels becomes limited by law, claims under this Collision Liability Clause 49 shall be settled on the principle of cross liabilities as if the owners of each vessel had been 50 51 compelled to pay to the owners of the other of such vessels such one-half or other proportion 52 of the latter's damages as may have been properly allowed in ascertaining the balance or sum 53 payable by or to the Assured in consequence of such collision. Provided always that this clause shall in no case extent to any sum which the assured may directly, indirectly, or otherwise incur or 54 55 become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or 56 neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting 57 therefrom; loss of, or damage to, or expense, including demurrage and/or loss of use thereof, in 58 connection with any fixed or movable object, property or thing of whatever nature (excepting other 59 vessels and property thereon); loss of or damage to her tow; cargo, baggage or engagements of 60 the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of, any person. And 61 provided also that in the event of any claim under this clause being made by anyone other than the owners of the vessel named herein, he shall not be entitled to recover in respect of any liability to 62 63 which the owners of the vessel as such would not be subject, nor to a greater extent that the owners 64 would be entitled in such event to recover.

65 In case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery 66 of the vessel named herein, or any part thereof, without prejudice to this insurance, to the 67 charges whereof this Company will contribute as hereinafter provided. It is agreed that the acts of the 68 69 assured or this Company, or their agents, in recovering, saving and preserving the property insured in 70 case of disaster shall not be considered a waiver or an acceptance of an abandonment, nor as affirming 71 or denying any liability under this policy; but such acts shall be considered as done for the benefit of 72 all concerned, and without prejudice to the rights of either party.

73 Warranted that in case of any casualty or loss which may result in a claim under this policy the assured 74 shall give this Company prompt notice thereof and reasonable opportunity to be represented on a survey 75 of the damage, each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the damage and the work required to make the damage good. 76 77 If the two surveyors agree, such specifications shall be binding on both this Company and the 78 assured, subject nevertheless to policy terms and conditions and the question of whether or not the 79 disaster and resulting loss or damage are covered by this policy. In the event the two surveyors 80 cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either 81 party hereto may apply to the United States District Court for the district in which the home port of 82 the vessel named herein is located for the appointment of an umpire, pursuant to the United States 83 Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the

020342

- 84 specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the
- 85 Company shall be dissatisfied with the terms which the Assured may obtain for the repair of the damage
- as specified by said survey, then this Company may require the surveyors or the umpire to submit the
- 87 specifications prepared as aforesaid to such shipyard, repair men, boat builders and shipwrights, as may
- be selected by such surveyors or the umpire, with a request for bids for such repairs. If after
 reception of such bids, the Assured shall elect to accept some other bid than that of the lowest bidder,
- 90 this Company shall be liable only for its proportion of so much of the sum actually expended
- 91 to effect repairs specified by the surveyors for its account as does not exceed said lowest bid.
- 92 In no event however shall this Company respond for an amount in excess of its proportion
- 93 of the amount actually expended by the assured in effecting such repairs.
- 94 With respect to physical loss or damage to the vessel named herein this Company shall be liable only for95 such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.
- 96 In the event of expenditure under the Sue and Labor Clause, this Company will pay the proportion of
- 97 such expenses that the amount insured hereunder bears to the agreed valuation of the vessel named
- 98 herein, or that the amount insured hereunder, less loss and/or damage payable under this policy, bears
- **99** to the actual value of the salved vessel, whichever proportion shall be less.
- 100 When the contributory value of the vessel named herein is greater than the agreed valuation, stated
- 101 herein the liability of this Company for general average contribution (except in respect of amount
- **102** made good to the vessel) or salvage shall not exceed that proportion of the total contribution due from
- 103 the vessel that the amount insured hereunder bears to the contributory value; and if because of damage
- for which this Company is liable as particular average the value of the vessel has been reduced forthe purpose of contribution, the amount of the particular average claim under this policy shall be
- 106 the purpose of common of the amount of the particular average claim under this policy shall 106 deducted from the amount insured hereunder and this Company shall be liable only for the
- **107** proportion which such net amount bears to the contributory value.
- 108The sum of SEE DECLARATIONS PAGE shall be deducted from the total amount of any or all claims109(including claims for sue and labor, collision liability, general average and salvage charges) resulting
- from any one accident. This deduction does not apply to claims for total or constructive total loss.
- For the purpose of this clause each accident shall be treated separately, but it is agreed that a
- **112** sequence of damages arising from the same accident shall be treated as due to that accident.
- 113 In case of loss, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have
- been made and presented to this Company, (the amount of any indebtedness due this Company from the
- **115** assured or any other party interested in this policy being first deducted).
- 116 Upon making payment under this policy the Company shall be vested with all of the assured's rights
- of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver
- **118** instruments and papers and do whatever else is necessary to secure such rights.
- 119 Any agreement, contract or act, past or future, expressed or implied, by the Assured whereby any right
- 120 of recovery of the Assured against any vessel, person or corporation is released, decreased,
- transferred or lost which would, on payment of claim by this Company, belong to this Company but
- for such agreement, contract or act shall render this policy null and void as to the amount of
- any such claim, but only to the extent and to the amount that said agreement, contract or act
- releases, decreases, transfers, or causes the loss of any right of recovery of this Company, but
- the Company's right to retain or recover the full premium shall not be affected.
- 126 This Company shall have the option of naming the attorneys who shall represent the assured in the
- 127 prosecution or defense of any litigation or negotiations between the assured and third parties
- 128 concerning any claim, loss or interest covered by this policy, and this Company shall have the direction
- 129 of such litigation or negotiations. If the Assured shall fail or refuse to settle any claim as authorized
- by the Company, the liability of the Company to the assured shall be limited to the amount for which
- **131** settlement could have been made.

132 It is a condition of this Policy that no suit, action or proceeding for the recovery of any claim for

133 physical loss of or damage to the vessel named herein shall be maintainable in any court of law or equity

134 unless the same be commenced within twelve (12) months next after the calendar date of the happening

135 of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws

136 of the state within which this policy is issued such limitation is invalid, then any such claim shall be

void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by

138 the laws of such state, to be fixed herein.

139 In event of damage, cost of repairs to be paid without deduction of one-third, new for old.

140 If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably

141 incurred in excess of any proceeds realized or value recovered, the amount payable under this policy

142 will be the proportion of such excess that the amount insured hereunder (without deduction for loss or

damage) bears to the agreed valuation or the sound value of the vessel named herein at the time of

144 the accident, whichever value was greater.

- 145 It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition146 to a total or constructive total loss.
- 147 No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and148 repairing the vessel named herein shall exceed the agreed valuation.
- 149 In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be
 150 taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or
 151 wreck shall be taken into account.
- 152 In the event of total or constructive total loss, no claim to be made by this Company for freight, whether153 notice of abandonment has been given or not.

Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the
vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in
full force and effect, but in no case beyond the termination of this policy.

157 Warranted by the Assured that there shall be no other insurance covering physical loss or damage to the

vessel named herein other than that which is provided in lines **13** through **33** hereof but permission is

159 granted to carry other insurance of whatever kind or nature not covered by this policy or additional160 amounts of insurance of the kind or nature covered by this policy other than as provided

161 in lines 13 through 33.

162 This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned,

- transferred or pledged, or if there be any change of management or charter of the vessel, without theprevious consent in writing of this Company.
- 165 Notwithstanding anything to the contrary contained in this policy, this insurance is warranted free from 166 any claim for loss damage or expense caused by or resulting from capture, seizure, arrest, restraint 167 or detainment, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by 168 requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also 169 from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any 170 171 fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless 172 caused directly (and independently of the nature the voyage or service which the vessel concerned or, 173 in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a 174 belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, 175 military or air forces in association with a power; also warranted free, whether in time of peace of war, 176 from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission
- and/or fusion or other reaction or radioactive force or matter.

020342

- Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civilstrife arising therefrom, or piracy.
- 180 If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede
- the above warranty only to the extent that their terms are inconsistent and only while such warrisk endorsement remain in force.

183 Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances,184 civil commotions, riots, martial law, military or usurped power or malicious acts.

185 Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company186 pro rata rates, if at the request of the Assured short rates, will be charged - and arrival.

Navigation Limits - Special Conditions - Endorsements, etc.

187

020342

AMERICAN INSTITUTE S.R. & C.C. ENDORSEMENT (HULLS) SEPTEMBER 8, 1959

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after "SEE DECLARATIONS PAGE."

In accordance with the following clause:

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F.C. & S Clause within the POLICY "vandalism," "sabotage," and "malicious mischief," as used herein, shall be construed to include willful or malicious physical injury to or destruction of the described property caused by acts committed by an agent of any government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described is situated.

Until further notice the Assured shall pay for the additional protection afforded by the above Clause, an additional premium of **INCLUDED**. The Underwriters have the right nevertheless to change this premium at any time on 15 days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation be given to the Underwriters. The premium may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

HULL AMENDATORY ENDORSEMENTS

It is hereby understood and agreed that the following additions to and/or amendments of the printed forms of this policy are hereby made a part of this policy:

ENGINES AND MACHINERY - ACTUAL CASH VALUE ENDORSEMENT

This clause only applies to the vessel(s) listed below:

Vessel No.	Vessel Description
1	2004 15 Aluminum Airboat Name: DKP AIRBOAT
2	Aluminum Jon Boat W/JOHNSON 25 OUTBOARD Name: LANDAU JONBOAT
3	2009 14 Fiberglass Jon Boat W/JOHNSON 25 OUTBOARD Name: JONBOAT W/YAMAHA OUTBOARD
4	2010 15 Aluminum Airboat & TRAILER Name: DIAMONDBACK AIRBOAT
5	Aluminum Workboat W/T-1301 WEEDOO & TRAILER Name: WEEDOO 300SBG
6	2015 15 Aluminum Workboat W/2015 RAM-IN TRAILER Name: DIAMONDBACK AIRBOAT
7	2016 18 Aluminum Workboat W/SUZUKI OUTBOARD Name: SEA ARK 18.7'

This Policy is amended as follows:

For loss, damage, or expense to Engines and Machinery each claim shall be adjusted separately and the Company will only pay the actual cost of repair or replacement with material of like kind and quality, less deduction for depreciation;

In the event of a Total Loss or Constructive Total Loss of the Named Vessel this clause does not apply.

MACHINERY LATENT DEFECT WARRANTY

Warranted that this policy excludes loss, damage, expense or claim arising out of any latent defect in machinery.

The deductible described below applies to the following vessel:

2004 15 Aluminum Airboat Name: DKP AIRBOAT

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

16 Aluminum Jon Boat W/JOHNSON 25 OUTBOARD Name: LANDAU JONBOAT

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2009 14 Fiberglass Jon Boat W/JOHNSON 25 OUTBOARD Name: JONBOAT W/YAMAHA OUTBOARD

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2010 15 Aluminum Airboat & TRAILER Name: DIAMONDBACK AIRBOAT

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

10 Aluminum Workboat W/T-1301 WEEDOO & TRAILER Name: WEEDOO 300SBG

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2015 15 Aluminum Workboat W/2015 RAM-IN TRAILER Name: DIAMONDBACK AIRBOAT

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2016 18 Aluminum Workboat W/SUZUKI OUTBOARD Name: SEA ARK 18.7'

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2019 16 Aluminum Airboat Diamondback Name: 158AA Diamond Back

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2019 16 Aluminum Airboat Diamondback Name: 158AA-450 Diamond Back

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

The deductible described below applies to the following vessel:

2019 16 Aluminum Airboat Diamondback Name: 158AA-450 Diamond Back

For Hull coverages as described below:

\$1,000 PER OCCURRENCE, EXCEPT IN CASE OF WIND STORM IN WHICH CASE THE DEDUCTIBLE IS 5% OF HULL VALUE SUBJECT TO A MINIMUM OF \$1,000 PER VESSEL.

ADDITIONAL EQUIPMENT SCHEDULE

In consideration of the premium charged, \$ 590.00, the Hull Coverage form on this policy is extended to cover the following scheduled property:

ITEM LIMIT OF NO. DESCRIPTION INSURANCE DEDUCTIBLE \$ \$ 1 TRAILER 540 1,000 MAGIC TILT TRAILER 2 \$ 2,500 \$ 1,000 OUTBOARD MOTOR **40 HP MERCURY OUTBOARD** 3 TRAILER \$ 2,657 \$ 100 2016 CONTINENTAL TRAILER \$ 4 TRAILER 1,800 \$ 1,000 ROAD KING TRAILER \$ 5 TRAILER 3,000 \$ 1,000 TRIPLE TRAILER CROWN VIN # 1JXNU614B7F10S3886 6 2019 TRAILER \$ 4,970 \$ 1,000 S-Airboat Tandem 214 Trailer Builder: Ram-Lin 7 2019 TRAILER \$ 4,970 \$ 1,000 S-Airboat Tandem 214 Trailer Builder: Ram-Lin TRAILER \$ 8 2019 4,970 \$ 1,000 S-Airboat Tandem 214 Trailer Builder: Ram-Lin

EQUIPMENT, PROPERTY OF THE INSURED

020342

AMERICAN INSTITUTE CYBER EXCLUSION CLAUSE

(11/06/2015)

This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) inconsistent therewith.

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from:

- 1. any "malicious act" involving the use of any "computer system", "electronic data communication system", "computer virus", or process or any other electronic system; and/or
- 2. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
- **3.** any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section **1**. above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

Definitions

"**Computer system**" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output; processing, storage, and off-line media libraries.

"**Computer virus**" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data."

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system," microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program."

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system," microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system," microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media."

020342

"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

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: <u>220 S. Ridgewood Ave, #210, Daytona Beach, FL 32114</u>

Quarter: ______ Premium: ______ FSLSO Service Fee: Tax:_____ Other Fees:

FSLSO 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:

RobertRussell



X^L Insurance







505 Eagleview Boulevard Suite 100 Exton, PA 19341-0636 USA Phone 800 327 1414 +1 610 968 9500 Fax +1 610 458 8667 axaxl.com/insurance

October 9, 2020

Ms. Sherri Bennett HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA 600 S. Commerce Avenue Sebring, FL 33870

RE: CLAIMS REPORTING PROCEDURES

Dear Ms. Bennett:

Thank you for placing your insurance coverage(s) with the Environmental Unit of AXA XL. A key element of the insurance protection you have purchased is timely, efficient and fair claim handling.

In the event of a claim or a potential claim, there are actions you are required to take to protect your rights and potential recovery. Please review the guidelines attached and be sure responsible individuals in your organization are familiar with those requirements.

Should any problems or questions arise concerning claims reporting procedures, you may contact AXA XL

Claims staff at 1-800-432-2481.

Sincerely,

Lynda Sergeant

Lynda Sergeant Underwriter Facilities AXA XL

Enclosures

CC: Ms. Robin Russell Risk Management Associates, Inc dba Public Risk Ins Agency 220 South Ridgewood Avenue Po Box 2416 Daytona Beach, FL 32115

ACCOUNT # 0005179400





POLLUTION LIABILITY PROFESSIONAL LIABILITY

- 1. Immediately notify the Company of a loss.
- 2. Complete the Notice of Claim and e-mail a copy to:

mailto:napropcasclaimnewnotices@axaxl.com

An alternative is to mail Notice to:

XL Group Insurance c/o ACS, Inc. PO Box 614002 Orlando, FL 32861-4002

- 3. Spills or Releases involving Hazardous Materials or Petroleum Products require an immediate phone call to AXA XL Claims at 800-432-2481. This toll-free number is manned 24-hours a day, 365 days a year.
- 4. Questions should be directed to AXA XL Claims staff at 800-327-1414 or by Fax to 610-458-6653.





POLLUTION AND PROFESSIONAL LIABILITY POLICY CLAIMS - NOTICE OF CLAIM

E-mail To: napropcasclaimnewnotices@axaxl.com					
Or Mail To:	AXA XL Insurance c/o ACS, Inc. PO Box 614002				
	Orlando, FL 32861-4002				
Today's Date:	<u> </u>	Date of Loss:			
INSURED					
Company:					
	Phone:				
Address: _					
AGENCY OR E					
Agency Name:		Phone:			
Address:					
Add1033					
POLICY INFOR	RMATION				
Policy Num	iber:		Policy Term:		
	bility:				
	· · · · ·	(Occurrence)		(Aggregate)	
Date Notice	e of Loss Received:	· · · ·			
Self-Insured Retention:					
LOSS INFORMATION					
Claimant N	ame:				
Claimant Address:					

Location of Loss:

Description of Loss: _____

Person Filing Notice of Loss _____ Phone: _____ Phone: _____

FRAUD WARNINGS

NOTICE TO ALASKA CLAIMANTS: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

NOTICE TO ARIZONA CLAIMANTS: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

NOTICE TO ARKANSAS CLAIMANTS: Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA CLAIMANTS: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO CLAIMANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DELAWARE CLAIMANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO D.C. CLAIMANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the claimant.

NOTICE TO FLORIDA CLAIMANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII CLAIMANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

NOTICE TO IDAHO CLAIMANTS: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO INDIANA CLAIMANTS: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

NOTICE TO KENTUCKY CLAIMANTS: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA CLAIMANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE CLAIMANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND CLAIMANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA CLAIMANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW HAMPSHIRE CLAIMANTS: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in section 638:20.

NOTICE TO NEW JERSEY CLAIMANTS: Any person who knowingly files a statement of claim containing any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO CLAIMANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK COMMERCIAL INSURANCE CLAIMANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and shall be also subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO NEW YORK CLAIMANTS FOR AUTOMOBILE INSURANCE: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

NOTICE TO NEW YORK CLAIMANTS FOR FIRE INSURANCE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing an false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of the any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

NOTICE TO OHIO CLAIMANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

NOTICE TO PENNSYLVANIA CLAIMANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA CLAIMANTS FOR AUTO INSURANCE: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

NOTICE TO PUERTO RICO CLAIMANTS: WARNING: Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO TENNESSEE CLAIMANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA CLAIMANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON CLAIMANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE TO WEST VIRGINIA CLAIMANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER STATE CLAIMANTS: Any person who knowingly includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

THE CLAIMANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

Signature of Claimant

Printed Name

Date

(Fraud Language Revised 7/09)

FLORIDA

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.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

FLORIDA

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL: 1-800-622-7311 AXA XL SEAVIEW HOUSE 70 SEAVIEW AVENUE STAMFORD, CT 06902-6040

PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

- 1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
- 2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
- 3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
- 4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
- 5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
- 6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
- 7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
- 8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

- Transactions We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is
	guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an
	insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM
	FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE
	INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME
	AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
	All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.
	Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.
	The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
	 WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: obtaining any benefit or payment, increasing any claim for benefit or payment, or obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
	Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
	Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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 Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, 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, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract. When an insurance policy is considered to be such a blocked or fore or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of terrorism has changed. As defined in Section 102(1) of Act: The term "act of terrorism" now means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits the United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one program year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

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X^L Insurance



Regulatory Office 505 Eagleview Blvd., Suite 100 Dept: Regulatory Exton, PA 19341-1120 Telephone: 800-688-1840

COMPANY PROVIDING COVERAGE: Indian Harbor Insurance Company

ENVIRONMENTAL MUNICIPALITY POLICY

POLLUTION AND REMEDIATION LEGAL LIABILITY DECLARATIONS

This is a "claims-made and reported" Policy. For coverage to apply, a **Claim** must be first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period. However, this does not apply to coverages provided under A.2., B.1., B.2., and C.2. stated in SECTION I – INSURING AGREEMENT. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of Legal Expense we are responsible to pay.

Polic	y Number:	PEC003164010
Renewal of:		PEC003164009
(1)	First Named Insured:	HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
	Address:	600 S. COMMERCE AVENUE
	City/State/Zip Code:	SEBRING, FL 33870

(2) Policy Period:

From: October 1, 2020 To: October 1, 2021

12:01 a.m. standard time at your mailing address shown in Item (1) above.

(3) Aggregate Limits of Liability:

a. \$ 2,000,000 Policy Aggregate Limit of Liability

EVPRLD 0419

Legal Expense Aggregate Limit of Liability, in addition to the Policy Aggregate Limit of Liability, available for A. Your Location Coverage, C. Contingent Transportation Coverage, and D. Non-Owned Disposal Site b. 200,000 \$ Coverage.

(4) Specific Coverages, Limits of Liability, Self-Insured Retention Amounts, Retroactive Date(s), and **Reverse Retroactive Date(s):**

This Policy includes the coverages stated in SECTION I - INSURING AGREEMENTS, for which Limits of Liability, a Self-Insured Retention Amount, and Retroactive Date or Reverse Retroactive Date, if applicable, are shown below. If Limits of Liability and a Self-Insured Retention Amount are not shown below for a specific coverage, that specific coverage does not apply.

Α. Your Location Coverage:

\$	1,000,000	Your Location Limit of Liability for each Pollution Condition		
\$	2,000,000	Your Location Aggregate Limit of Liability		
\$	25,000	Your Location Self-Insured Retention Amount for each Pollution Condition		
Ret	roactive Date:	See Endorsement #004		
Reverse Retroactive Date:		ate: Not Included		
Emergency Remediation Expense Coverage:				

Β.

Emergency Remediation Expense Limit of Liability for each Pollution Condition \$ 500,000

- Emergency Remediation Expense Aggregate Limit of Liability \$ 500,000
- Emergency Remediation Expense Self-Insured Retention Amount for each Pollution Condition \$ 25,000

С. **Contingent Transportation Coverage:**

- Contingent Transportation Limit of Liability for each Pollution Condition \$ 1,000,000
- Contingent Transportation Aggregate Limit of Liability \$ 2,000,000
- Contingent Transportation Self-Insured Retention Amount for each 25,000 \$ **Pollution Condition**

D. <u>Non-Owned Disposal Site Coverage</u>:

	\$ 1,000,000	Non-Owned Disposal Site Limit of Liability for each Pollution Condition
	\$ 2,000,000	Non-Owned Disposal Site Aggregate Limit of Liability
	\$ _25,000	Non-Owned Disposal Site Self-Insured Retention Amount for each Pollution Condition
	Retroactive Date:	October 1, 2016
	Reverse Retroactive I	Date: Not Included
(5)	Policy Premium: a. Premium for Certified Acts of T	\$ 42,542 errorism: \$ 421.00 (Included in Item (5). above)
(6)	Minimum Earned Premium:	25 %

(7) Endorsements attached to this Policy at issuance:

Endorsement Number	Endorsement Form	Endorsement Title
	PN FL 10 0909	Notice To Policyholders - Florida
	PN FL 03 0119	FLorida Notice (Complaint)
	PN CW 02 0119	Privacy Policy
	PN CW 01 0719	Notice To Policyholders - Fraud Notice
	PN CW 05 0519	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
	PN105 01 15 T	Policyholder Disclosure Notice of Terrorism Insurance Coverage
	EVPRL MUNI CP 0419	Pollution And Remediation Legal Liability Policy
	IL MP 9104 0314 IHIC	In Witness - Indian Harbor Insurance Company
Endorsement No. 001	EVPRL930A-FL 0419	State of FLorida Coverage for Certified Acts of Terrorism Subject to CAP and Coverage for Other Acts of Terrorism Outside the United States
Endorsement No. 002	EVPRL001A 0820	Your Location(s) Schedule Including Request for Additional Your Location(s)
Endorsement No. 003	EVPRL003A 0419	Your Location(s) Schedule Amendment For Inadvertent Failure To Schedule Your Location(s)
Endorsement No. 004	EVPRL015A 0820	Retroactive Date(s) for Specific Your Location(s)
Endorsement No. 005	EVPRL418A 0419	Mold Matter Exclusion
Endorsement No. 006	EVPRL020A 0419	Non-Owned Disposal Site(s) Schedule with Specific Retroactive Date
Endorsement No. 007	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No. 008	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No.	MANUS-US (01/10)	Manuscript Endorsement

EVPRLD 0419

009		
Endorsement No.		
010	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No.		
011	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No.		
012	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No.		
013	MANUS-US (01/10)	Manuscript Endorsement
Endorsement No.		
014	XL-FLSOP 0118	Service of Process

Broker Name:

City/State/Zip Code:

Address:

Risk Management Associates, Inc dba Public Risk Ins Agency 220 South Ridgewood Avenue Po Box 2416 Daytona Beach, FL 32115

Joseph a Ton

KERE 10/09/2020 MSOA 0005179400 (Authorized Representative)

ENVIRONMENTAL MUNICIPALITY POLICY

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

This is a "claims-made and reported" Policy. For coverage to apply, a **Claim** must be first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period. However, this does not apply to coverages provided under A.2., B.1., B.2., and C.2. stated in SECTION I – INSURING AGREEMENT. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of **Legal Expense** we are responsible to pay.

Throughout this Policy, the words "we", "us", and "our" mean the Company stated in the Declarations. The words "you" and "your" mean the **Insured**.

Words that are **bolded**, except for caption headings, have the meaning set forth in SECTION III – DEFINITIONS, whether expressed in singular or plural throughout this Policy.

In consideration of the payment of premium, in reliance upon the Application and subject to the Declarations and the terms and conditions of this Policy, we agree with you as follows:

SECTION I - INSURING AGREEMENTS

A. Your Location Coverage

We will pay on your behalf for **Pollution Loss**, as a result of a **Pollution Condition** on, at, under or migrating from **Your Location** that first commenced on or after the **Retroactive Date**, if applicable, and first commenced prior to the **Reverse Retroactive Date**, if applicable, provided that:

- (i) the Pollution Condition results in a Claim against you; (ii) the Claim is for Pollution Loss that you become legally obligated to pay; and (iii) the Claim is first made against you during the Policy Period and reported to us, in writing, during the Policy Period, or, where applicable, the Extended Reporting Period; or
- 2. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

B. <u>Emergency Remediation Expense Coverage</u>

We will indemnify you for **Emergency Remediation Expense** incurred by you, as a result of a **Pollution Condition** on, at, under or migrating from **Your Location**, provided that:

- 1. the **Emergency Remediation Expense** is incurred within seventy-two (72) hours of the commencement of the **Pollution Condition**; and
- 2. the **Pollution Condition** and notice of the **Emergency Remediation Expense** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first.

C. <u>Contingent Transportation Coverage</u>

We will pay on your behalf for **Pollution Loss**, as a result of a **Pollution Condition** that first commences and finally ends during the course of **Transportation** by a **Carrier**, provided that:

1. the Transportation takes place during the Policy Period, and

EVPRLCP 0419

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- 2. the **Pollution Condition** is first discovered during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period; or
- 3. (i) the **Pollution Condition** results in a **Claim** against you; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

D. Non-Owned Disposal Site Coverage

We will pay on your behalf for **Pollution Loss**, as a result of a **Pollution Condition** on, at, under or migrating from a **Non-Owned Disposal Site** that first commenced on or after the **Retroactive Date**, if applicable, and first commenced prior to the **Reverse Retroactive Date**, if applicable, provided that:

- 1. the **Pollution Condition** arises from **Pollutants** generated by you that originate from **Your Location**;
- 2. the Pollution Condition results in a Claim against you; and
- **3.** the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

This coverage also applies to any **Non-Owned Disposal Site** that is identified in the Non-Owned Disposal Site Schedule, if endorsed onto this Policy.

SECTION II - SUPPLEMENTAL COVERAGES

The following Supplemental Coverages are afforded under this Policy. Any amounts paid under these coverages do not qualify as **Pollution Loss** or **Emergency Remediation Expense**. In no event will we pay more than the Limits of Liability specified below. The Limits of Liability for each of the following Supplemental Coverages are separate from and in addition to the Limits of Liability for the coverages in SECTION I - INSURING AGREEMENTS of this Policy, and payments made under these Supplemental Coverages do not erode the Aggregate Limits of Liability of this Policy. No Self-Insured Retention Amount applies to these Supplemental Coverages.

A. <u>Disaster Response Expense Coverage</u>

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a **Pollution Condition** on, at, under or migrating from **Your Location**, that has or is likely to result in a **Media Event**. This limit of liability is the most we will pay regardless of the number of **Pollution Condition(s)**.

B. Green Building Materials Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you in the use of **Green Building Materials**, even when the use of such materials is not necessary, as part of **Restoration Costs** when otherwise covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Pollution Condition(s)**.

C. <u>Litigation Expense Coverage</u>

We will indemnify you up to an aggregate limit of liability of \$25,000 for the actual loss of earnings and reasonable and necessary expenses incurred by you for attendance at depositions, hearings, arbitrations, **Mediation** or trials, at our written request, for **Claim(s)** covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Claim(s)**, events or persons attending.

D. <u>Subpoena Expense Coverage</u>

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for reasonable and necessary fees and costs of counsel retained by us to advise you regarding the production of subpoenaed documents or to represent you while preparing for or giving testimony in response to a subpoena that is both served on you during the **Policy Period** and reported by you to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period, and arises from a **Pollution Condition** on, at, under or migrating from **Your Location**. This limit of liability is the most we will pay regardless of the number of subpoenas served.

SECTION III - DEFINITIONS

A. Additional Insured means:

- 1. any person or entity endorsed onto this Policy as an Additional Insured;
- 2. all of your first mortgagees for loans on Your Location; or
- 3. any person or entity, as required by a written contract or agreement signed by the **First Named Insured**, provided that such written contract or agreement is signed by the **First Named Insured** prior to the commencement of the **Pollution Condition**.

Coverage for such Additional Insured only applies for:

- a. a **Pollution Condition** on, at, under or migrating from **Your Location**;
- b. the person's, entity's or mortgagee's liability, to the extent permitted by law, arising out of the **First Named Insured's** ownership, occupation, development, operation, maintenance, financing or use of **Your Location**; and
- c. only if the person, entity or mortgagee is named in a suit as a co-defendant with the **First Named Insured**, alleging that the person or entity is liable on the basis described in Subsection A.3.b. immediately above,

If coverage is required by a written contract or agreement, under Subsection A.3. referenced above, the most we will pay on behalf of the **Additional Insured** is the lesser of: (i) the amount of insurance required by the written contract or agreement; or (ii) the amount of insurance available under the applicable Limit of Liability set forth in Item (4) of the Declarations. Coverage shall not increase the applicable Limit of Liability set forth in Item (4) of the Declarations.

- B. Additional Named Insured means any person or entity endorsed onto this Policy as an Additional Named Insured, but solely with respect to the liability of such person or entity as a result of their ownership, occupation, development, operation, maintenance, financing or use of Your Location.
- C. Bodily Injury means each of the following caused by a Pollution Condition:
 - 1. physical injury, sickness, disease or building related illness sustained by any person, including death resulting therefrom, and any accompanying medical or environmental monitoring; or

EVPRLCP 0419

- 2. mental anguish, emotional distress, or shock, sustained by any person.
- D. Business Personal Property of Others means property of others located on or at Your Location, consisting of the following:
 - **1.** furniture and fixtures;
 - **2.** machinery and equipment;
 - 3. all other personal property not owned by you but used in your business; or
 - 4. leased **Business Personal Property of Others** for which you have a contractual responsibility to insure.

Business Personal Property of Others does not include your interest as tenant in improvements and betterments. For use of this definition, improvements and betterments means fixtures, alterations, installations or additions:

- a. made a part of the building or structure you do not own; or
- b. acquired or made at your expense and which cannot legally be removed.
- E. Carrier means any person or entity, other than you or any of your subsidiaries or affiliate companies, engaged by you or on your behalf, licensed and in the business of transporting property for hire by land motor vehicle, trailer, semi-trailer, mobile equipment or watercraft.
- F. Claim means any written demand, notice, or assertion of a legal right, alleging liability or responsibility on your part, and includes, but is not limited to, a lawsuit, petition, order or government or regulatory action commenced against you.
- G. Emergency Remediation Expense means Remediation Expense incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the Pollution Condition on, at, under or migrating from Your Location where any delay on your part would cause immediate injury to any person or immediate damage to any property.
- H. First Named Insured means the person or entity stated in Item (1) of the Declarations.
- I. Green Building Materials means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:
 - 1. being environmentally preferable or sustainable; or
 - **2.** providing enhanced energy efficiency.
- J. Insured means:
 - 1. the First Named Insured and its parent company;
 - 2. any Additional Insured;
 - 3. any Additional Named Insured endorsed onto this Policy;
 - 4. the **First Named Insured's** or any **Additional Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;

EVPRLCP 0419

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- 5. the First Named Insured's or any Additional Named Insured's current and former employees, including a Leased Worker, but solely while acting within the course and scope of their employment or leased worker agreement;
- 6. the First Named Insured's heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the First Named Insured otherwise insured herein;
- 7. any entity of the **First Named Insured** in which the **First Named Insured** or entity thereof did or does have at least a fifty percent (50%) or more ownership interest, or management control over, by written agreement;
- 8. any entity for which the **First Named Insured** or any entity that falls under Subsection J.7. referenced immediately above has the responsibility, by written contract or agreement, of placing insurance, but only to the extent of the tort liability of the **First Named Insured** or any entity that falls under Subsection J.7. referenced immediately above;
- **9.** any present or former member, director, officer, shareholder, partner, trustee, employee, spouse, **Leased Worker** of Subsections J.7. and J.8. referenced immediately above, while any of the foregoing are acting within the course and scope of their duties as such; and
- **10.** the **First Named Insured** to the extent of its participation in a legal entity, including a limited liability company or joint venture, but only to the extent of the **First Named Insured's** legal liability under the respective legal entity.
- K. Insured Contract means that part of any written contract or agreement, listed in the Insured Contract Schedule endorsed onto this Policy, under which you assume the tort liability of another party to pay compensatory damages for Bodily Injury, Property Damage or Remediation Expense to a third-person or entity, provided that such written contract or agreement is signed by you prior to the Bodily Injury, Property Damage or Remediation Expense. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- L. Leased Worker means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- M. Legal Expense means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a Claim for Pollution Loss, or in connection with Remediation Expense, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

- 1. time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you;
- 2. salary charges of our employees; or
- 3. legal cost, charges and expenses incurred in connection with Emergency Remediation Expense.
- N. Low-Level Radioactive Waste and Material means waste or material that when disposed is acceptable for disposal in a near-surface disposal facility or a land disposal facility as defined in 10 CFR 61.2.

EVPRLCP 0419

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O. Media Event means a spontaneous event that results in coverage by any television news or newspapers, in either print or internet editions.

Coverage in e-mails, blogs, vlogs or other private or not for profit media does not constitute a Media Event.

- P. Mediation means an informal and non-binding dispute settlement process overseen by a neutral third-party approved by us.
- **Q. Mold Matter** means mold, mildew or any type or form of fungus, including any mycotoxins, spores, or byproducts produced or released by fungi.
- R. Mold Matter Remediation Standards means those standards that govern the required investigation and abatement of Mold Matter, as imposed by a Federal, State, Local or Provincial governmental authority pursuant to law or regulation. If no standards have been imposed by such authority, then the standards for investigation and abatement will be those necessary to protect human health at Your Location, as determined in consultation with a Mold Matter Professional, and will be no less than those remediation activities recommended by the New York City Department of Health & Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments ("NYC Guidelines"), or any subsequent amendments thereof.
- S. Mold Matter Professional means a Certified Industrial Hygienist, or similarly qualified health and safety professional experienced in performing mold investigation and remediation, retained by you with our prior written consent.
- T. Natural Resource Damage means physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of use of the land or resources to the general public, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, or managed by, held in trust by, appertaining to, or otherwise controlled by the United States including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any State, Local or Provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. The terms Natural Resource Damage and Natural Resource Damage Assessments are as further defined by statute [CERCLA §§101(6); 107(a)(4)(C); OPA §§1001(5); 1002(b)(2)] and regulation [43 CFR Part 11; 15 CFR Part 990].
- U. Non-Owned Disposal Site means a location used by you for the treatment, storage or disposal of Pollutants, provided that:
 - 1. the Non-Owned Disposal Site is not managed, operated, owned or leased by you or your affiliate;
 - 2. the Non-Owned Disposal Site is permitted or licensed by the applicable Federal, State, Local or Provincial authorities to accept such Pollutants as of the date the waste or material is treated, stored or disposed at the Non-Owned Disposal Site; and
 - 3. the Non-Owned Disposal Site is not listed on a proposed or final Federal National Priorities List or any State or Provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the Pollutants at the Non-Owned Disposal Site.
- V. **Policy Period** means the period stated in Item (2) of the Declarations or any shorter period resulting from cancellation.
- Pollutants mean any solid, liquid, gaseous or thermal irritant, contaminant or hazardous substance, including, but not limited to, acids, alkalis, electromagnetic fields, fumes, bacteria, Low-Level Radioactive Waste and Material, Mold Matter, odors, smoke, soot, toxic chemicals, vapors and waste materials, including medical, infectious and pathological wastes.

EVPRLCP 0419

Page 6 of 20

X. Pollution Condition means:

- 1. the discharge, dispersal, release, seepage, migration, or escape of **Pollutants** into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater; the continued discharge, dispersal, release, seepage, migration or escape of such **Pollutants** comprises a single **Pollution Condition**;
- 2. the presence of any uncontrolled or uncontained **Pollutants** in land, the atmosphere, or any watercourse or body of water including groundwater;
- 3. the illicit abandonment of **Pollutants**, or any drums, tanks or similar containers holding such **Pollutants**, in, on or under the soil or any watercourse or body of water including groundwater, or inside a building leased by you to a tenant, on, at or under **Your Location**, by anyone other than you, provided that you are without knowledge of the use and/or presence of such **Pollutants** or any drums, tanks or similar containers holding such **Pollutants**; and
- 4. the presence of **Mold Matter** in or on buildings or structures.

Except as to Subsection X.3. referenced above, a **Pollution Condition** shall not include the presence of **Pollutants** in any container or structure that holds or contains **Pollutants**.

- Y. Pollution Loss means each of the following that results from a Pollution Condition that first commenced on or after the Retroactive Date stated in Item (4) of the Declarations, if applicable, or first commenced prior to the Reverse Retroactive Date stated in Item (4) of the Declarations, if applicable:
 - 1. monetary judgment, or settlement that is entered into with our prior written consent (which consent shall not be unreasonably withheld), of compensatory damages for:
 - a. **Bodily Injury** or **Property Damage**; or
 - b. Remediation Expense;
 - with regard to SECTION I INSURING AGREEMENTS, A. <u>Your Location Coverage</u> and C. <u>Contingent Transportation Coverage</u>, **Remediation Expense** that is incurred with our prior written consent (which consent shall not be unreasonably withheld);
 - **3.** civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
 - **4.** punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;
 - 5. **Legal Expense** associated with Subsections Y.1. through Y.4. referenced immediately above, that is incurred with our prior written consent (which consent shall not be unreasonably withheld);

Pollution Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges, or services rendered;
- c. salaries of your employees or any Leased Worker; or
- d. your profit, overhead or mark-up.

EVPRLCP 0419

- Z. Property Damage means each of the following caused by a Pollution Condition:
 - 1. physical injury to or destruction of third-party tangible property, including the resulting loss of use thereof;
 - 2. loss of use of third-party tangible property that has not been physically injured or destroyed;
 - **3.** diminished third-party property value, but only where there is physical injury to or the destruction of such tangible property; or

4. Natural Resource Damage.

Property Damage does not include Remediation Expense.

- AA. Remediation Expense means reasonable and necessary expenses caused by a Pollution Condition and incurred to investigate, assess, remove, dispose of, treat, contain or neutralize a Pollution Condition, including any associated monitoring and testing costs, to the extent required by:
 - 1. Federal, State, Local or Provincial Laws, Regulations or Statutes, or any subsequent amendments thereof, or **Mold Matter Remediation Standards**, enacted to address a **Pollution Condition**, including any individual or entity acting under the authority thereof; or
 - **2.** a legally executed State voluntary program governing the clean-up of a **Pollution Condition**.

Remediation Expense shall also include **Legal Expense** associated with Subsections AA.1. and AA.2. referenced immediately above and **Restoration Costs**.

Remediation Expense does not include any capital improvements.

- **BB. Responsible Insured** means any of your officers, directors, partners, members, managers, supervisors or foremen, or any of your employees or agents that have responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance, and any manager of **Your Location**.
- **CC. Restoration Costs** means reasonable and necessary costs incurred by you to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Remediation Expense**.

However, these costs shall not exceed the Actual Cash Value of such real or personal property immediately prior to incurring the **Remediation Expense** or include costs associated with improvements or betterments. Actual Cash Value is defined as the cost to replace such real or personal property, immediately prior to incurring the **Remediation Expense**, minus the accumulated depreciation of the real or personal property.

- **DD. Retroactive Date** means the date stated in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any **Retroactive Date** listed on an endorsement to this Policy.
- EE. Reverse Retroactive Date means the date stated in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any Reverse Retroactive Date listed on an endorsement to this Policy.
- FF. Transportation means:
 - 1. the movement by a **Carrier** of your waste or material generated by you, after the **Carrier** crosses the legal boundary of **Your Location** until the waste or material has arrived and is unloaded at its final destination, provided that the **Pollution Condition** occurs at a location other than **Your**

EVPRLCP 0419

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Location; or

- 2. the loading and movement by a **Carrier** of waste or material, from a location other than **Your Location**, until the **Carrier** crosses the legal boundary of **Your Location**.
- **GG.** Underground Storage Tank means any stationary container or vessel, which is ten percent (10%) or more beneath the surface of the ground at Your Location, and includes the associated underground piping, underground ancillary equipment and containment system(s) connected thereto, and is:
 - 1. constructed primarily of non-earthen materials; and
 - **2.** designed to contain any substance.

For purposes of this definition, associated underground piping means piping leading to and away from the **Underground Storage Tank** until such piping is above ground or terminates in another **Underground Storage Tank**, receptacle, dispenser, or crosses the legal boundaries of **Your Location**.

HH. Your Location means any location listed in the Your Location(s) Schedule endorsed onto this Policy.

SECTION IV - EXCLUSIONS

This Policy does not apply to any **Claim**, **Pollution Loss**, **Emergency Remediation Expense**, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, directly or indirectly based upon or arising out of:

A. Asbestos and Lead-Based Paint

the existence of, or required removal or abatement of, lead-based paint or asbestos, in any form, in or on any building or structure on or at **Your Location**, including but not limited to products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

This exclusion does not apply to the existence of, or required removal or abatement of, lead-based paint or asbestos, in any form, in or upon land, the atmosphere (outside of any building or structure), or any watercourse or body of water including groundwater.

B. Communicable Diseases

the exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

C. Contractual Liability

your:

- 1. assumption of liability in a contract or agreement; or
- 2. breach of contract or agreement.

This exclusion does not apply to:

- a. liability that you would have in the absence of a contract or agreement; or
- b. liability assumed by you in an **Insured Contract**.

D. Divested Location

any **Pollution Condition** on, at, under or migrating from **Your Location**, where the actual discharge, dispersal, release, seepage, migration or escape of **Pollutants** commenced subsequent to the time **Your Location** was sold, given away, no longer used or leased by you, abandoned by you, or condemned.

E. Employer's Liability

EVPRLCP 0419

any injury to:

- 1. any of your employees, including any Leased Workers under your supervision, directors, partners, principals, members, officers, stockholders or trustees, but solely within the course and scope of their employment or lease agreement and only if such injury arises in the course of:
 - a. employment by you; or
 - b. performing duties related to the conduct of your business.
- 2. the spouse, domestic partner, child, parent, brother or sister of anyone set forth in Subsection E.1. immediately above, as a consequence of any injury to any of the persons described in Subsection E.1. immediately above.

This exclusion applies whether you 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 you assumed under an **Insured Contract**.

F. **Hostile Acts**

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

Insured versus Insured G.

any Claim made by an Insured against any other Insured.

Intentional and Dishonest Acts Η.

- intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order, by 1. you or at your direction or at your agent's direction; or
- 2. actual or alleged fraudulent, dishonest, malicious or intentionally or inherently harmful conduct by you.

This exclusion does not apply to any **Insured** that did not allegedly commit or allegedly participate in committing any of the forgoing described above.

I. **Known Circumstances or Conditions**

- 1. a Claim for Pollution Loss or Remediation Expense reported to or known by a Responsible Insured prior to the inception of the Policy Period; or
- 2. any Pollution Condition, known by a Responsible Insured prior to the inception of the Policy Period, which was not identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the **Policy Period** or prior to **Your Location** being endorsed onto this Policy; or
- 3. a circumstance or condition known by a **Responsible Insured** prior to the inception of the **Policy** Period, which was not identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the **Policy Period** or prior to **Your Location** being endorsed onto this Policy, where the **Responsible Insured** should have reasonably foreseen that a Pollution Condition or a Claim for Pollution Loss would result, or Remediation Expense would be incurred.

Any Pollution Condition disclosed in writing to us prior to the inception of the Policy Period or prior to EVPRLCP 0419

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Page 10 of 20

Your Location being endorsed onto this Policy and not otherwise excluded under this Policy is deemed to be first discovered on the date **Your Location** is endorsed onto this Policy.

J. Material Change in Use or Operations

any material change in the use of, or operations at, **Your Location** from the use or operations identified by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the **Policy Period** or prior to **Your Location** being endorsed onto this Policy.

K. Products Liability

any goods, materials or products designed, manufactured, sold, handled, distributed, altered, repaired or supplied by you or by others under license or trade name from you, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the **Pollution Condition** took place away from **Your Location** and after physical possession of such goods or products has been relinquished to others.

This exclusion does not apply to C. <u>Contingent Transportation Coverage</u> as set forth in SECTION I - INSURING AGREEMENTS of this Policy.

L. Property

Damage to any real or personal property owned, leased or operated by you, or in your care, custody or control, even if such **Property Damage** is incurred to avoid or mitigate **Pollution Loss** which may be covered under this Policy.

This exclusion does not apply to **Restoration Costs** or **Natural Resource Damage**.

Additionally, this exclusion does not apply to a **Claim** first made against you for **Property Damage** to **Business Personal Property of Others** as a result of a **Pollution Condition**.

M. Radioactive / Nuclear Material

- 1. material or waste that if disposed must be placed in a geologic repository as defined in 10 CFR 60 or 10 CFR 63 or any other existing or planned disposal facility for waste that would not otherwise qualify as Low-Level Radioactive Waste and Material;
- 2. radioactive waste or material for which you have coverage under any nuclear insurance policy or have received indemnity from any United States or international government authority or statute, including but not limited to the United States Price Anderson Act (Public Law 100-408) or the United States National Defense Contracts Act (Public Law 85-804);
- **3.** tailings, milling wastes, or products produced by the extraction of uranium or thorium from any ore processed for its source material;
- 4. any nuclear weapon, engineered assembly, or component thereof designed to cause the release of radiological material or any hazardous substance onto a chosen target or to generate a nuclear detonation; and
- 5. the existence, required removal or abatement of naturally occurring radioactive materials or technologically enhanced naturally occurring radioactive materials, including but not limited to radon,

including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

N. Underground Storage Tank

the existence of any **Underground Storage Tank** on, at or under **Your Location**.

EVPRLCP 0419

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This exclusion does not apply to:

- 1. an **Underground Storage Tank** that is closed, abandoned-in-place or removed prior to the inception of the **Policy Period**, where performed in accordance with enacted Federal, State, Local or Provincial regulations;
- 2. an **Underground Storage Tank** that is identified in the Underground Storage Tank Schedule endorsed onto this Policy;
- 3. an **Underground Storage Tank**, the existence of which is unknown by a **Responsible Insured** prior to the inception of the **Policy Period**;
- 4. any flow-through process tank, including oil/water separator; or
- 5. any storage tank situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

O. Workers' Compensation and Similar Laws

your obligation under a workers' compensation, unemployment compensation, or disability benefits law or any similar law.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT

A. Policy Aggregate Limit of Liability

The Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations is the most we shall pay for the sum of all **Pollution Loss**, **Emergency Remediation Expense** and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy, regardless of the number of **Pollution Condition(s)** or **Claim(s)**.

B. Legal Expense in Addition to the Limits of Liability

Once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations until we have incurred, on behalf of one or more **Insureds**, **Legal Expense** in the aggregate of that amount, if any, set forth in Item (3)b. **Legal Expense** Aggregate Limit of Liability of the Declarations. Once we have incurred the **Legal Expense** Aggregate Limit of Liability, if any, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (4) of the Declarations and the Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations.

C. Limit of Liability

Subject to the Policy Aggregate Limit of Liability, set forth in Item (3)a. of the Declarations, the Limit of Liability for each **Pollution Condition** for each coverage set forth in Item (4) of the Declarations is the most we shall pay for all **Pollution Loss** and **Emergency Remediation Expense**, based upon or arising out of the same, related, repeated or continuous **Pollution Condition** for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy.

D. Self-Insured Retention Amount

The Self-Insured Retention Amount set forth in Item (4) of the Declarations must first be satisfied by payments by you that have been made with our prior written consent (which consent shall not be unreasonably withheld), or by covered **Emergency Remediation Expense**, before we have any obligation to pay any amounts under the Policy. The Self-Insured Retention Amount must be paid by you and be

EVPRLCP 0419

uninsured and cannot be satisfied by payments made under another insurance policy. In the event that you or the person or entity designated by the **First Named Insured** does not satisfy the Self-Insured Retention Amount, the **First Named Insured** is responsible for the Self-Insured Retention Amount obligation.

Subject to the Limits of Liability set forth in Item (4) of the Declarations, we are liable only for that portion of **Pollution Loss** and **Emergency Remediation Expense** under SECTION I - INSURING AGREEMENTS of this Policy in excess of the Self-Insured Retention Amount for each **Pollution Condition**, if any, set forth in Item (4) of the Declarations for each such coverage.

Legal Expense applies to and reduces each applicable Self-Insured Retention Amount set forth in Item (4) of the Declarations and the **Legal Expense** Aggregate Limit of Liability set forth in Item (3)b. of the Declarations.

If you mutually agree with us to use **Mediation** to resolve a **Claim** and the **Claim** is subsequently resolved as a direct consequence of **Mediation**, the Self-Insured Retention Amount applicable to said **Claim** shall be reduced by fifty percent (50%), subject to a maximum reduction of no more than \$25,000. In the event you owe any portion of the Self-Insured Retention Amount, it shall be paid to us within thirty (30) days following receipt of the executed, full and final release of the **Claim**.

E. Multiple Insured(s) and Multiple Related Claim(s)

- 1. The number of **Insureds** covered by this Policy shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (4) and Item (3)b. of the Declarations, or as set forth in SECTION II SUPPLEMENTAL COVERAGES, notwithstanding any other provision of this Policy.
- 2. All Pollution Loss, Emergency Remediation Expense, and any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, incurred over one or more Policy Period(s) and arising out of the same, related, repeated or continuous Pollution Condition shall be treated as having resulted from a single Pollution Condition, subject to:
 - a. a single Limit of Liability;
 - b. a single Self-Insured Retention Amount; and
 - c. shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (4) or Item (3)b. of the Declarations.

The **Pollution Loss**, **Emergency Remediation Expense** and any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, will be subject to the same Limits of Liability and Self-Insured Retention Amount in effect at the time the **Pollution Condition** was first reported to us, in writing, by you, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

- 3. Multiple Claim(s) against one or more Insureds arising out of the same, related, repeated, or continuous Pollution Condition shall be treated as a single Claim. All such Claim(s) whenever made, shall be considered first made on the date the earliest such Claim(s) was first made and only the policy providing coverage for the earliest Claim(s) shall afford coverage.
- 4. If more than one coverage applies to the whole or a part of a **Pollution Loss** treated as having resulted from a single **Pollution Condition** pursuant to this section, then only the highest **Pollution Condition** Limit of Liability of the applicable limits set forth in Item (4) of the Declarations applies.

EVPRLCP 0419

Page 13 of 20

5. If more than one coverage applies to the whole or a part of a Pollution Loss treated as having resulted from a single Pollution Condition pursuant to this section, then only the highest Pollution Condition Self-Insured Retention Amount of the applicable Self-Insured Retention Amounts set forth in Item (4) of the Declarations applies.

F. Exhaustion of Applicable Limit of Liability

Once any applicable Limit of Liability set forth in Item (3) or Item (4) of the Declarations, or set forth in SECTION II - SUPPLEMENTAL COVERAGES, has been exhausted, we have no obligation to:

- 1. defend or continue to defend any **Claim** by paying **Legal Expense** under that applicable Limit of Liability; or
- 2. pay any **Pollution Loss** or **Emergency Remediation Expense**, SECTION II SUPPLEMENTAL COVERAGES, or any other amounts under that applicable Limit of Liability.

SECTION VI – EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

The Automatic Extended Reporting Period only applies to insurance afforded by this Policy under SECTION I – INSURING AGREEMENTS, A. <u>Your Location Coverage</u>, C. <u>Contingent Transportation</u> <u>Coverage</u>, and D. <u>Non-Owned Disposal Site Coverage</u>.

In the event of non-renewal or cancellation of this Policy by the **First Named Insured**, you shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium, commencing on the last day of the **Policy Period**, subject to the following terms and conditions:

- 1. The Automatic Extended Reporting Period shall apply to a **Claim** first made against you during the **Policy Period** and reported to us, in writing, by you during the Automatic Extended Reporting Period and otherwise covered by this Policy.
- 2. The Automatic Extended Reporting Period shall also apply to a Claim first made against you during the Automatic Extended Reporting Period, resulting from a Pollution Condition first discovered by you and reported to us, in writing, by you during the Policy Period and otherwise covered by this Policy. In this case, the Claim shall be deemed to have been made against you on the last day of the Policy Period.
- **3.** The Automatic Extended Reporting Period shall also apply to a **Pollution Condition** first discovered by you during the **Policy Period** and reported to us, in writing, by you within the Automatic Extended Reporting Period and otherwise covered under this Policy.
- 4. The ninety (90) day Automatic Extended Reporting Period does not apply where:
 - a. this Policy is terminated for fraud, misrepresentation or non-payment of premium as described in SECTION VIII. CONDITIONS, D. Cancellation, Subsections 2.a., 2.b. and 2.c.;
 - b. you have purchased other insurance to replace this Policy, which provides coverage for a **Claim** and/or **Pollution Condition**; or
 - c. the **Pollution Condition** was first discovered by you during the Automatic Extended Reporting Period.

B. Optional Extended Reporting Period

EVPRLCP 0419

The Optional Extended Reporting Period only applies to insurance afforded by this Policy under SECTION I – INSURING AGREEMENTS, A. <u>Your Location Coverage</u>, C. <u>Contingent Transportation Coverage</u>, and D. <u>Non-Owned Disposal Site Coverage</u>.

In the event of non-renewal or cancellation of this Policy by the **First Named Insured**, the **First Named Insured** may purchase an Optional Extended Reporting Period, subject to the following terms and conditions:

- 1. The Optional Extended Reporting Period becomes effective upon payment of an additional premium. Regardless of the period purchased for the Optional Extended Reporting Period, the additional premium will be not more than one hundred percent (100%) of the total premium of this Policy. The Optional Extended Reporting Period commences on the last day of the **Policy Period** and becomes effective for up to three (3) consecutive three-hundred and sixty-five (365) day periods. The ninety (90) day Additional Reporting Period, if applicable, will be merged into the Optional Extended Reporting Period and is not in addition to the Optional Extended Reporting Period.
- 2. The **First Named Insured** must request the purchase of the Optional Extended Reporting Period in writing to us within thirty (30) days following the termination of this Policy and pay the premium to us promptly when due.
- **3.** If purchased, the Optional Extended Reporting Period applies to:
 - a. a **Claim** first made against you or by you, as applicable, during the **Policy Period** and reported by you to us, in writing, during the Optional Extended Reporting Period, and that is otherwise covered by this Policy; or
 - b. a **Claim** first made against you during the Optional Extended Reporting Period, resulting from a **Pollution Condition** first discovered by you and reported to us, in writing, by you during the **Policy Period** and otherwise covered by this Policy. In this case, the **Claim** shall be deemed to have been made against you on the last day of the **Policy Period**.
- **4.** Notwithstanding anything to the contrary above, the Optional Extended Reporting Period does not apply where:
 - a. this Policy is terminated for fraud, misrepresentation or non-payment of premium or cancelled on any ground set forth in Subsections 2.a., 2.b. 2.c., of SECTION VIII CONDITIONS, D. Cancellation; or
 - b. you have obtained other insurance from any entity other than us or our affiliate, effective after the end of the **Policy Period**, where such other insurance affords coverage, in whole or in part, for a **Claim** and/or **Pollution Loss**; or
 - c. the **Pollution Condition** was first discovered by you during the Automatic Extended Reporting Period.
- 5. The Optional Extended Reporting Period shall be non-cancellable. At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered one hundred percent (100%) fully earned.
- **6.** The Limits of Liability applicable to the Optional Extended Reporting Period shall be the Limits of Liability remaining under the terminated policy.

7. The quotation of different terms and conditions by us and the First Named Insured's choice not to EVPRLCP 0419 Page 15 of 20

accept those quoted terms and conditions shall not be construed as non-renewal of this Policy.

SECTION VII - REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. Admission of Liability and Recommended Settlement

As a condition precedent to the coverage hereunder:

You shall not admit liability with respect to any **Claim** without our prior written consent.

If we recommend a settlement of a Claim:

- 1. for an amount within the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, we shall not be liable for any **Pollution Loss**, and any other coverage afforded by endorsement; or
- 2. for a total amount in excess of the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, our liability for Pollution Loss, and any other coverage afforded by endorsement, shall be limited to that portion of such recommended amount, plus the Legal Expense incurred as of the date we recommended such settlement amount, which exceeds the Self-Insured Retention Amount, but falls at or within the Limits of Liability.

B. Defense

We have the right and duty to defend any **Claim** against you seeking **Pollution Loss** to which this insurance applies, subject to satisfaction of the Self-Insured Retention Amount, even if any of the allegations against you are groundless, false or fraudulent. We shall have the right, but not the duty, to defend you against any **Claim** for **Pollution Loss** where the Self-Insured Retention Amount has not yet been satisfied. We shall also have the right to select counsel to defend you in connection with any **Pollution Condition** covered under this Policy. If we exercise such rights set forth above, you must promptly reimburse us for any payments made by us within the Self-Insured Retention Amount, if any. However, we have no duty to defend any **Claim** against you to which this insurance does not apply.

C. Duties

As a condition precedent to the coverage hereunder:

- **1.** You shall notify us of each of the following, as soon as practicable:
 - a. a **Claim**;
 - b. Bodily Injury or Property Damage which may result in a Claim;
 - c. a **Pollution Condition**; and
 - d. Remediation Expense.
- 2. You shall forward to us, or to any of our authorized agents, all demands, notices, summons, legal papers or orders received by you or your representative as soon as practicable.
- 3. You shall provide to us, whether orally or in writing, notice of the particulars including the time, place and circumstances of the Claim, Pollution Condition, Bodily Injury, Property Damage or Remediation Expense, along with the names and addresses of any injured persons or witnesses. In the event of oral notice, you shall furnish to us a written notice of such particulars as soon as practicable.

EVPRLCP 0419

Page 16 of 20

- 4. You shall cooperate with us with respect to any coverage sought under this Policy. Upon our request, you shall submit to examination under oath by a representative of us.
- 5. You shall attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the investigation or defense of a **Claim.** You shall further cooperate with us and do whatever is necessary to secure and effect any rights of indemnity, contribution apportionment or subrogation which you or we may have.

SECTION VIII – CONDITIONS

A. Action Against Us

No action by a third-party to this Policy shall lie against us unless, as a condition precedent thereto:

- 1. you have fully complied with all of the terms of this Policy; and
- 2. the amount you are obligated to pay has been finally determined either by judgment against you after actual trial or by written agreement of you, the claimant and us.

Any person or entity that has secured such judgment or entered into such written contract or agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join us as a party to any action against you to determine your liability, nor shall we be brought into such action by you or your legal representative.

B. Assignment

This Policy cannot be assigned without our prior written consent. Such consent shall not be unreasonably withheld or delayed.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency, or that of your estate, shall not relieve us of any of our obligations under this Policy.

D. Cancellation

The following apply to this Policy:

1. Cancellation by the **First Named Insured**:

This Policy may be canceled by the **First Named Insured** by mailing to us written notice stating when thereafter the cancellation shall be effective. The mailing of such notice must be sent certified mail, return receipt requested, or by electronic mail. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

The Minimum Earned Premium for this Policy shall be the percentage stated in Item (6) of the Declarations of the total premium for this Policy. This means that such percentage of the total premium for this Policy is fully earned by us on the inception of the **Policy Period**. The **First Named Insured** is not entitled to any return of the Minimum Earned Premium upon cancellation.

If the Minimum Earned Premium is less than one hundred percent (100%) of the total premium for this Policy, and the **First Named Insured** cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by us shall be computed in accordance

EVPRLCP 0419

Page 17 of 20

with the customary short rate table and procedure.

2. Cancellation by Us:

This Policy may be canceled by us by mailing to the **First Named Insured**, at the address shown in Item (1) of the Declarations, written notice stating when not less than ninety (90) days thereafter [or fifteen (15) days for non-payment of premium] such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

We may cancel this Policy at any time, but only for the following reasons:

- a. you made a material misrepresentation which affects our assessment of the risks insured by this Policy;
- b. you breached or failed to comply with Policy terms, conditions, contractual duties, or any of your obligations under this Policy or at law; or
- c. you failed to pay the premium, the Self-Insured Retention Amount or any Deductible.

If we cancel this Policy for reasons set forth in Subsections D.2.a. or D.2.b. referenced immediately above, then the amount of premium returnable to the **First Named Insured** is computed on a prorata basis. If we cancel this Policy for reasons set forth in Subsection D.2.c. above, there shall be no return premium.

In the event of cancellation by us for any ground referred to in Subsection D.2.b. referenced immediately above, you shall have ninety (90) days from the date of notice of cancellation to remedy each breach and each failure that a is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such ninety (90) day period and are satisfactory to us, we shall rescind the Notice of Cancellation with a written confirmation to the **First Named Insured**.

- 3. The following provisions also apply to Subsections D.1. and D.2. above:
 - a. The premium adjustment shall occur as soon as practicable after cancellation becomes effective; however, payment of unearned premium is not a condition of cancellation by us.
 - b. If a **Claim** for **Pollution Loss** is made against you, a **Pollution Condition** is discovered or coverage is otherwise requested from us by you, during the **Policy Period**, or, where applicable, the Extended Reporting Period, then the premium shall be considered one hundred percent (100%) earned, and the **First Named Insured** is not entitled to any return of premium upon cancellation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change in any part of this Policy or estop us from asserting any right under the terms of this Policy. The terms and conditions of this Policy cannot be waived or changed, except by endorsement issued by us to form a part of this Policy.

F. Choice of Law and Jurisdiction and Venue

All matters arising from or related to this Policy, including, without limitation, questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

EVPRLCP 0419

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It is agreed that, in the event of any dispute arising from or related to this Policy, including, without limitation, questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, we and the **Insured** will submit to the jurisdiction of any court (state or federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the right of us or the **Insured** to remove an action to a United States District Court, regardless of the jurisdiction in which an action is commenced.

G. Declarations and Representations

By acceptance of this Policy, you agree that:

- 1. the statements, declarations and information contained in the Application for this Policy, including any other supplemental materials submitted to us as part of the Application process, are true, correct and complete;
- **2.** all such statements, declarations, supplemental materials and information are material to our underwriting of this Policy;
- **3.** this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations, supplemental materials and information, and
- 4. the Application for this Policy, including all statements, declarations, information and other supplemental materials submitted to us as part of the Application process, are incorporated in and made part of this Policy.

H. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

I. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, and your operations at **Your Location**, at any time, as far as they relate to the subject matter of this Policy.

Our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, does not constitute an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

J. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

K. Severability

Except with respect to the Limits of Liability, the Self-Insured Retention Amount and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

EVPRLCP 0419

Page 19 of 20

- 1. as if each **Insured** were the only **Insured**; and
- 2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

L. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, any policy buy back and the exercise of the rights provided in SECTION VI – EXTENDED REPORTING PERIOD.

M. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all your rights of recovery against any person or entity, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

However, we waive our right of recovery against any person or entity if and to the extent you agree to waive your right of recovery against such person or entity in a written contract or agreement signed by you prior to:

1. a Claim or Pollution Loss; or

2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Pollution** Loss or **Emergency Remediation Expense** arises under SECTION I - INSURING AGREEMENTS.

N. Territory

This Policy only applies to a **Claim** that is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any **Claim** for which payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.

IN WITNESS

INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE 505 EAGLEVIEW BOULEVARD, SUITE 100 DEPARTMENT: REGULATORY EXTON, PA 19341-1120 PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the 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 the Company.

loseph a Ton

Tour ann Perkins

Joseph Tocco President

Toni Ann Perkins Secretary

IL MP 9104 0314 IHIC

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE OF FLORIDA COVERAGE FOR CERTIFIED ACTS OF TERRORISM SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION I – INSURING AGREEMENTS, is amended to include the following:

Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

Terrorism

We will pay on your behalf for any Claim, Pollution Loss, Emergency Remediation Expense, or any other coverage afforded under this Policy, or Any Injury or Damage, directly or indirectly based upon or arising out of a Certified Act of Terrorism or an Other Act of Terrorism.

SECTION III - DEFINITIONS, is amended to include the following:

Any Injury or Damage means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.

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:

- 1. to be an act that resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act:
- 2. to be an act of terrorism;
- 3. to be a violent act or an act that is dangerous to human life, property or infrastructure;
- 4. to have resulted in damage:
 - within the United States; or a.
 - b. to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and
- 5. to have been 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 © 2019 X.L. America, Inc. Page 1 of 2

EVPRL930a-FL 0419

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Government by coercion.

Other Act of Terrorism Outside of the United States means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

However, **Other Act of Terrorism Outside of the United States** does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of an **Other Act of Terrorism Outside of the United States** which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

With respect to any one or more **Certified Acts of Terrorism**, if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act, exceed \$100,000,000,000 in a Calendar Year and we have met our Insurer Deductible under the federal Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceed the \$100,000,000,000, 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 Treasury.

SECTION IV - EXCLUSIONS, F. Hostile Acts, is deleted in its entirety and replaced with the following:

F. Hostile Acts

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

This exclusion does not apply to terrorism, including any **Certified Act of Terrorism** or **Other Act of Terrorism Outside of the United States**.

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR LOCATION(S) SCHEDULE INCLUDING REQUEST FOR ADDITIONAL YOUR LOCATION(S)

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended to including the following Your Location(s) Schedule, but solely with respect to your liability:

Your Location(s) specifically on file with us, as set forth in the following document(s):

Documents:

1. Highlands County Property Schedule 19-20 Current.xlsx received by the Company on 7/22/20

During the **Policy Period**, the **First Named Insured** may request that a new location be added to this Policy by endorsement. We shall advise the **First Named Insured** of any information needed to consider the request. If we agree to add this new location to the Policy, we will do so by issuing an endorsement adding the location as **Your Location**. Coverage for any such added location will not be effective until we issue the endorsement adding the location as **Your Location**. Locations added to this Policy may be subject to additional premium or coverage restrictions.

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR LOCATION(S) SCHEDULE AMENDMENT FOR INADVERTENT FAILURE TO SCHEDULE YOUR LOCATION(S)

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

Endorsement #<u>002</u> – Your Location(s) Schedule, is amended to include as a **Your Location** any location that was inadvertently left off of the Application and any other supplemental materials submitted to us as part of the Application process prior to the inception of the **Policy Period** and subsequently was not included in the Your Location(s) Schedule endorsed onto this Policy.

Coverage afforded under this Endorsement will apply to **Pollution Loss**, **Emergency Remediation Expense**, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, to Your Location(s) Schedule, to which this Policy would not apply but for this Endorsement.

Item (4) of the Declarations, is amended to include the following:

- \$ 1,000,000 Limit of Liability for each **Pollution Condition**
- \$ 1,000,000 Aggregate Limit of Liability
- \$ 25,000 Self-Insured Retention Amount for each **Pollution Condition**

Retroactive Date: October 1, 2012

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limits of Liability stated in Item (3) of the Declarations.

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE(S) FOR SPECIFIC YOUR LOCATION(S)

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

Solely with respect to SECTION I – INSURING AGREEMENTS, A. <u>Your Location Coverage</u>, any **Retroactive Date** stated in Item (4) of the Declarations is deleted in its entirety and replaced with the following:

It is further agreed that coverage provided in this Endorsement does not apply to any **Pollution Condition** that first commenced or existed prior to the **Retroactive Date(s)** listed below, including any subsequent **Pollution Condition** resulting therefrom.

\bowtie	Your Location(s):	Retroactive Date(s):
001	THE 2,000 GAL. WASTE OIL AST LOCATED AT 12700 ARBUCKLE CREEK ROAD, SEBRING, FL 33870	January 1, 1990
002	THE 20,000 GAL. DIESEL AND THE 20,000 UNLEADED USTS LOCATED AT:4501 GEORGE BLVD., SEBRING, FL 33870	July 1, 1992
003	THE 10,000 GAL. DIESEL AND THE 10,000 GAL. UNLEADED USTS LOCATED AT: 1815 CR 621 E, LAKE PLACID, FL 33852	July 1, 1992
004	THE 300 GAL. WASTE OIL AST LOCATED AT 4320 GEORGE BLVD., SEBRING, FL 33870	January 1, 1993
005	THE 500 GAL. UL-142 GAS AST LOCATED AT: 7111 S. GEORGE BLVD., SEBRING, FL 33870	May 4, 2010

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Mold Matter the presence, exposure to, required removal or abatement of Mold Matter, regardless of the cause of such Mold Matter.

All other terms and conditions remain the same.

MSOA 10/09/2020

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED DISPOSAL SITE SCHEDULE WITH SPECIFIC RETROACTIVE DATE(S)

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

Solely with respect to SECTION I - INSURING AGREEMENTS, D. <u>Non-Owned Disposal Site Coverage</u>, coverage is also provided for the following **Non-Owned Disposal Site(s)** listed in the Non-Owned Disposal Site Schedule below, but solely with respect to your liability, and that the **Retroactive Date** stated in Item (4) of the Declarations for this coverage is deleted in its entirety and replaced with the following,

It is further agreed that coverage provided in this Endorsement does not apply to any **Pollution Condition** that first commenced or existed prior to the **Retroactive Date(s)** listed below, including any subsequent **Pollution Condition** resulting therefrom.

Non-Owned Disposal Site Schedule:

⊠ <u>No</u> 006	n <mark>-Owned Disposal Site(s</mark>): CINTOS CORPORATION 7101 PARK EAST BOULEVARD TAMPA, FL 33610	Retroactive Date(s): October 1, 2001
007	SWS ENVIRONMENTAL 901 MCCLOSKY BOULEVARD TAMPA, FL 33605	October 1, 2001
008	HOWCO ENVIRONMENTAL SERVICES 3701 CENTRAL AVE. ST. PETERSBURG, FL 33872	October 1, 2001
009	AMERICAN COMPLIANCES 1875 WEST MAIN STREET BARTOW, FL 33830	October 1, 2001
010	SAFETY KLEEN CORP. 5309 24TH AVENUE TAMPA, FL 33619	October 1, 2014
011	TIMOTHY WILLIAMS ANTIFREEZE RECYCLING SERVICES 1045 N. LAKE DRIVE LORIDA, FL 33857	October 1, 2014
All other terms and conditions remain the same.		

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR LOCATION(S) SPECIFIC ENDORSEMENT

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

The following listed endorsement(s) apply only to the following Your Location(s) listed below:

Endorsement Number:	Endorsement Title:	Your Location(s):
Endorsement #009	Remediation Expense Definition Amendment - Your Location (On- Site) Coverage for Scheduled Storage Tank(s) and Loading/Unloading Activities Only	Arbuckle Creek, 12700 Arbuckle Creek Road, Sebring, FL 33870 Desoto City, 6000 Skipper Road, Sebring, FL 33876 Sebring Landfill (C&D), 955 Sheriff's Tower Road, Sebring, FL 33870
Endorsement #009	Remediation Expense Definition Amendment - Your Location (On- Site) Coverage for Scheduled Storage Tank(s) and Loading/Unloading Activities Only	Desoto City, 6000 Skipper Road, Sebring, FL 33876
Endorsement #009	Remediation Expense Definition Amendment - Your Location (On- Site) Coverage for Scheduled Storage Tank(s) and Loading/Unloading Activities Only	Sebring Landfill (C&D), 955 Sheriff's Tower Road, Sebring, FL 33870
Endorsement #009	Remediation Expense Definition Amendment - Your Location (On- Site) Coverage for Scheduled Storage Tank(s) and Loading/Unloading Activities Only	Avon Park, 730 CR 17A East, Avon Park, FL 33825

All other terms and conditions remain the same.

MANUS-US (01/10)

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MSOA 10/09/2020

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGES FOR MUNICIPALITIES

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with respect to the Coverage(s) identified by an "X" in the boxes ("[]") below, it is agreed that this Policy is amended as follows:

Disaster Response Expense Coverage

SECTION I - INSURING AGREEMENTS, is amended to include the following:

Disaster Response Expense Coverage

We will pay on your behalf for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a **Pollution Condition** on, at, under or migrating from **Your Location**, that has or is likely to result in a **Media Event**, provided that the **Media Event** or **Pollution Condition** first commences during the **Policy Period**, and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

Item (4) of the Declarations, is amended to include the following:

Disaster Response Expense Coverage:

- **500,000 Disaster Response Expense** Limit of Liability for each **Pollution Condition**
- \$ 500,000 **Disaster Response Expense** Aggregate Limit of Liability
- Disaster Response Expense Self-Insured Retention Amount for each\$ 25,000Pollution Condition

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limits of Liability shown in Item (3) of the Declarations.

SECTION II – SUPPLEMENTAL COVERAGES, A. <u>Disaster Response Expense Coverage</u>, is deleted in its entirety.

Broad Additional Named Insured

SECTION III - DEFINITIONS, B. Additional Named Insured, is amended to include the following:

An Additional Named Insured shall also include:

- 1. any political subdivision of the **First Named Insured**, including any board, commission, department or division; and
- 2. any elected or appointed official, officer or member of the **First Named Insured** or of Subsection 1. directly above, but only while acting within the scope of their duties as such.

Insured Owned and/or Leased Vehicles Coverage

SECTION III - DEFINITIONS, E. Carrier, is amended to include the following:

Carrier also includes an **Insured** when operating any land motor vehicle, trailer, semi-trailer or mobile equipment owned and/or leased by you, except for any land motor vehicle, trailer, semi-trailer or mobile equipment used by you when transporting liquids of 1,000 gallons or more.

Storage Tank Coverage

SECTION IV - EXCLUSIONS, N. Underground Storage Tank, is amended to include the following:

N. Underground Storage Tank

This exclusion does not apply to any **Underground Storage Tank** listed in the Underground Storage Tank Schedule below, subject to the applicable **Retroactive Date** and Self-Insured Retention Amount listed below, if any:

Underground Storage Tank Schedule:

	Your Location:	Tank Size: (gallons)	Tank Contents:	Retroactive Date: (if applicable)	Self-Insured Retention Amount: (if applicable)
1.	4501 George Blvd. Sebring, FL 33670	20,000	Diesel	July 1, 1992	\$50,000
2.	4501 George Blvd. Sebring, FL 33670	20,000	Unleaded Gasoline	July 1, 1992	\$50,000
3.	1815 CR 621 E Lake Placid, FL 33852	10,000	Diesel	July 1, 1992	\$50,000
4.	1815 CR 621 E Lake Placid, FL 33852	10,000	Unleased Gasoline	July 1, 1992	\$50,000

Products Coverage

SECTION IV - EXCLUSIONS, K. Products Liability, is deleted in its entirety and replaced with the following:

K. Products Liability

MANUS-US (01/10)

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any goods, materials or products designed, manufactured, sold, handled, distributed, altered, repaired or supplied by you or by others under license or trade name from you, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto, but only if the **Pollution Condition** took place away from **Your Location** and after physical possession of such goods or products has been relinquished to others.

Solely with respect to the Coverage(s) identified by an "X" in the boxes ("[]") below, this exclusion will not apply to:

- C. <u>Contingent Transportation Coverage</u>;
- Bodily Injury and associated Legal Expense arising from the presence of Pollutants in water that is distributed and/or supplied by you.

For purposes of this exclusion only, migrating, as referenced in SECTION I - INSURING AGREEMENTS, shall include the movement of such goods or products away from **Your Location**.

Contractor's Pollution (Municipality Site) Coverage

SECTION I - INSURING AGREEMENTS, is amended to include the following:

Contractor's Pollution (Municipality Site) Coverage

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Claim** arising from a **Pollution Condition** on, at, under or migrating from a **Municipality Site**, provided that:

- 1. the **Pollution Condition** results from **Contracting Services** rendered on or after the **Retroactive Date** identified below and prior to the end of the **Policy Period**; and
- 2. the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

Emergency Remediation Expense (Municipality Site) Coverage

We will indemnify you for **Emergency Remediation Expense** incurred by you, as a result of a **Pollution Condition** on, at, under or migrating from a **Municipality Site**, provided that:

- 1. the Pollution Condition results from Contracting Services rendered during the Policy Period;
- 2. the Pollution Condition first commences during the Policy Period; and
- 3. the **Pollution Condition** and notice of the **Emergency Remediation Expense** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first.

Item (4) of the Declarations, is amended to include the following:

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Contractor's Pollution (Municipality Site) Coverage:

\$	1,000,000	Contractor's Pollution (Municipality Site) Limit of Liability for each Pollution Condition
\$	1,000,000	Contractor's Pollution (Municipality Site) Aggregate Limit of Liability
\$	25,000	Contractor's Pollution (Municipality Site) Self-Insured Retention Amount for each Pollution Condition
Ret	roactive Date:	October 1, 2017
Em	ergency Remed	liation Expense (Municipality Site) Coverage:

\$ 500,000	Emergency Remediation Expense (Municipality (Site) Limit of Liability for each Pollution Condition
\$ 500,000	Emergency Remediation Expense (Municipality (Site) Aggregate Limit of Liability
\$ 25,000	Emergency Remediation Expense (Municipality (Site) Self-Insured Retention Amount for each Pollution Condition

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limits of Liability shown in Item (3) of the Declarations.

SECTION III - DEFINITIONS, G. Emergency Remediation Expense, M. Legal Expense, X. Pollution Condition, Y. Pollution Loss, and AA. Remediation Expense, are deleted in their entirety and replaced with the following:

- **G. Emergency Remediation Expense (Municipality Site)** means **Remediation Expense** incurred by you on an emergency basis at a **Municipality Site**, that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** on, at, under or migrating from a **Municipality Site**, resulting from the rendering or failure to render **Contracting Services**.
- M. Legal Expense means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a Claim arising from Contracting Services, provided such costs, charges and expenses are authorized by us, and includes any necessary expert fees paid to experts retained by defense council.

Legal Expense does not include any of the following:

- the time and expense incurred by you in assisting us in the investigation or resolution of a Claim arising from Contracting Services, including, but not limited to, the costs of your inhouse counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you;
- 2. salary charges of our employees; or
- 3. legal costs, charges and expenses incurred in connection with **Emergency Remediation Expense (Municipality Site)**.

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X. Pollution Condition means:

- 1. the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater; and
- 2. the presence of **Mold Matter** in or on buildings or structures.
- Y. Pollution Loss means each of the following that results from a Pollution Condition that first commenced on or after the Retroactive Date stated above:
 - 1. a monetary judgment, award or settlement that is entered into with our written consent (which consent shall not be unreasonably withheld), of compensatory damages for:
 - a. Bodily Injury or Property Damage; or

b. Remediation Expense;

- 2. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
- **3.** punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;
- 4. Legal Expense associated with Subsections Y.1. through Y.3. immediately above that is incurred with our prior written consent (which consent would not be unreasonably withheld).

Pollution Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered;
- c. salaries of your employees or any Leased Worker; or
- d. your profit, overhead or mark-up.
- AA. Remediation Expense means reasonable and necessary expense resulting from a Pollution Condition and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a Pollution Condition, including any associated monitoring and testing costs.

SECTION III - DEFINITIONS, is amended to include the following:

Contracting Services means following services rendered by a **Municipality Contractor** that, where applicable, is licensed and permitted to perform: (i) pesticide and herbicide application, (ii) maintenance services; and (iii) installation of water and sewer lines.

Municipality Contractor means the **First Named Insured**, its employees and the employees of any political subdivision of the **First Named Insured**, including any board, commission, department or division; and any elected or appointed official, officer or member of the **First Named Insured**.

Municipality Site means the location where **Contracting Services** are being rendered and includes any location, other than **Your Location**, that is owned by, leased by, or for which an

MANUS-US (01/10)

Page 5 © 2010 X.L. America, Inc. All Rights Reserved. May not be copied without permission. easement is held by, you and any political subdivision of yours, including any board, commission, department or division.

SECTION IV - EXCLUSIONS, I. Known Circumstances or Conditions, is amended to include the following:

However, in the event that during the **Policy Period** the **Municipality Contractor** exacerbates a **Pollution Condition**, caused by others, coverage is not excluded for that portion of the **Pollution Loss** or **Emergency Remediation Expense (Municipality Site)** that would not exist but for the **Municipality Contractor's** exacerbation of the **Pollution Condition**.

SECTION IV - EXCLUSIONS, K. Products Liability, is amended to include the following:

This exclusion does not apply to the fabrication, assembly or installation of goods, materials or products provided by the **Contractor** in connection with the performance of **Contracting Services**

SECTION IV - EXCLUSIONS, is amended to include the following:

Express Warranty and Guaranty

any express warranty or guaranty.

This exclusion does not apply to liability you or the **Municipality Contractor** would have in the absence of such express warranty or guaranty.

Insurance and Suretyship

the requiring, obtaining, maintaining, advising as to, or the failure to require, obtain, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **Insured**, the **Municipality Contractor** or any other person or entity.

Joint Venture or Co-Venture

arising out of your participation in a joint venture or co-venture.

Notices to Previous Insurers

any **Claim**, for **Pollution Loss**, **Pollution Condition**, or **Remediation Expense**, reported by you in part or in whole under any prior policy.

Professional Liability

the rendering of or failure to render professional services by the Municipality Contractor.

Related Entities and Individuals

a Claim by an entity or individual:

- 1. that wholly or partially owns, operates or manages you;
- 2. that you have a direct or indirect ownership interest of twenty-five percent (25%) or more;
- that is controlled, operated or managed by you; or
- 4. that is an affiliate of you.

Separately Insured Project

a location, project or **Contracting Services** that was or is subject to a contractor controlled insurance program, owner controlled insurance program, consolidated (wrap-up) insurance program or other similar insurance program, regardless of whether or not:

MANUS-US (01/10)

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- 1. such insurance program remains in effect;
- 2. such insurance program has limits of liability adequate to cover any claims, losses or liabilities;
- **3.** such insurance program provides coverage that is identical, broader or narrower in scope than the coverage described above;
- 4. such insurance program covers any loss or liability for which coverage is sought under this Endorsement; or
- 5. you, the **Municipality Contractor** or others acting on your behalf have performed or are performing operations in connection with such location, project or **Contracting Services**.

Transportation

the ownership, maintenance, use, operation, loading or unloading of any motorized land vehicle, trailer, semi-trailer, mobile equipment, aircraft, watercraft or rolling stock, including any machinery or apparatus attached thereto or any cargo carried thereby.

This exclusion does not apply to any motorized land vehicle subject to coverage within the <u>Insured</u> <u>Owned and/or Leased Vehicles Coverage</u> if provided in this Endorsement and is subject to the Contingent **Transportation** Limit of Liability and Contingent **Transportation** Self-Insured Retention Amount listed in Item (4) of the Declarations.

Your Faulty Workmanship

the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation was performed, in whole or in part, by the **Municipality Contractor**.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMEDIATION EXPENSE DEFINITION AMENDMENT YOUR LOCATION (ON-SITE) COVERAGE FOR SCHEDULED STORAGE TANK(S) AND LOADING/UNLOADING ACTIVITIES ONLY

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with respect to SECTION I – INSURING AGREEMENTS, A. <u>Your Location Coverage</u> and B. <u>Emergency</u> <u>Remediation Expense Coverage</u>, it is agreed that this Policy is amended as follows:

SECTION III - DEFINITIONS, AA. Remediation Expense, is deleted in its entirety and replaced with the following:

- AA. Remediation Expense means reasonable and necessary expenses caused by a Pollution Condition:
 - 1. migrating from Your Location; or
 - 2. on, at or under Your Location, which results from:
 - a. a release of contents from any scheduled **Underground Storage Tank** (UST) or any scheduled Aboveground Storage Tank and associated piping connected to the Aboveground Storage Tank (AST) listed below; or
 - b. the loading or unloading activities to or from a land motor vehicle, trailer, semi-trailer, mobile equipment, watercraft or rolling stock on or at **Your Location**,

where such expenses associated with Subsections AA.1. and AA.2. referenced above were incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs, to the extent required by: (i) Federal, State, Local or Provincial Laws, Regulations or Statutes, or any subsequent amendments thereof, enacted to address a **Pollution Condition**, including any individual or entity acting under the authority thereof; or (ii) a legally executed State voluntary program governing the clean-up of a **Pollution Condition**.

Remediation Expense shall also include **Legal Expense** associated with Subsections AA.1 and AA.2 referenced immediately above and **Restoration Costs**.

Remediation Expense does not include any capital improvements.

SECTION IV - EXCLUSIONS, is amended to include the following:

Mold Matter

the presence, exposure to, required removal or abatement of **Mold Matter**, regardless of the cause of such **Mold Matter**.

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Page 1 © 2010 X.L. America, Inc. All Rights Reserved. May not be copied without permission. SECTION IV - EXCLUSIONS, N. Underground Storage Tank, is amended to include the following:

N. Underground Storage Tank

This exclusion does not apply to any **Underground Storage Tank** listed in the Underground Storage Tank Schedule below, subject to the applicable **Retroactive Date** and Self-Insured Retention Amount listed below, if any:

Underground Storage Tank Schedule:

	Your Location:	Tank Size: (gallons)	Tank Contents:	Retroactive Date: (if applicable)	Self-Insured Retention Amount: (if applicable)
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$

Coverage provided under this Endorsement also includes any scheduled Aboveground Storage Tank and associated piping connected to the Aboveground Storage Tank (AST) listed below, subject to the applicable **Retroactive Date** and Self-Insured Retention Amount listed below, if any:

Aboveground Storage Tank Schedule:

\boxtimes	Your Location:	Tank Size: (gallons)	Tank Contents:	Retroactive Date: (if applicable)	Self-Insured Retention Amount: (if applicable)
1.	12700 Arbuckle Creek Road, Sebring, FL 33879	2,000	Waste Oil	January 1, 1990	\$25,000
2.	12700 Arbuckle Creek Road, Sebring, FL 33879	1,000	Diesel		\$25,000
3.	12700 Arbuckle Creek Road, Sebring, FL 33879	468	Emergency Generator Diesel		\$25,000
4.	12700 Arbuckle Creek Road, Sebring, FL 33879	500	Liquid Propane		\$25,000
5.	12700 Arbuckle Creek Road, Sebring, FL 33879	120	Liquid Propane		\$25,000
6.	12700 Arbuckle Creek Road, Sebring, FL 33879	1,500	Generator Diesel		\$25,000
7.	12700 Arbuckle Creek Road, Sebring, FL 33879	15,000	Fuel Oil		\$25,000
8.	12700 Arbuckle Creek Road, Sebring, FL 33879	20,000	Asphalt		\$25,000

9.	12700 Arbuckle Creek Road, Sebring, FL 33879	400	Hot Oil (Thermal Oil System)		\$25,000
10.	6000 Skipper Road, Sebring, FL 33876	1,000	Waste Oil		\$25,000
11.	6850 W. George Blvd., Sebring, FL 33870	3,000	Emergency Generator Diesel		\$25,000
12.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel		\$25,000
13.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel		\$25,000
14.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel		\$25,000
15.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Unleaded Gasoline		\$25,000
16.	434 Fernleaf Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel		\$25,000
17.	434 Fernleaf Ave., Sebring, FL 33870	500	Diesel		\$25,000
18.	434 Fernleaf Ave., Sebring, FL 33870	800	Diesel		\$25,000
19.	430 S. Commerce Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel		\$25,000
20.	3750 SR 31 (Shell Pit), Punta Gorda, FL 33982	770	Emergency Generator Diesel		\$25,000
21.	4320 George Blvd., Sebring, FL 33982	300	Waste Oil	January 1, 1993	\$25,000
22.	4320 George Blvd., Sebring, FL 33870	6,000	Liquid Asphalt		\$25,000
23.	4320 George Blvd., Sebring, FL 33870	11,000	Liquid Asphalt		\$25,000
24.	7111 S. George Blvd., Sebring, FL 33870	500	UL-142 Gas		\$25,000
25.	400 S. Eucalyptus Street Sebring, FL 33870	7,700	Emergency Generator Diesel		\$25,000
26.	7205 S. George Blvd. Sebring, FL 33875	765	Emergency Generator Diesel		\$25,000
27.	600 S. Commerce Ave. Sebring, FL 33875	1,000	Emergency Generator Diesel		\$25,000

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MSOA 10/09/2020

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION CONDITION EXCLUSION FOR MULTIPLE YOUR LOCATIONS

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Pollution Condition

	in or affecting:	where such Pollution Condition is:		This exclusion does not apply to any:
 any Pollution Condition that includes the Pollutants identified below, or their breakdown daughter or derivative products: Nitrate, 	in or affecting:	✓ on, at, or under, where such Pollution	 any of the locations listed below: Desoto Class I Landfill 6000 Skipper Road Sebring, FL 33876 	 other coverage afforded under this Policy, as specified below: All coverage afforded under this policy, This exclusion does not apply to any:
		Condition is:		
any Pollution Condition that includes the Pollutants identified below, or their breakdown daughter or derivative products:	⊠ all Media,	⊠ on, at, or under,	 any of the locations listed below: Arbuckle Creek Road Landfill 1270 Arbuckle Creek Road Sebring, FL 33879 	 other coverage afforded under this Policy, as specified below: All coverage afforded under this policy,

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Gross Alpha,		

With respect to this exclusion, in the event a No Further Action (NFA) letter(s) or similar documentation has been issued by the applicable regulatory authority(ies) which states that No Further Action is required with respect to the **Pollutants** excluded by this Endorsement, this Endorsement may be deleted or modified by us for those **Pollutants** that are the subject of the NFA or similar documentation, upon our review and approval, which approval shall not be unreasonably withheld or delayed.

It is further agreed that such deletion or modification of this Endorsement shall not be effective until we issue a new endorsement deleting or modifying this specific endorsement. In no event shall we be liable for any **Pollution Loss**, **Emergency Remediation Expense**, or any other coverage afforded by deleting or modifying this Endorsement that: (1) arose prior to the effective date of the new endorsement deleting or modifying this specific endorsement; or (2) were incurred to achieve such No Further Action status.

All other terms and conditions remain the same.

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This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL RESPONSIBILITY ENDORSEMENT FOR ABOVEGROUND AND/OR UNDERGROUND STORAGE TANK(S) – SINGLE STATE

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

Solely with regard to your financial responsibility obligation described in 40 CFR Part 280, Subpart H or state equivalent for any **Underground Storage Tank** (UST) and/or Aboveground Storage Tank, including its associated piping, equipment and containment system(s) connected thereto (AST) set forth in the Storage Tank Schedule below, with respect to **Pollution Loss** for which insurance is afforded under SECTION I – INSURING AGREEMENTS, A. <u>Your Location Coverage</u>, Item (4) A. of the Declarations, is deleted in its entirety and replaced with the following:

A. <u>Your Location Coverage</u>:

\$	1,000,000	Your Location Dedicated Annual Limit of Liability for each Pollution Condition (exclusive of Legal Expense)
\$	1,000,000	Your Location Dedicated Annual Aggregate Limit of Liability (exclusive of Legal Expense)
\$	250,000	Legal Expense Dedicated Annual Aggregate Limit of Liability, in addition to the Dedicated Annual Aggregate Limit of Liability above
\$	1,250,000	Your Location Dedicated Annual Aggregate Limit of Liability for each Pollution Condition (inclusive of Legal Expense)
\$	25,000	Your Location Deductible for each Pollution Condition
Ret	roactive Date:	N/A
Rev	verse Retroactive	Date: N/A

- 1. Your Location Dedicated Annual Limit of Liability set forth above can only be reduced by **Pollution Loss** to satisfy your financial responsibility obligations for those tanks listed in the Storage Tank Schedule below.
- 2. Except as outlined in Subsection 1. above, **Your Location** Dedicated Annual Limit of Liability set forth above is not available to satisfy any other coverage otherwise afforded under this Policy.
- 3. Any **Pollution Loss** that exceeds the **Your Location** Dedicated Annual Limit of Liability set forth above is subject to the Limits of Liability outlined in Item (3) and Item (4) of the Declarations.

MANUS-US (01/10)

Page 1 © 2010 X.L. America, Inc. All Rights Reserved. May not be copied without permission. 4. Notwithstanding the terms and conditions in Subsections 1., 2., and 3. above, the maximum Limits of Liability applicable under this Policy will not exceed the Policy Aggregate Limit of Liability listed in Item (3)a. of the Declarations.

Coverage afforded under this Endorsement is subject to the following conditions:

Applying the **Your Location** Dedicated Annual Limit of Liability for the <u>1</u> year **Policy Period** provides an overall **Policy Period** Dedicated Limit of Liability (inclusive of **Legal Expense**) of \$<u>1,250,000</u> each **Pollution Condition** / \$<u>1,250,000</u> Policy Period Aggregate Limit of Liability (inclusive of **Legal Expense**) under this Policy for your financial responsibility obligations outlined in Subsection 1. above. This overall **Policy Period** Dedicated Limit of Liability is not available to satisfy any other coverage otherwise afforded under this Policy.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT, B. Legal Expense in Addition to the Limits of Liability, is deleted in its entirety and replaced with the following:

B. Legal Expense in Addition to the Limits of Liability

The **Legal Expense** Dedicated Annual Aggregate Limit of Liability referenced above is in addition to, and shall not reduce, the Policy Aggregate Limit of Liability set forth in Item (3)a. of the Declarations. The **Legal Expense** Dedicated Annual Aggregate Limit of Liability referenced above is the most we shall dedicate for all **Legal Expense** applicable to Coverage A for those tanks listed in the Storage Tank Schedule below. This **Legal Expense** Dedicated Annual Aggregate Limit above is not in addition to the **Legal Expense** Aggregate Limit of Liability set forth in Item (3)b. of the Declarations.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT, D. Self-Insured Retention Amount, is deleted in its entirety and replaced with the following:

D. Deductible

The term "Self-Insured Retention Amount" referenced throughout this Policy and in the Declarations is amended to read "Deductible".

The applicable Deductible stated above shall apply.

We are liable for the payment of any amount within the Deductible applicable to this Policy, with a right of reimbursement from you for any payment made by us. If we advance all or part of the Deductible, you will immediately reimburse us for all sums advanced upon our request. If you do not reimburse us for any Deductible payment made within the time frame stated by us or there is the commencement of a proceeding under bankruptcy or insolvency laws by or against you, we reserve the right to require collateral as financial security in an amount and form acceptable to us for all present and future financial obligations you have to us. In the event of a collateral demand by us, you will immediately deliver such collateral to us.

Legal Expense applies to and reduces each applicable Deductible set forth above.

SECTION VIII - CONDITIONS, D.2. Cancellation by Us, is amended to include the following:

In the event of your failure to reimburse us for all sums owed to us or failure to provide us with collateral acceptable to us, we have the right to cancel this Policy.

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Storage Tank Schedule:

AST / UST:	Your Location:	Tank Size: (gallons)	Tank Contents:
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	2,000	Waste Oil
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	1,000	Diesel
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	468	Emergency Generator Diesel
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	500	Liquid Propane
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	120	Liquid Propane
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	1,500	Generator Diesel
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	15,000	Fuel Oil
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	20,000	Asphalt
AST	12700 Arbuckle Creek Road, Sebring, FL 33879	400	Hot Oil (Thermal Oil System)
AST	6000 Skipper Road, Sebring, FL 33876	1,000	Waste Oil
AST	6850 W. George Blvd., Sebring, FL 33870	3,000	Emergency Generator Diesel
AST	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
AST	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
AST	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
AST	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Unleaded Gasoline
AST	434 Fernleaf Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel
AST	434 Fernleaf Ave., Sebring, FL 33870	500	Diesel
AST	434 Fernleaf Ave., Sebring, FL 33870	800	Diesel
AST	430 S. Commerce Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel

AST	3750 SR 31 (Shell Pit), Punta Gorda, FL 33982	770	Emergency Generator Diesel
AST	4320 George Blvd., Sebring, FL 33982	300	Waste Oil
AST	4320 George Blvd., Sebring, FL 33870	6,000	Liquid Asphalt
AST	4320 George Blvd., Sebring, FL 33870	11,000	Liquid Asphalt
AST	7111 S. George Blvd., Sebring, FL 33870	500	UL-142 Gas
AST	400 S. Eucalyptus Street Sebring, FL 33870	7,700	Emergency Generator Diesel
AST	7205 S. George Blvd. Sebring, FL 33875	765	Emergency Generator Diesel
AST	600 S. Commerce Avenue Sebring, FL 33875	1,000	Emergency Generator Diesel

All other terms and conditions remain the same.

MANUS-US (01/10)

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This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE OF FLORIDA FINANCIAL ASSURANCE ENDORSEMENT FOR RELEASES FROM ABOVEGROUND AND/OR UNDERGROUND STORAGE TANK(S) FOR YOUR LOCATION(S) IN THE STATE OF FLORIDA ONLY

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with regards to any Aboveground Storage Tank, including the associated piping, ancillary equipment and container system(s) connected thereto (AST) and any **Underground Storage Tank**, which we have issued a <u>Storage Tank Certificate of Insurance to Demonstrate Financial Responsibility</u> per 40 CFR 280.97(b)(2), it is agreed that this Policy is amended as follows

This Policy also applies to any **Pollution Condition** which results from a release of contents from:

- 1. any AST on or at **Your Location** in the State of Florida and listed in the AST(s) Schedule below; or
- 2. any **Underground Storage Tank** on or at **Your Location** in the State of Florida and listed in the Underground Storage Tank(s) Schedule below.

AST(s) Schedule:

\boxtimes	Your Location:	Tank Size: (gallons)	Tank Contents:
1.	12700 Arbuckle Creek Road, Sebring, FL 33879	2,000	Waste Oil
2.	12700 Arbuckle Creek Road, Sebring, FL 33879	1,000	Diesel
3.	12700 Arbuckle Creek Road, Sebring, FL 33879	468	Emergency Generator Diesel
4.	12700 Arbuckle Creek Road, Sebring, FL 33879	500	Liquid Propane
5.	12700 Arbuckle Creek Road, Sebring, FL 33879	120	Liquid Propane
6.	12700 Arbuckle Creek Road, Sebring, FL 33879	1,500	Generator Diesel
7.	12700 Arbuckle Creek Road, Sebring, FL 33879	15,000	Fuel Oil
8.	12700 Arbuckle Creek Road, Sebring, FL 33879	20,000	Asphalt

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9.	12700 Arbuckle Creek Road, Sebring, FL 33879	400	Hot Oil (Thermal Oil System)
10.	6000 Skipper Road, Sebring, FL 33876	1,000	Waste Oil
11.	6850 W. George Blvd., Sebring, FL 33870	3,000	Emergency Generator Diesel
12.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
13.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
14.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Vehicular Diesel
15.	1115 E. Winthrop St., Avon Park, FL 33825	12,000	Unleaded Gasoline
16.	434 Fernleaf Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel
17.	434 Fernleaf Ave., Sebring, FL 33870	500	Diesel
18.	434 Fernleaf Ave., Sebring, FL 33870	800	Diesel
19.	430 S. Commerce Ave., Sebring, FL 33870	1,000	Emergency Generator Diesel
20.	3750 SR 31 (Shell Pit), Punta Gorda, FL 33982	770	Emergency Generator Diesel
21.	4320 George Blvd., Sebring, FL 33982	300	Waste Oil
22.	4320 George Blvd., Sebring, FL 33870	6,000	Liquid Asphalt
23.	4320 George Blvd., Sebring, FL 33870	11,000	Liquid Asphalt
24.	7111 S. George Blvd., Sebring, FL 33870	500	UL-142 Gas
25.	400 S. Eucalyptus Street Sebring, FL 33870	7,700	Emergency Generator Diesel
26.	7205 S. George Blvd. Sebring, FL 33875	765	Emergency Generator Diesel
27.	600 S. Commerce Avenue Sebring, FL 33875	1,000	Emergency Generator Diesel

SECTION VI - EXTENDED REPORTING PERIOD, A. Automatic Extended Reporting Period, is deleted in its entirety and replaced with the following:

A. Automatic Extended Reporting Period:

You shall be entitled to a six (6) month Automatic Extended Reporting Period for no additional premium, commencing on the last day of the **Policy Period**, subject to the following terms and conditions:

MANUS-US (01/10)

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- 1. The Automatic Extended Reporting Period shall apply to a **Claim** first made against you during the **Policy Period** and reported to us, in writing, by you during the Automatic Extended Reporting Period and otherwise covered by this Policy.
- 2. The Automatic Extended Reporting Period shall also apply to a **Claim** first made against you during the Automatic Extended Reporting Period, resulting from any **Pollution Condition** first discovered and reported to us, in writing, by you during the **Policy Period** and otherwise covered by this Policy. In this case, the **Claim** shall be deemed to have been made against you on the last day of the **Policy Period**.

The six (6) month Automatic Extended Reporting Period does not apply where the **Insured** has purchased other insurance to replace this Policy, which provides coverage for a **Claim** as described herein.

SECTION VIII - CONDITIONS, F. Choice of Law and Jurisdiction and Venue, is deleted in its entirety and replaced with the following:

F. Choice of Law and Jurisdiction and Venue

In the event of our failure to pay any amount claimed to be due hereunder, we and the **Insured** will submit to the jurisdiction of the State of Florida and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of our right to remove an action to a United States District Court.

All matters arising hereunder including questions related to the validity interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of Florida (notwithstanding Florida's conflicts of law rules).

All other terms and conditions remain the same.

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This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – COVERAGE FOR PORTABLE TANKS

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

The INSURED and the Company agree to the following Policy change(s):

This endorsement shall only apply to portable Aboveground Storage Tanks (ASTs) owned by the **First Named Insured**.

This Policy will apply to portable ASTs that are transported beyond the legal boundaries of any **Your Location(s)** provided that the following conditions are met:

- 1. The AST is equal to or less than 250 gallons in capacity;
- 2. The AST is owned by the First Named Insured;
- 3. The AST is being transported by a vehicle which is owned and operated by the First Named Insured; and
- 4. If the AST is between 100 to 250 gallons, then the AST must have secondary containment equal to or greater than 110% of the total tank volume or must be of double-walled construction.

Coverage provided by this endorsement is subject to the following Sublimit of Liability:

\$<u>100,000</u> Your Location Limit of Liability for each Pollution Condition \$<u>100,000</u> Your Location Aggregate Limit of Liability.

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limit of Liability shown in Item 3.a. of the Declarations.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., October 1, 2020 forms a part of Policy No. PEC003164010 issued to HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF by Indian Harbor Insurance Company

SERVICE OF PROCESS

The Commissioner of Insurance of the State of Florida is hereby designated the true and lawful attorney of the Insurer upon whom may be served all lawful process in any action, suit or proceeding arising out of this Policy. The Insurer further designates:

Sarah Mims General Counsel 505 Eagleview Boulevard, Suite 100 Exton, PA 19341-1120

as its agent in Florida to whom such process shall be forwarded by the Commissioner of Insurance.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his 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 Insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this Policy remain unchanged.

XL-FLSOP 0118