



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 750 Third Avenue New York NY 75251	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A : Starr Specialty Insurance Company NAIC # 38318 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	
<b>INSURED</b> Southwest Airlines Co. 2702 Love Field Drive Dallas TX 75235	SOUTAIR-01	

**COVERAGES**                      **CERTIFICATE NUMBER:** 374245553                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$		
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			100 0004874 100 0004875 100 0004876 100 0004877	12/15/2023 12/15/2023 12/15/2023 12/15/2023	12/15/2024 12/15/2024 12/15/2024 12/15/2024	X    PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Operations usual to an Airline.  
Blanket Waiver of Subrogation as required by written contract

**LEASE: L21-0493-AP**  
**SOUTHWEST AIRLINES CO.**  
**SIGNATORY AIRLINE OPERATING AGREEMENT**  
**EXPIRES: Holdover Status - Amendment in Negotiation**

### CERTIFICATE HOLDER

Okaloosa County BOCC  
1701 State Road 85 North  
Eglin Air Force Base, FL 32542

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: AOS Workers Compensation</b> <b>CARRIER: Starr Specialty Insurance Company</b> <b>POLICY TERM: 12/15/2023 to 12/15/2024</b> <b>POLICY NUMBER: 100 0004874</b>	<b>\$1,000,000 Each Accident</b> <b>\$1,000,000 Disease – Policy Limit</b> <b>\$1,000,000 Disease – Each Employee</b>
<b>POLICY TYPE: AZ, CT, IA, NJ, NY, TX Workers Compensation</b> <b>CARRIER: Starr Specialty Insurance Company</b> <b>POLICY TERM: 12/15/2023 to 12/15/2024</b> <b>POLICY NUMBER: 100 0004875</b>	<b>\$1,000,000 Each Accident</b> <b>\$1,000,000 Disease – Policy Limit</b> <b>\$1,000,000 Disease – Each Employee</b>
<b>POLICY TYPE: FL Only Workers Compensation</b> <b>CARRIER: Starr Specialty Insurance Company</b> <b>POLICY TERM: 12/15/2023 to 12/15/2024</b> <b>POLICY NUMBER: 100 0004876</b>	<b>\$1,000,000 Each Accident</b> <b>\$1,000,000 Disease – Policy Limit</b> <b>\$1,000,000 Disease – Each Employee</b>
<b>POLICY TYPE: MA, NC, WI Workers Compensation</b> <b>CARRIER: Starr Specialty Insurance Company</b> <b>POLICY TERM: 12/15/2023 to 12/15/2024</b> <b>POLICY NUMBER: 100 0004877</b>	<b>\$1,000,000 Each Accident</b> <b>\$1,000,000 Disease – Policy Limit</b> <b>\$1,000,000 Disease – Each Employee</b>

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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.)

Endorsement Effective: 12/15/2023

Policy No.: 100 0004874

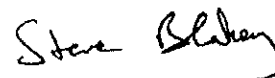
Endorsement No.:

Insured: Southwest Airlines Co.

Premium:

Insurance Company: Starr Specialty Insurance Co.

Countersigned by: \_\_\_\_\_







Marsh Specialty, a business of Marsh McLennan  
500 Dallas Street; Suite 1500  
Houston, TX 77002  
Phone: 713-276-8314  
E-Mail : Jennifer.Grove@Marsh.com

**CERTIFICATE OF INSURANCE**  
(Sometimes referred to herein as "this Certificate")

**Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:**

Board of County Commissioners  
302 N. Wilson Street; Suite 302  
Crestview, FL 32536

Copy to: Airports Director  
Destin-Fort Walton Beach Airport  
1701 State Road 85 North  
Eglin Air Force Base, FL 32542

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

(Sometimes referred to herein as "the Certificate Holder(s)")

**that the Insurers referred to below, each for their own part and not one for the other, are providing the following insurance:**

**NAMED INSURED(S):** Southwest Airlines Co., AirTran Holdings, Inc., including AirTran Airways, Inc. and all subsidiaries, affiliated, managed, owned or controlled companies (hereinafter, the "Named Insured(s)").

**NAMED INSURED(S)' ADDRESS:** 2702 Love Field Drive, Dallas, TX 75235-1611 (hereinafter, the "Named Insured(s)' Address")

**POLICY PERIOD: As respects Primary Airline Hull and Liability Insurance including AVN52E Extended Coverage and as respects Airline Hull (including spares) War and Excess Aviation War, Hijacking, and other perils Liability Insurance:** December 15, 2023 to December 15, 2024 on both dates at 12:01AM local time in effect at the Named Insured(s)' Address (hereinafter, the "Policy Period")

**POLICY(IES) (hereinafter, the "Policy(ies)"/INSURERS (hereinafter, "Insurers")/POLICY NUMBERS:**  
A Schedule of Policy(ies), Insurers and Policy Numbers is available at the back of this certificate.

**SEVERAL LIABILITY NOTICE:** The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

**GEOGRAPHICAL LIMITS:** Worldwide.

**DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES:** Signatory Airline Operating Agreement and Terminal Building Lease by and between Okaloosa County, Florida and Southwest Airlines Co. for operations at Destin-Fort Walton Beach Airport regarding the Equipment (as described below) (hereinafter, the "Contract(s)")

**DESCRIPTION OF EQUIPMENT INSURED TO WHICH THIS CERTIFICATE APPLIES:** Any aircraft owned or operated by the Named Insured (hereinafter, the "Equipment")



**INSURANCE COVERAGE(S):**

**Airline liability insurance** including, inter alia, commercial general liability, bodily injury liability, property damage liability, passenger legal liability, contractual liability, personal injury liability, products and completed operations liability, passengers' checked and unchecked baggage liability, hangarkeepers' liability, premises liability, cargo legal liability, fire legal liability, excess automobile liability, liquor liability and excess employers liability.

Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s) which relate to the Named Insured(s)' air transportation business.

Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises (areas of aircraft operations).

**Aviation war, hijacking and other perils liability insurance** follows all terms and conditions of the Extended Coverage Endorsement (Aviation Liabilities) AVN 52E.

**LIMIT(S) OF LIABILITY:**

**NOTE: AGGREGATE LIMITS WILL BE REDUCED DUE TO PAID CLAIMS WITHOUT FURTHER NOTICE TO THE CERTIFICATE HOLDER(S)**

**Airline liability insurance** Combined single limit (bodily injury, property damage, personal injury (passengers only)) US\$200,000,000 any one occurrence/offense and in the annual aggregate as respects products and completed operations liability and personal injury liability (passengers only), subject to the following sublimits which are included within and not in addition to the limit set forth above:

**Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E:** US\$200,000,000 any one occurrence and in the annual aggregate (sublimit not applicable to passengers)

**Personal injury liability** (to third parties other than passengers): US\$25,000,000 any one occurrence, any one offense, and in the annual aggregate;

**Excess automobile liability and Excess employers liability:** US\$25,000,000 any one occurrence and in the annual aggregate where applicable excess of underlying primary limits of not less than US\$1,000,000 any one occurrence.

**Aviation war, hijacking and other perils liability insurance** Combined single limit (bodily injury, property damage) B737-passenger US\$ 0 any one occurrence and in the annual aggregate excess of combined single limit (bodily injury, property damage) US\$250,000,000 any one occurrence and in the annual aggregate,

**DEDUCTIBLE(S):**

US\$3,300 (or tariff, whichever is greater) each and every claim as respects passengers' baggage liability; US\$10,000 each aircraft as respects hangar keepers liability; US\$10,000 each claim as respects cargo legal liability

**SPECIAL PROVISION(S)**

**Solely as respects: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the airline operations of the Named Insured(s), the following provision(s) apply(ies):**

**Solely as respects airline liability insurance:** Okaloosa County and its

officers, members, Airports Director, employees and agents is/are included as additional insured(s) (the "Additional Insured(s)") as their respective interests may appear, warranted no operational interest.

**Solely as respects airline liability insurance:** This insurance is primary without right of contribution from any other insurance which is carried by the Additional Insured(s).



**Solely as respects liability insurance:** Such insurance as is afforded the Named Insured under the policies applies to liability assumed by the Named Insured under the Contract(s), but only to the extent of the coverage otherwise afforded under the policies.

**Airline liability insurance and Aviation war, hijacking and other perils liability insurance:** In the event of cancellation of the Policy(ies) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days / ten (10) days in the event of cancellation due to non-payment of premium / (seven (7) days or such shorter period as respects to war coverage) after issuance of notice to the Certificate Holder(s) (through Marsh USA) at the address(es) shown on the first page of this Certificate.

If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no Certificate Holder(s)' address(es) shown above or if the Certificate Holder(s)' address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es) of said Certificate Holder(s). Failure to do so will relieve Marsh USA of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the Certificate Holder(s)' address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh USA (in writing, at the above address) with the correct Certificate Holder(s)' address(es), in which case Marsh USA will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.

This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions of the Contract(s); (iv) solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)', (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as Additional Insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and the Policy(ies)).

This Certificate: (i) does not constitute a contract between Insurers, Marsh USA and the Certificate Holder(s); (ii) is issued as a summary of the Policy(ies) referred to herein; (iii) is issued as a matter of information only; (iv) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s), loss payee(s), contract party(ies) or otherwise) other than those provided by the Policy(ies); (v) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (vi) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.

Date of Issue: December 15, 2023

Marsh Specialty, a business of Marsh McLennan

