



Public
Risk
Underwriters

Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the Coverage Agreement for

Please review the document for accuracy and advise if you have any corrections or need further information.

As a reminder, you do not have any binding authority and any changes must be requested in writing. No coverage or change in coverage is bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc. This Coverage Agreement replaces and supersedes any previously issued Coverage confirmation.

Certificates of Insurance for the Preferred program may only be issued via the web-based OneShield portal. The web address is <https://pru.oms.oneshield.com>. Certificates may not be used to request changes of coverage. The retail agent is solely responsible for any information listed in the description section of the certificates. If you need assistance logging into OneShield, please contact your underwriter for support.

We appreciate the opportunity to offer this coverage to your client and if you have any questions or need further assistance please feel free to contact us.

***THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE COVERAGE AGREEMENT***



PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

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

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

Agreement Number: PK FL1 0282001 21-07

NAMED COVERED PARTY AND MAILING ADDRESS:

City of Avon Park
110 East Main Street
Avon Park, FL 33825

AGENT NAME AND ADDRESS:

Thompson Baker Agency
61 Cordova St,
St. Augustine, FL, 32085

AGREEMENT PERIOD:

From: 10/01/2021

To: 10/01/2022

At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

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

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

COVERAGE PART	ANNUAL PREMIUM
Property and Inland Marine Coverage	<u>Included</u>
General Liability Coverage	<u>Included</u>
Law Enforcement Coverage	<u>Not Included</u>
School Leaders' and Employment Practices Liability Coverage	<u>Not Included</u>
Automobile Coverage	<u>Included</u>
Garage Keepers Coverage	<u>Not Included</u>
Public Officials and Employment Practices Liability Coverage	<u>Included</u>
Crime Coverage	<u>Included</u>
Excess Workers' Compensation Coverage	<u>Not Included</u>
Deadly Weapon Protection Coverage	<u>Included</u>
TOTAL ANNUAL PREMIUM	\$472,102.00

FORMS APPLICABLE TO ALL COVERAGE PARTS:

See PGIT MN-002

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

COUNTERSIGNED 11/01/2021
Date

BY 
Authorized Representative

PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **City of Avon Park**

AGREEMENT NO.: **PK FL1 0282001 21-07**

Form Name	Form Number
Public Entity Coverage Agreement Forms List	PGIT MN-002 (10 16)
Public Entity Common Agreement Declarations	PGIT MN-001 (10 19)
Public Entity Common Agreement Conditions	PGIT MN-090 (10 19)
Public Entity Property and Inland Marine Coverage Part Declarations	PGIT MN-010 (10 21)
Public Entity Property - Property and Inland Marine Coverage Form	PGIT MN-104 (10 21)
Public Entity Property - Flood Coverage	PGIT MN-107 (10 17)
Public Entity Property - Earth Movement Coverage	PGIT MN-109 (10 21)
Public Entity Property - Schedule of Deductibles	PGIT MN-122 (10 18)
Public Entity Equipment Breakdown Protection Coverage Form	PGIT MN-150 (10 21)
Public Entity General Liability Coverage Part Declarations	PGIT MN-020 (10 18)
Public Entity General Liability - Coverage Form	PGIT MN-200 (10 19)
Public Entity General Liability - Preferred Endorsement	PGIT MN-203 (10 20)
Public Entity Communicable Disease Sublimit	PGIT MN-204 (10 20)
Public Entity General Liability - Employee Benefits Liability Coverage	PGIT MN-205 (10 13)
Public Entity General Liability - Deductible Liability Coverage	PGIT MN-206 (10 13)
Public Entity Public Officials and Employment Practice Liability Coverage Part Declarations	PGIT MN-025 (10 18)
Public Entity Public Officials Liability and Employment Practices Liability Coverage Form (CLAIMS MADE)	PGIT MN-500 (10 21)
Public Entity Cyber Liability Endorsement	PGIT MN-700 (10 21)
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 Autos	PGIT MN-311 (10 13)
Public Entity Auto - Mutual Aid Endorsement	PGIT MN-312 (10 13)
Public Entity Deadly Weapon Protection Declarations	PGIT MN-040 (10 21)
Public Entity Deadly Weapon Protection Coverage Form	PGIT MN-400 (10 20)
Public Entity Crime Coverage Part Declarations	PGIT MN-080 (10 14)
Public Entity Government Crime Coverage Form	PGIT MN-820 (10 13)
Public Entity Auto and General Liability - Nuclear Energy Liability Exclusion Endorsement	PGIT MN-900 (10 13)
Public Entity Auto, General Liability and Property - Automatic Additional Covered Parties	PGIT MN-902 (10 16)
Public Entity - Muni Inland Marine Schedule	
Public Entity - Muni Property Schedule	
Public Entity - Muni Auto Schedule	
Claim Notice	
Informational Contact	

PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

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

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.

The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

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

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

C. CONTROL OF PROPERTY

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

D. COORDINATION OF COVERAGES

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

E. EXAMINATION OF YOUR BOOKS AND RECORDS

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

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

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

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

G. LIBERALIZATION

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

H. MINIMUM EARNED PREMIUM

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

I. OTHER COVERAGE OR INSURANCE

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

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

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

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

J. PREMIUMS

The first named Covered Party shown in the Declarations:

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

K. SUBROGATION

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

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

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

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

N. CONSENT TO SETTLE

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

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

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

2%	TIV per Occurrence/Per Location for "Named Storm" subject to minimum of \$20,000 Per Occurrence
\$5,000	Per Occurrence – All Other Perils – Building & Contents and Extensions of Coverage
Per Attached Schedule	Inland Marine

Covered Property

Total Insured Values - Blanket Value Building and Contents - Per Schedule on file totaling \$35,434,900

Inland Marine

Blanket Unscheduled Inland Marine (Subject to \$25,000 any one item excludes Watercraft)	\$1,182,568
Scheduled Inland Marine	\$4,625,828
Total All Inland Marine	\$5,808,396

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

(X)	Code	Extensions of Coverage	Limit of Liability
X	A	Accounts Receivable	\$ 2,000,000 in any one occurrence
X	B	Animals	\$ 5,000 Annual aggregate in any one agreement period
X	C	Buildings Under Construction	If shown on the Property Schedule
X	D	Debris Removal Expense	\$ 250,000 or 25% of loss, whichever is greater, per occurrence
X	E	Demolition Cost, Operation of Building Laws and Increased Construction Cost	\$ 500,000 in any one occurrence
X	F	Duty to Defend	Included
X	G	Errors and Omissions	\$ 250,000 in any one occurrence
X	H	Expediting Expenses	\$ 5,000 in any one occurrence
X	I	Fire Department Charges	\$ 25,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$ 50,000 Annual aggregate in any one agreement period
X	K	Lawns, Plants, Trees and Shrubs	\$ 25,000 in any one occurrence
	L	Leasehold Interest	\$ 0 in any one occurrence
X	N	New Locations	\$ 2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier
X	O	Personal Property of Employees	\$ 100,000 in any one occurrence

X	P	Pollution Cleanup Expense	\$ 50,000 Annual Aggregate in any one agreement period
X	Q	Professional Fees	\$ 20,000 in any one occurrence
X	R	Recertification	\$ 10,000 in any one occurrence
X	S	Service Interruption Coverage	\$ 100,000 in any one occurrence
X	T	Transit	\$ 250,000 in any one occurrence
	U	Vehicle Property Coverage	\$ 0 in any one occurrence
X	V	Preservation of Property Coverage	\$ 250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$ 150,000 in any one occurrence
X	X	Business Income	\$ 2,000,000 in any one occurrence
X	Y	Additional Expense	\$ 1,000,000 in any one occurrence

Sublimits of Coverage

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

Equipment Breakdown (Boiler & Machinery)

<u>Coverage</u>	<u>Limit</u>
Property Damage/ Loss of Business Income/ Additional Expense per accident	\$35,434,900
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000
<u>Deductible</u>	<u>Amount</u>
Equipment Breakdown	\$5,000
Time Deductible	24 hrs

FORMS AND ENDORSEMENTS

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

Premium: **\$ INCLUDED**

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

PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

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

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

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

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

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

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

B. Coverages

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

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

C. Limits of Liability

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

Each sublimit stated in the DECLARATIONS, including the Extensions of Coverage, apply as part of, and not in addition to, the overall Total Insured Values coverage limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other covered interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

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

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

SECTION II - COVERAGES

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

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

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion

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

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act of terrorism. For the purpose of this Coverage Agreement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **1.** and/or **2.** above. If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon **you**.

B. Biological or Chemical Materials Exclusion

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

C. Electronic Data Exclusion

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

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

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

Listed Perils:

- a. Fire
- b. Explosion

D. Electronic Date Recognition Exclusion

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

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

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

E. Asbestos

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

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

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

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

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

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

This exclusion will not apply to physical loss to:

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

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

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

3. Flood

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

4. Pollution

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

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

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

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

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

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

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

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

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

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

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

8. Fungus

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

This exclusion applies regardless whether there is:

- a. any physical loss or damage to **covered property**;

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

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

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

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

This exclusion will not apply to physical loss to:

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

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

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

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

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

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

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

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

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

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

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

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

SECTION V - VALUATIONS

A. Actual Cash Value

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

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost**, computed at the time and place of the loss, if **replacement cost** is marked with an "X" in **Section 1.B**. Coverages unless otherwise indicated in this Coverage Agreement.
2. **We** will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, **we** will pay only the **actual cash value**.
 - a. **Our** obligations for **replacement cost** will be the smaller of:
 - (1) The cost 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;**
- (7) **Rented, Borrowed or Leased Equipment;**
- (8) **Vehicles scheduled under item U of the property extensions of coverage; or**
- (9) **Blanket Unscheduled Inland Marine subject to \$25,000 any one item**

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

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

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory

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

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America or;
3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

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

C. Titles of Paragraphs

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

D. Concealment, Misrepresentation or Fraud

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

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

E. Brands and Labels

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

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

F. Breach of Condition

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

G. Abandonment of Property

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

H. No Benefit to Bailee

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

I. Suit

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

J. No Reduction by Loss

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

K. Your duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;

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

L. Appraisal

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

- 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

- Covered losses** will be adjusted with **you** except as provided in Condition **S. Mortgage Holders**.
- 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:

- You** have complied with all the terms of this Coverage Agreement;
- We** have reached agreement with **you** on the amount of **covered loss**, or
- 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:

- The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**; or
- 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

- 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.
- 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.
- If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:

- (a) Pays any premium due under this Coverage Agreement at **our** request;
 - (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
 - (c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder. All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.
4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:
- (a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
 - (b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.
- In the event of a **covered loss**, **we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us**, and **you** will pay **your** remaining mortgage debt to **us**.
5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you**.
6. The term "mortgage holder" includes trustees.

T. Loss Payee

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

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

U. Inspection

- 1. During the period of this Coverage Agreement, **we** will be permitted, but not obligated, to inspect the **covered property**. Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that the **covered property** is safe, healthful, or in compliance with laws, regulations, codes or standards.
- 2. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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

SECTION VII - EXTENSIONS OF COVERAGE

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

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

A. Accounts Receivable

- 1. **We** will pay the following expenses directly resulting from a **covered loss** to **your** records of accounts receivable at a **covered location**:
 - (a) Amounts due **you** from customers that **you** are unable to collect;
 - (b) Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;
 - (c) Collection expense above **your** normal collection expense; and,
 - (d) Reasonable expenses **you** incur to re-establish **your** records of accounts receivable.

2. Amount of Loss

- (a) If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated in the following manner:
 - (1) **Your** average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.
- (b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:
 - (1) Balances for accounts not damaged or affected by the loss;
 - (2) Amounts of accounts **you** are able to re-establish and collect;
 - (3) An allowance for bad debts **you** are not normally able to collect.
 - (4) All unearned interest and service charges.
- 3. For the purposes of this extension, the following additional exclusions apply and **we** will not pay for:
 - (a) Any loss that requires an audit or inventory to establish its existence;
 - (b) Any fraudulent, dishonest or criminal act done by:
 - (1) Anyone entrusted with the **covered property**, including their employees and agents;
or
 - (2) Anyone having an interest in the **covered property**.
 - This exclusion does not apply to the acts of a carrier for hire;
 - (c) Bookkeeping, accounting, or billing errors or omissions;
 - (d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
 - (e) Taxes or Bond revenue.
- 4. For the purposes of this extension, the following additional conditions apply:
 - (a) When **you** are not open for business, or when **you** are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
 - (b) When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** loss.
 - (c) When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

B. Animals

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

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

No veterinary costs are included in this extension.

C. Buildings Under Construction

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

Buildings Under Construction include:

- 1. New buildings being erected at a **covered location**;
- 2. Additions to any buildings already covered under this agreement; or
- 3. Renovations to any buildings included in the schedule.

4. New buildings being erected at sites other than a **covered location**, subject to final contract value any one construction project limit of \$25,000,000.

D. Debris Removal Expense:

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

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

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

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

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

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.
 - (d) **We** will not pay for any:
 - (1) Of these costs unless they are incurred within two (2) years from the date of loss.
 - (2) Loss due to any law or ordinance that:
 - (i) **You** were required to comply with before the loss, even if the building was undamaged; and
 - (ii) **You** failed to comply with.
 - (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend

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

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

4. The personal property of others is the type of property covered by this **Coverage Agreement**.

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

G. Errors and Omissions

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

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

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

H. Expediting Expenses:

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

I. Fire Department Charges:

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

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the **fungus**, wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**, and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence**.
 - (a) A covered loss other than fire or lightning; or
 - (b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.
2. Under conditions described in 1. above, **we** will pay for loss or damage by **fungus**, wet or dry rot, or bacteria. As used in this coverage, the term damage means:
 - (a) Direct physical loss or damage to covered property caused by **fungus**, wet or dry rot, or bacteria, including the cost of removal of **fungus**, wet or dry rot, or bacteria;
 - (b) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungus**, wet or dry rot, or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot, or bacteria are present.
3. Regardless of the number of claims, the limit shown in the Declarations is the most **we** will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage

Agreement Period. **We** will not pay more than this amount even if the **fungus**, wet or dry rot, or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.

4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.
5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants**.
6. **Fungus** Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

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

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

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

L. Leasehold Interest:

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

The difference between:

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

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

N. New Locations:

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

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

Upon notification to and acceptance by **us** any **New Location**, the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. **We** shall be permitted but not obligated to inspect the **New Location**. During the current Coverage Agreement period, **we** will not charge an additional premium for new locations if the 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.

X. Your Loss of Business Income

a. **We** will pay for the actual loss of Business Income **you** sustain due to the necessary suspension of **your** operations during the period of restoration. The suspension must be caused by:

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

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

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

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

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

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

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

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

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

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

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

f. We will not pay for:

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

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

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

Y. Additional Expense

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

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

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

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

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

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

d. Coverage for **Additional Expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic **data**, or any loss or damage to electronic **data**.

e. We will not pay for:

- (1) Loss of **Business Income**
- (2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.
- (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.

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

SECTION VIII - DEFINITIONS

- A. Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following
- 1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
 - 3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
 - 4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
 - 5. An event inside hot water boilers or other heating equipment that damages such equipment; or
 - 6. Bursting, cracking or splitting.
- B. Actual cash value** means **replacement cost** less deduction for depreciation.
- C. Additional Expense** means necessary expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
- 1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - 2. Minimize the suspension of business if **you** cannot continue operations.
- D. Business income** means:
- 1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
 - 2. Continuing normal operating expenses incurred, including payroll.
- E. Coverage agreement period** means the time during which coverage is provided by this Coverage Agreement.

- F. Covered Equipment** means the following unless specified otherwise in an endorsement to this Coverage Agreement:
1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment**.
 2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- G. Covered location** means those locations shown on the **Schedule of the DECLARATIONS** or on the Schedule of any endorsement to this Coverage Agreement.
- H. Covered loss or loss** means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.
- I. Covered property** means property covered by this Coverage Agreement.
- J. Data** means any information recorded on **media** and used in **your** processing operations.
- K. Earth movement**, whether natural or man-made, includes but is not limited to:
1. Earthquake;
 2. Landslide;
 3. Mudflow; or
 4. Sinking, rising or shifting of the earth.
- L. Effective Date** means the day and time at which the coverage provided by this Coverage Agreement begins.
- M. Flood** means: rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer backup resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:
1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
 2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**
- N. Fungus** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.
- O. Inland Marine** means scheduled:
1. **Communications Equipment - your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.
 2. **Contractor's/Mobile Equipment - your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.
 3. **Electronic Data Processing Equipment - your** programmable electronic equipment that is used to store, retrieve and process **data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.
 4. **Emergency Service Portable Equipment - your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft**.
 5. **Fine Arts - your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.

6. **Other Inland Marine - your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
7. **Rented, Borrowed or Leased Equipment** - items in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
8. **Valuable Papers - your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
9. **Watercraft - your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
10. **Blanket Unscheduled Inland Marine - your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of \$25,000.

P. Limits of liability means the maximum amount **we** will pay for a **covered loss**.

Q. Media means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment**.

R. Named Storm means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center, or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence**.

S. Necessary expenses means expenses in excess of normal operating expenses, **you** incur in reducing your loss of **business income**. **We** will not pay more than **we** would pay if **you** had been unable to make up lost production or continue operations or services.

T. New locations means:

1. **Real Property you** purchase or rent including **Personal Property** at that location;
2. **Real Property you** begin to build; or
3. **Inland Marine you** purchase.

after the **effective date** of this Coverage Agreement.

U. Occurrence means a sudden, identifiable, fortuitous event that result in a **covered loss** or series of events directly resulting from a **covered loss**.

V. Over the road coverage means while vehicle is being driven or is in the course of traveling from one location to another.

W. Peril(s) insured against means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. Period of restoration means:

1. For buildings and equipment, the period of time which:
 - (a) starts at the time of a **covered loss** and,
 - (b) ends when using reasonable speed, the building and equipment could be:
 - (1) repaired or replaced; and
 - (2) made ready for operations;
- under the same or equivalent physical and operating conditions that existed prior to the damage.

- (c) For buildings under construction:
 - (1) **We** will apply the time period defined in 1. above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
 - (2) **We** will give consideration to the actual experience of the business after completion of the construction and start-up.
- 2. For stock in-process and mercantile stock, including finished goods not manufactured by **you**, the time required using reasonable speed:
 - (a) To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
 - (b) To replace physically damaged mercantile stock.
- 3. For raw materials and supplies, the period of time:
 - (a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
 - (b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
- 4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
- 5. The time required using reasonable speed to restore the physically damaged or destroyed **data**, programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

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

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

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

Y. Personal property means:

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

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

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

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open-air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches, and playground equipment.
6. Property in the open 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 above ground structure, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC ENTITY PROPERTY
FLOOD COVERAGE**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

EXCLUSION F.3.

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

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

B. Limit of Liability

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

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

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

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

C. FLOOD DEDUCTIBLE

any one occurrence except;

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

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

D. ADDITIONAL DEFINITIONS

Flood Zone A

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

Flood Zone V

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

PUBLIC ENTITY

PROPERTY- EARTH MOVEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

EXCLUSION F.2.

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

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

B. Limit of Liability

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

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

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

PUBLIC ENTITY
SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

A. Deductible(s)

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

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

Earth Movement Schedule

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

3. Flood Deductible

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

Flood Schedule

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

4. Named Storm Deductible

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

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

Example:

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

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

Assume a Named Storm caused the following covered loss:

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

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

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

PUBLIC ENTITY

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

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

2. Coverages Provided

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

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

- a. Property Damage

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

- b. Expediting Expenses

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

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

- c. Loss of Business Income

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

- d. Additional Expense

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

reconstruction.

e. Spoilage Damage

(1) **We** will pay for:

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

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

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

f. Utility Interruption

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

- (1) The interruption is the direct result of a "Breakdown" to "**Covered Equipment**" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes, or provides utility services which **you** receive;
- (2) The "**Covered Equipment**" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to **your** premises; and
- (3) The interruption of utility services to **your** premises lasts at least the consecutive period of time shown in the DECLARATIONS. 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**.

l. **"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, tsunamis, overflow of any body of water, or their spray, all whether driven by **wind** or not;
 - b. Mudflow or mudslides; or
 - c. Backup of sewers, drains, or drainage piping;
- all whether naturally occurring or due to man-made or other artificial causes.

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

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

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

8. An explosion

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

- a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or
- b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

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

10. Fire or combustion explosion including those that:

- a. Result in a "Covered Cause of Loss";
- b. Occur at the same time as a "Covered Cause of Loss"; or
- c. Ensurue from a "Covered Cause of Loss."

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

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

12. "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;
 - l. Vehicles, including any material carried in or on the vehicles; or
 - m. Weight of snow, ice, sleet.
18. Any “Breakdown” to “**Covered Equipment**” that takes place while the “**Covered Equipment**” is undergoing a test which subjects the “**Covered Equipment**” to greater than maximum allowable operating conditions as identified by the manufacturer of the “**Covered Equipment**.”
19. Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:
- a. If a “Covered Cause of Loss” ensues, **we** will pay the ensuing loss or damage not otherwise excluded; and
 - b. This exclusion does not apply to loss or damage caused by or resulting from “**Fungus**,” wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11**.
20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
21. With respect to **Loss of Business Income** Coverage, **Additional Expense** Coverage, and Utility Interruption Coverage, the following additional exclusions shall apply:
- a. The business that would not or could not have been carried on if the “Breakdown” had not occurred; or
 - b. **Your** failure to use due diligence and dispatch to operate **your** business as nearly normal as practicable at the premises shown in the DECLARATIONS.
22. With respect to Spoilage coverage paragraph **A.2.e.(1)(b)** and Utility Interruption Coverage: **Specified Perils**, any loss resulting from the following causes of loss:
- a. Aircraft;
 - b. Civil commotion;
 - c. Collapse;
 - d. Freezing caused by cold weather;
 - e. Impact of aircraft, missile or vehicle;
 - f. Lightning;

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

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

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

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

C. Equipment Breakdown Coverage Limits of Coverage

- 1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.
- 2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.
- 3. For each coverage in Paragraph **A.2.** if:
 - a. Included is shown in the DECLARATIONS, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
 - b. A limit is shown in the DECLARATIONS, **we** will not pay more than the Limit of Coverage for each such coverage.

4. For any "**Covered Equipment**" that is:

- a. Used solely to supply utility services to **your** premises;
- b. Owned by a public or private utility;
- c. Not in **your** care, custody or control and for which **you** are legally liable; and
- d. Covered under this Coverage Form;

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

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

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

5. Unless a higher limit or Included is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is \$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 would have paid had no "Hazardous Substance" been involved with the loss.

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

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

d. Water Damage

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

D. Equipment Breakdown Coverage Deductibles

1. Application of Deductibles

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

Deductibles apply separately for each applicable coverage except if:

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

2. Determination of Deductibles

a. Dollar Deductible

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

b. Time Deductible

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

c. Multiple of Daily Value Deductible

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

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

d. Percentage of Loss Deductible

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

e. Minimum or Maximum Deductibles

(1) If:

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

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

(2) If:

- (a) A maximum dollar amount deductible is shown in the DECLARATIONS; and
- (b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

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

E. Equipment Breakdown Coverage Conditions

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

1. Loss Conditions

a. Defense

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

b. Insurance Under Two or More Coverages

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

c. Other Insurance

(1) **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Endorsement. If **you** do, **we** will pay **our** share of the **covered loss** or damage. **Our** share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph (1), **we** will pay only for the amount of **covered loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Coverage.

d. Valuation

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

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

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

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

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

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

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

(3) If:

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

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

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

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

(5) If all of the following conditions are met, property held by **you** for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had:

- (a) The property was manufactured by **you**;

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

2. General Conditions

a. Additional Covered Party

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

b. Suspension

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

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

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

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

F. Equipment Breakdown Coverage Definitions

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

1. “Breakdown”

- a. Means the following direct physical loss that causes damage to “**Covered Equipment**” and necessitates its repair or replacement:

- (1) Failure of pressure or vacuum equipment;
- (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
- (3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

- b. Does not mean or include:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time to provide instructions to “**Covered Equipment**”;
- (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (4) Damage to any vacuum tube, gas tube, or brush;
- (5) Damage to any structure or foundation supporting the “**Covered Equipment**” or any of its parts;

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

2. "Computer Equipment" means:

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

It does not include "**Data**" or "**Media**."

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

"Covered Equipment"

a. Means and includes any:

- (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;
- (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
- (3) Communication equipment, and "Computer Equipment"; and
- (4) Equipment in Paragraphs (1), (2) and (3) that is owned by a public or private utility and used solely to supply utility services to **your** premises.

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

b. Does not mean or include any:

- (1) "**Media**";
- (2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (3) Insulating or refractory material, but not excluding the glass lining of any "**Covered Equipment**";
- (4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;
- (5) Catalyst;
- (6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- (7) Structure, foundation, cabinet or compartment supporting or containing the "**Covered Equipment**" or part of the "**Covered Equipment**" including penstock, draft tube or well casing;
- (8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "**Covered Equipment**" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
- (9) Dragline, excavation, or construction equipment including any "**Covered Equipment**" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
- (10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
- (11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic dental or pathological purposes including any "**Covered Equipment**" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as Included in the Declarations;
- (12) Equipment or any part of such equipment manufactured by **you** for sale; or
- (13) Contractors/Mobile Equipment

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

a. "**Covered Property**" means any property that:

- (1) **You** own; or
 - (2) Is in **your** care, custody or control and for which **you** are legally liable.
- b. **"Covered Property"** does not mean:
 - (1) **"Data"**
 - (2) Dams, Dikes or levees; or
 - (3) Animals
- 5. With regard to the coverage provided by this Coverage Form only, the definition of **"Data"** in the Property and Inland Marine Coverage Form is deleted and replaced by:

"Data" means:

 - a. Programmed and recorded material stored on **"Media"**; and
 - b. Programming records used for **electronic data processing**, or electronically controlled equipment.
- 6. **"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: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

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

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

Coverage

<input checked="" type="checkbox"/>	Bodily Injury and Property Damage Personal Injury and Advertising Injury Products / Completed Operation General Aggregate Limit Medical Payments	\$5,000,000 Included Included N/A N/A	Per Occurrence Per Person or Organization
<input checked="" type="checkbox"/>	Employee Benefits Liability	\$5,000,000 N/A	Per Occurrence Aggregate Limit
<input checked="" type="checkbox"/>	Fire Damage Limit	Included	Any One Premise
<input checked="" type="checkbox"/>	Sewer Backup & Water Damage Coverage	\$10,000 \$200,000 \$200,000	No Fault Per Claimant At Fault Per Claimant Annual Aggregate
<input checked="" type="checkbox"/>	Pesticide / Herbicide Limit	\$1,000,000	Aggregate Limit
<input type="checkbox"/>	Law Enforcement	N/A	Per Occurrence

FORMS AND ENDORSEMENTS

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

See **PGIT MN-002**

Premium: _____ \$ INCLUDED _____

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

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE FORM (Occurrence)

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

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

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

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

SECTION I - COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

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

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

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

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

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

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

2. Exclusions

This coverage agreement does not apply to:

- a. **Expected or Intended Injury**

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

h. Mobile Equipment

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

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

i. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

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

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

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

n. Recall of Products, Work or Impaired Property

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

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

o. Racketeering

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

p. Law Enforcement

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

q. Asbestos

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

r. Personal and Advertising Injury

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

s. Mold, Fungi, or Bacteria

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

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

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

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

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

t. Media Content Services Liability

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

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

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

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

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

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

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

Damages arising out of:

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

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

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

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

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

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

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

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

- b. This coverage agreement applies to:

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

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

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

2. Exclusions.

This coverage agreement does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;
- (3) Arising out of a criminal act committed by or at the direction of the covered party; or
- (4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.

c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party

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

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

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

g. "Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.

h. "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

i. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

k. Media Content Service Liability

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

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

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

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

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

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

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

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

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

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

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

C. HERBICIDE AND PESTICIDE

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

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

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

1. Coverage Agreement

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

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

provided that:

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

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

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

2. Exclusions related to Medical Payments

We will not pay expenses for "bodily injury":

a. Any Insured

To any Covered Party, except "volunteer workers."

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

E. SEWER BACKUP & WATER DAMAGE COVERAGE

(Provided if limits are shown on Declarations Page)

1. Coverage Agreement

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

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

2. Right and Duty to Defend

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

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

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

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

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

We will not pay for "property damage":

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

These payments will not reduce the limits of coverage.

SECTION II - WHO IS A COVERED PARTY

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

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

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

SECTION III - LIMITS OF COVERAGE

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- A.** Bankruptcy.
- Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.
- B.** Duties In The Event Of Occurrence, Claim Or Suit.
1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" or offense took place;

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

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

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

C. Legal Action Against Us.

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

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

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

D. Representations.

By accepting this agreement, you agree:

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

E. Separation Of Covered Parties.

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

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

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

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

G. When We Do Not Renew.

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

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

H. Support and Cooperation in Opposition to Claim Bill Legislation

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

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

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

I. Coordination of Coverage with Public Officials Liability

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

SECTION V - DEFINITIONS

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

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

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

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

D. "Coverage territory" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. "Property damage" means:

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

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

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

Q. "Your product"

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

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

R. "Your work"

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

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

PUBLIC ENTITY

PREFERRED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

This coverage does not apply to any liability:

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

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

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

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

PUBLIC ENTITY

COMMUNICABLE DISEASE SUBLIMIT– SPECIFIED OPERATION OR LOCATION

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

SCHEDULE

Specified Operation(s) or Location(s):

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

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

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

This coverage agreement does not apply to:

V.

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

- a. Originates from;
- b. Is caused by,
- c. Arises out of;
- d. Is contributed to by;
- e. Results from; or
- f. Is otherwise in connection with;

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

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

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

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

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

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

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

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

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

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

- 1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 2) Regardless of the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal; and
- 3) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or tangible or intangible property damage.

All other terms and conditions remain unchanged.

PUBLIC ENTITY

EMPLOYEE BENEFITS LIABILITY COVERAGE (Occurrence)

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

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

1. Coverage Agreement

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

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

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

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

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

2. Exclusions

This coverage does not apply to:

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

f. Workers' Compensation and Similar Laws

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

g. ERISA

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

h. Available Benefits

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

i. Taxes, Fines or Penalties

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

j. Employment-Related Practices

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

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

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

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

- a.** Each of your "employees" who is or was authorized to administer your "employee benefit program."
 - b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 2.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered Party if no other similar insurance applies to that organization. However:
- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.
 - b.** Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

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

1. Limits of Coverage

- a.** The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1)** Covered Parties
 - (2)** "Claims" made or "suits" brought;
 - (3)** Persons or organizations making "claims" or bringing "suits";
 - (4)** Acts, errors or omissions; or
 - (5)** Benefits included in your "employee benefit program."

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

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

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

2. Deductible

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

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

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

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

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

- 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.

PUBLIC ENTITY

GENERAL LIABILITY DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

ENDORSEMENT EFFECTIVE: 10/01/2021

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

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

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

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

SCHEDULE

GENERAL LIABILITY

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

EMPLOYEE BENEFITS

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

LAW ENFORCEMENT LIABILITY

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

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

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

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

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

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

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

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

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

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

D.

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



PUBLIC ENTITY

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

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

<input checked="" type="checkbox"/>	Employment Practices Liability	\$1,000,000 N/A	Per Claim Aggregate Limit
	Retroactive Date	10/01/2015	
<input checked="" type="checkbox"/>	Public Officials Liability	\$1,000,000 N/A	Per Claim Aggregate Limit
	Retroactive Date	10/01/2015	

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 ENDORSEMENTS

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

See PGIT MN-002

Premium: \$ INCLUDED

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

PUBLIC ENTITY

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**.
3. 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.

C. Key Individual Replacement Expenses

The **Trust** will reimburse the **named covered party** up to a maximum of \$25,000 for the actual cost and expenses incurred to replace your Mayor, City/County Manager or City/County Administrator or Executive Director, if the person holding that position suffers an injury during the **coverage agreement period** which results in loss of life during the **coverage agreement period**. **Key Individual Replacement expenses** must

be incurred by the **Named Covered Party** and reported to us during the **coverage agreement period** or within the **extended reporting period**. This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

D. Emergency Travel Expenses

The **Trust** will reimburse you up to a maximum of \$5,000 for all **emergency travel expenses** incurred by your Mayor, City/County Manager, City/County Administrator or Executive Director due to a **certified act of terrorism** that commences during the **coverage agreement period**. **Emergency travel expenses** must be incurred and reported to us during the **coverage agreement period** or within the **extended reporting period**. This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

E. Identity Theft Expenses

The **Trust** will reimburse up to \$5,000 to any present Mayor, City/County Manager, City/County Administrator, or Executive Director of the **named covered party** for identity theft expenses that have been incurred during the **coverage agreement period** for an **identity theft event** that occurred during the **coverage agreement period**. Identity theft expenses must be incurred and reported to us during the **coverage agreement period** or within the **Extended reporting period**. This benefit is not subject to a deductible and does not apply to equivalent position of outside third party.

Identity theft expenses means:

1. Costs of notarizing documents required by any financial institution or similar creditors as testaments of fraud.
2. Costs for certified mail to law enforcement agencies, financial institutions or similar creditors; or
3. Loan application fees for reapplying for loans when the original application is rejected solely because of incorrect credit information.

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:
 1. 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 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, wastewater, 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:

1. 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,
2. 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 another 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.
- X. Key Individual Replacement Expenses** means:
1. The cost of advertising the open position; and
 2. Travel, lodging and meal expense incurred in interviewing applicants for the open position; and
 3. Miscellaneous extra expenses incurred in finding, interviewing, and negotiating with the applicants, including overtime pay, costs to verify the applicants background, and references and legal expenses incurred to prepare employment contracts.
- Y. Emergency Travel Expenses** means the additional cost of travel, accommodating and rescue, including the cost of transporting personal baggage, of a Mayor, City/ County Manager, City/ County Administrator, or Executive Director of the Named Insured incurred as a direct result of the cancellation of that Insured Mayor, City/ County Manager, City/ County Administrator, or Executive Director's previously scheduled transport that necessitates re-scheduling within forty-eight (48) hours of the date and time that the **certified act of terrorism** was first initiated.
- Z. Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** means the following:
1. The act resulted in insured **losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- AA. Identity theft event** means the misappropriation of **personally identifiable information** or any other confidential information which has resulted in the wrongful or fraudulent use of such **personally identifiable information**, including but not limited to fraudulently emulating the identity of an individual.
- BB. Personally Identifiable Information** means:
1. Information from which an individual may be uniquely and reliably identified, including but not limited to an individual's name, address, telephone number, or email address, in combination with their Social Security number, account relationships, account numbers, passwords, PIN numbers, credit card numbers or biometric information; or
 2. Personal information as defined in any U.S. federal or state privacy protection law governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder, or any similar or related laws or regulations of any foreign jurisdiction, including but not limited to:

- (a) Nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act of 1999 as amended and any regulations promulgated thereto.
- (b) Protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) as amended, and any regulations promulgated thereto.
- (c) Personal information as defined in the Florida Statute 817.568
- (d) Customer information held by a creditor or financial institution as defined by and protected under the FTC Red Flags Rule.

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**;
 - 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 crossclaims or counterclaims 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:
 - 1. 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:

1. 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 **Covered Parties** shown in the Declarations, shall also apply 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.
- 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 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. 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

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 expenses** and subject to sublimits per the insuring agreements):

- (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**:

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

E. 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:

First Party Coverage Enhancements		Limit	Waiting Period
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

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 Business Interruption	Loss of Business Income	\$1,000,000	10 hours
	Extra Expense	\$1,000,000	Deductible
			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 Coverage Enhancements		Limit	Waiting Period
Dependent Business Interruption System Failure	Loss of Business Income	\$100,000	10 hours
	Extra Expense	\$100,000	Deductible
			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**.

- I. Bricking** – The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible for hardware replacement costs that the Covered Party incurs resulting from a **bricking incident**. Coverage for a **bricking incident** is sublimited to \$250,000.

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 **Item 1.(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-judgment and post-judgment 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;
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
 - b. 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
 3. 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;
 5. 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;
2. 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 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 **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 by 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:

1. 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 threatened 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 apply 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

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
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** and subject to a \$250,000 sublimit. 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
2. 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

PUBLIC ENTITY

AUTOMOBILE COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

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 \$5,000,000 \$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	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$____ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos"	Not Included
PHYSICAL DAMAGE COLLISION COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE TOWING AND LABOR (Not available in California)	N/A	N/A For Each Disablement of A Private Passenger "Auto"	Not Included
PREMIUM			INCLUDED

ITEM THREE**SCHEDULE OF COVERED AUTOS YOU OWN**

SEE ATTACHED SCHEDULE

ITEM FOUR**SCHEDULE FOR HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS****LIABILITY COVERAGE**

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

PHYSICAL DAMAGE COVERAGE

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

ITEM FIVE**SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED COVERED PARTY'S BUSINESS	RATING BASIS	PREMIUM
Municipality	\$IF ANY	Included

FORMS AND ENDORSEMENTS

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

See PGIT MN-002

Premium: \$ INCLUDED

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

PUBLIC ENTITY

AUTOMOBILE COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

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

A. Description of Covered Auto Designation

Symbols SYMBOL DESCRIPTION

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

B. Owned Autos You Acquire After the Coverage Agreement Begins

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

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

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

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

SECTION II- LIABILITY COVERAGE

A. Coverage

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

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

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

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

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

1. Who Is A Covered Party

The following are "covered parties":

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

2. Coverage Extensions

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

b. Out-of-State Coverage Extensions.

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

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

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

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

3. Workers' Compensation

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

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

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

This exclusion applies:

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

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

5. Fellow Employee

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

6. Care, Custody Or Control

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

7. Handling Of Property

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

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

8. Movement Of Property By Mechanical Device

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

9. Operations

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

10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

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

11. Pollution

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

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

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

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

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

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

12. War

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

13. Professional Liability

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

14. Racing

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

C. Limit Of Coverage

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

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

FLORIDA AUTOMOBILE LIABILITY LIMITS we will pay:

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

D. Other Coverage

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

2. Towing

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

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

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

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

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

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

5. Rental Coverage

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

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. Nuclear Hazard.
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action.
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. Other Exclusions.

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

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

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

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

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

C. Limit Of Coverage

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

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

D. Deductible

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

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

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

B. Who Is A Covered Party

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

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

C. Exclusions

This coverage does not apply to any of the following:

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

D. Limit of Coverage

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

E. Changes In Conditions

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

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

F. Additional Definitions

As used in this Section:

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

SECTION V - BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

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

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

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

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

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

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

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

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

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

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

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

3. Legal Action Against Us

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

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

4. Loss Payment - Physical Damage

Coverages At our option we may:

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

6. Support and Cooperation in Opposition to Claim Bill Legislation

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

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

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Coverage Agreement Period, Coverage Territory

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

- a. During the Coverage Agreement period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Puerto Rico; and
 - (4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.
- b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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

covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

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

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

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

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

E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

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

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

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

- a.** That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b.** That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- d.** That does not comply with Florida Statute 768.28.

- G.** "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- H.** "Loss" means direct and accidental loss or damage.
- I.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
 7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- J.** "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K.** "Property damage" means damage to or loss of use of tangible property.
- L.** "Suit" means a civil proceeding in which:
- (1) Damages because of "bodily injury" or "property damage"; or
 - (2) A "covered pollution cost or expense"
- to which this coverage applies, are alleged.
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" must submit or does submit with our consent; or

- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.

PUBLIC ENTITY

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

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

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other Physical Damage Coverage provisions will apply.
3. Paragraph 1. of Loss Conditions, Appraisal for Physical Damage Loss, is replaced by the following:

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

B. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by a "covered party" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
 - c. "Loss" to a covered "auto" or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. The participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

PUBLIC ENTITY

Florida 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:

Benefits

Total Aggregate Limit

Death Benefits

Medical Benefits

Disability Benefits

Limit Per Person

Up to \$10,000 Limit (Medical and Disability Benefits)

\$5,000 (in addition to the medical and disability benefits)

80% of reasonable medical expenses subject to total aggregate limit

60% of loss of gross income and earning capacity and replacement services subject to total aggregate limit (payable every two weeks)

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

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for a "covered party" who sustains bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, subject to the limits shown in the schedule, as follows:

1. Medical Benefits

All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital and nursing services if the individual received initial services and care as provided herein within 14 days after the motor vehicle accident, and for necessary remedial treatment and services recognized and permitted under the laws of the state for a "Covered Party" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary." Initial services and care must be lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapter 458 (medical physician)

or Chapter 459 (osteopathic physician), a dentist licensed under Chapter 466, or a chiropractic physician licensed under Chapter 460 or that are provided in a hospital or facility that owns or is wholly owned by a hospital. Initial services include care provided by a person or entity licensed under Part III of Chapter 401, which provides emergency transportation and treatment. Follow-up services and care must be consistent with the underlying medical diagnosis rendered as part of the initial services and care provided so long as such care and services are provided by persons and entities authorized pursuant to s.627.736 (1)(a)2. of Florida's Motor Vehicle No-Fault law, as amended. Medical Benefits do not include massage as defined in s. 480.033 or acupuncture as defined in s. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision. Reimbursement for services and care is provided (subject to the 80% limitation) up to \$10,000 if a physician licensed under Chapter 466 (medical) or Chapter 459 (osteopathic), dentist licensed under Chapter 466, physician assistant licensed under Chapter 458 or Chapter 459, or an advanced registered nurse practitioner licensed under Chapter 464 has determined that the injured person had an emergency medical condition. Reimbursement is limited to \$2500 (subject to the 80% limitation) if the injured person did not have an emergency medical condition.

2. Disability Benefits

With respect to the period of disability of the injured person any loss of gross income and loss of earning capacity per individual from the inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his or her household; and

3. Death benefits

Death benefits of \$5,000 per individual in addition to the Medical Benefits and the Disability Benefits provided. We may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or by marriage, or to any person appearing to us to be equitably entitled to such benefits.

B. Who Is A Covered Party

1. The "Named Covered Party"
2. If the "Named Covered Party" is an individual, any "family member."
3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" and relatives residing in the same household while occupying another motor vehicle owned by the named insured and not insured under this policy;
2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her injury under any of the following circumstances:
 - a. Causing injury to himself or herself intentionally; or
 - b. Being injured while committing a felony.
4. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
5. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the owner's insurer; or
6. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limits of Coverage

1. Regardless of the number of persons covered, policies or bounds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection Medical benefits and Disability Benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be \$10,000, provided that payment for Death Benefits shall be \$5,000 per person, per accident in addition to the aggregate Medical benefits and Disability benefits maximum limitation of \$10,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. This insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule, if any, will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1**, **A.2**, and **A.3** of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the Death Benefit.
5. As provided for in Section 627.736 (5) of Florida's Motor Vehicle no-Fault Law, as amended, we limit payment to providers subject to the schedule of charges set forth within that section of the law. We will pay all charges (subject to the 80% limitation) for Medical Benefits to providers submitting charges less than those allowed under that section of the law.

E. Changes in Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event of Accident, Claim, Suit or Loss:
In the event of an "accident", the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."
If any injured person or his legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:
No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer of Rights of Recovery Against Others to Us is replaced by the following:
Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
 - a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
 - b. If any person to or from whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
 - c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following: We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "covered party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party." If we had reasonable belief that a fraudulent insurance act has been committed under Florida's No-Fault Insurance Law, we will notify the claimant, in writing, within 30 days after submission of the claim that we are investigating the claim for suspected fraud. At the end of the initial 30-day period we will have an additional 60 days to conduct our fraud investigation. Within 90 days of submission of the claim we will either deny the claim based upon our finding of fraudulent activity or pay the claim with simple interest from the date the claim was submitted until the date the claim is paid. If we deny the claim based upon a finding of fraudulent activity we will report such information to the Florida Division of Insurance Fraud.

F. Additional Conditions

The following Conditions are added:

1. Mediation

- a. In any claim filed by a "Covered Party" with us for:
1. "Bodily Injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 2. "Property Damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto" or;
 3. "Loss" to a covered "auto" or its equipment, in any amount, either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- c. The request must state:
1. Why the mediation is being requested.
 2. The issues in dispute, which are to be mediated.
- d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to a further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Modification Of Agreement Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits, but shall not be payable for the amount of the deductible selected.

3. Proof Of Claim; Medical Reports and Examination: Payment of Claim Withheld

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement. If the recomputed premium exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions for Rented or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory

The coverage under this Section applies only to "accidents" which occur during the agreement period:

- a. In the state of Florida;
- b. As with respect to the "Named Covered Party" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As with respect to the "Named Covered Party", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor Vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;
However, "motor vehicle" does not include:
 - a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.
2. "Family member" means a person related to the "Named Covered Party" by blood, marriage or adoption including a ward or foster child who is resident of the same household as the "Named Covered Party".

3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to patient health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ or part.
8. "Medically Necessary" refers to medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

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

A. Section II – Liability Coverage is changed as follows:

1. Paragraph **a.** of the Pollution Exclusion (**B.11.**) applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody or Control does not apply.

B. Changes in Section VI – Definitions

For the purposes of this endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or “suit” by or on behalf of a governmental authority demanding that the “covered party” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants.”

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- a. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “covered party” for movement into or onto the covered “auto”; or
- b. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “covered party.”

Paragraphs **a.** and **b.** above do not apply to “accidents” that occur away from premises owned by or rented to a “covered party” with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto” not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

PUBLIC ENTITY

MUTUAL AID ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

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

A. Coverage

1. We will pay all sums you legally must pay for "loss" to an "auto," including its equipment, owned by any municipality, fire district, ambulance district, fire department or fire company which provides you police, ambulance services or fire assistance.
2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when our limit for this coverage has been exhausted by payment of judgments or settlements.

B. Exclusions

This coverage does not apply to:

1. Any expense incurred in or material used in connection with the operation of the "auto" or its equipment.
2. "Loss" caused by declared or undeclared war or insurrection or any of their consequences.
3. "Loss" caused by the explosion of a nuclear weapon or its consequences.

C. Limit of Coverage

The most we will pay for all "loss" from any one "accident" is the limit of coverage stated in the Declarations. Our obligation under "bodily injury" and "property damage" is to pay damages on your behalf in excess of any deductible or self insured retention stated in the declarations applicable to such coverages.

D. Conditions

All the Conditions apply to the coverage provided by this endorsement except Other Insurance. The coverage provided by this endorsement is primary.

PUBLIC ENTITY

DEADLY WEAPON PROTECTION COVERAGE PART DECLARATIONS **(CLAIMS MADE)**

COVERED PARTY:

AGREEMENT NO.:

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

<u>COVERAGE</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>
DEADLY WEAPON EVENT (Inclusive of Claims Expenses)	Per Event	Per Event
<u>SUBLIMITS (These limits do not increase the event limit stated above)</u>		
BUSINESS INTERRUPTION	INCLUDED	
DEMOLITION, CLEARANCE AND MEMORIALIZATION	\$250,000 Per Event	
EXTRA EXPENSE	\$250,000 Per Event	
CRISIS MANAGEMENT	INCLUDED	
PROPERTY DAMAGE EXTENSION	\$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: **860-677-3790 - CrisisRisk Strategies LLC**

In the unlikely event that there is no response on the 24 hour **Crisis Management Response Team** telephone number contact either of the following additional representatives as soon as possible:

Preferred Governmental Claim Services

800-237-6617

Email: Liabilityclaims@pgcs-tpa.com

COVERAGE NOTICE

THIS THIRD PARTY LIABILITY **COVERAGE AGREEMENT** PROVIDES COVERAGE ON A **CLAIMS-MADE AND REPORTED** BASIS. THE COVERAGE PROVIDED BY THIS **COVERAGE AGREEMENT** IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST THE **COVERED PARTY** AND REPORTED TO **PREFERRED** DURING THE **AGREEMENT PERIOD** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRATION DATE IN ACCORDANCE WITH THE TERMS OF THIS **COVERAGE AGREEMENT**.

THIS **COVERAGE AGREEMENT** DOES NOT PROVIDE COVERAGE TO THE **ASSAILANT(S)** OF THE **DEADLY WEAPON EVENT**.

VARIOUS PROVISIONS IN THIS **COVERAGE AGREEMENT** RESTRICT COVERAGE. READ THE ENTIRE AGREEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

NOTE: FAILURE TO REPORT A **CLAIM** AS SOON AS REASONABLY PRACTICABLE COULD JEOPARDIZE YOUR COVERAGE.

IMPORTANT NOTICE

If a word is in boldface, please read the definitions section.

This is a **Claims Made and Reported Coverage Agreement**.

Claims Expenses that are incurred in defending any **Claim** against the **Covered Party** will reduce, and may completely exhaust, the limit of liability available to pay **Damages**.

All coverage extension endorsements that provide sub-limits of liability are part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

SECTION I - COVERAGES

A. Indemnity

Preferred will pay on behalf of the **Covered Party**, up to the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses**, for any **Damages** and **Claims Expenses** which the **Covered Party** shall become legally liable to pay because of any **Claim** or **Claims** for **Bodily Injury**, first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period**, caused by a **Deadly Weapon Event** occurring at the **Locations** of the **Covered Party**. The Indemnity hereunder also includes, within the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses**, amount(s) payable to the **Covered Party**, or to others on the **Covered Party's** behalf, with respect to additional coverage provided by any Extension endorsed to this **Coverage Agreement**.

A **Deadly Weapon Event** which occurs at one **Location** or multiple **Locations** of the **Covered Party** within a period of 24 consecutive hours and which do have or appear to have a **Related Purpose** or are coordinated by one or more **Assailant(s)** will be deemed to be one **Deadly Weapon Event**.

B. Defense and Settlement of Claims

1. **Preferred** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this **Coverage Agreement**:
 - a. any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or
 - b. under Coverage A., any **Claim** in the form of a regulatory proceeding.

Preferred will have no duty to defend the **Covered Party** for any **Claim(s)** made against the **Covered Party** for **Damages**, **Claims Expenses** or other payment to which this **Coverage Agreement** does not apply. **Preferred's** right and duty to defend ends when the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 has been exhausted.

Defense counsel shall be mutually agreed upon between **Preferred** and the **Covered Party**, but in the absence of such agreement, **Preferred's** decision shall be final.

2. With respect to any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, **Preferred** will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
3. If the **Covered Party** shall refuse to consent to any settlement or compromise recommended by **Preferred** and acceptable to the claimant and elects to contest the **Claim**, **Preferred's** liability for any **Damages**, penalties and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal or the applicable Limit of Liability, whichever is less, and **Preferred** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Covered Party**. The portion of any proposed settlement or compromise that requires the **Covered Party** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

SECTION II - DEFINITIONS

For the purpose of this **Coverage Agreement**:

- A. **Agreement Period** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this **Coverage Agreement** as stated in the **Declarations**.
- B. **Aggregate** means the total limit of indemnity for the period of the **Coverage Agreement**. The **Aggregate** amount shall be inclusive of any sub-limit(s) provisions and will be eroded by valid **Damages**, **Claims Expenses** associated with a **Claim(s)**, and any other amount(s) as may be payable under any Extension endorsed to this **Coverage Agreement**.
- C. **Assailant(s)** means an individual or group of individuals actively engaged in, or assisting in, killing or attempting to kill or cause serious **Bodily Injury**, to a person or persons using a **Weapon**.
- D. **Bodily Injury** means all physical injuries to a **Covered Person** for death, physical injury, sickness, disease or disability resulting from a **Deadly Weapon Event** however excluding the **Assailant(s)** of the **Deadly Weapon Event**.
- E. **Business Services** means the rendering of services as performed by the **Covered Party** at the **Locations of the Covered Party**.
- F. **Claim** means a written demand received by the **Covered Party** from a third party for **Damages** covered by this **Coverage Agreement**.
- G. **Claims Expenses** means all reasonable and necessary fees, costs and expenses incurred with the written consent of **Preferred** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim**, suit or proceeding relating to a **Claim** regardless of ultimate determination of liability. **Claims Expenses** do not include the salaries, expenses, overheads or other charges by the **Covered Party** for any time spent in cooperating in the defense, settlement and investigation of any **Claim**.
- H. **Claims Made And Reported Coverage Agreement** means that, subject to the terms and conditions of this **Coverage Agreement**, the coverage provided by this **Coverage Agreement** only covers **Claims** first made against the **Covered Party** or a circumstance which could reasonably be expected to give rise to a **Claim** during the **Agreement Period** and reported to **Preferred** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration date of the **Agreement Period**.

- I. **Counseling Services** means the utilization of psychiatrists, social workers and counselors by affected **Covered Persons** following a **Deadly Weapon Event**, except where provided under any workers' compensation, employers liability, unemployment compensation or disability laws, statutes or regulations.
- J. **Covered Party** means the entity and its **Location(s)** where **Business Services** are rendered.
- K. **Covered Person(s)** means any third party human being who is in or on a **Location(s)** unless specifically excluded by this **Coverage Agreement**.
- L. **Crisis Management Services** means the services that will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event**, and on the first anniversary date of the **Deadly Weapon Event**; the available services are:

- 1. Retention of services

The **Covered Party** will have access to the **Crisis Management Response Team** in the event of a **Deadly Weapon Event**. To access this support on a 24-hour basis, the **Covered Party** will call the **Crisis Management Response Team**. The **Event Responder** will work with their **Crisis Management Response Team** to determine the reasonable and appropriate response and will advise the **Covered Party** accordingly.

- 2. Crisis Response

The **Event Responder** will deploy US-based resources to support the **Covered Party** in the event of a **Deadly Weapon Event**. These **Crisis Management Services** fall into the following three categories:

- a. Investigation

The **Event Responder** will (if required) conduct an independent investigation into the **Deadly Weapon Event** for sole use by the **Covered Party** in determining the facts of the **Deadly Weapon Event**, informing crisis response plans and identifying any potential third party liability exposures as soon as possible.

- b. Crisis Management Support

The **Event Responder** will provide advice and support to the **Covered Party** on the management of the situation and the applicable crisis communication strategies post the **Deadly Weapon Event**.

- c. Temporary Security Measures

The **Event Responder** will (if required) arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

- M. **Crisis Management Response Team** means a team of qualified professionals formed by **Preferred** who respond to a qualifying event in order to provide assistance, guidance and resources to the **Covered Party** during or immediately following the event. The **Crisis Management Response Team** operates in accordance with plans and protocols developed by **Preferred**. Services may include, but are not limited to; public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services.
- N. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Preferred's** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- O. **Deadly Weapon Event** means any event involving an **Assailant(s)** and the **Covered Party** where a **Weapon** has been used or brandished on any **Location(s)** of the **Covered Party**.

- P. Declarations** means the document showing the **Covered Party**, and the **Covered Party's** full coverage details. This **Coverage Agreement** is not effective unless a **Declarations** is issued and the premium payment clause has been adhered to.
- Q. Directors or Officers** means any partner, executive officer, administrator, member of the **Covered Party** which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the **Covered Party**.
- R. Event Responder** means a US based risk management entity that operates in safety and security, emergency preparedness, disaster management and public safety consulting services.
- S. Euthanasia** means the practice of intentionally ending a life in order to relieve pain and suffering. This definition is in respect to **Voluntary Euthanasia and Non-Voluntary Euthanasia**. **Voluntary Euthanasia** is **Euthanasia** conducted with the consent of the person and **Non-Voluntary Euthanasia** is **Euthanasia** conducted where the consent of the person is unavailable.
- T. Extra Expense** means the additional costs (if any) incurred by the **Covered Party** during the **Period of Restoration** in order for the **Covered Party** to operate as **Normal**. **Extra Expense** includes the cost incurred in obtaining property (buildings, equipment, and other business personal property) for temporary use or occupation during the **Period of Restoration** necessarily required for the conduct of the **Covered Party's** business, however; the amount recoverable under this section will not exceed the amount that would have been expended by the **covered party** in renting, leasing or otherwise acquiring any such property of substantially similar size, capacity and quality as the property made unusable by the **Deadly Weapon Event**.
- U. Funeral Expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:
- personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
 - Supplementary charges, which include bringing the deceased into the undertaker's care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
 - The cost of the coffin or casket.
 - Additional charges such as limousines, additional mileage and cremation casket.
 - Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by the **Covered Party**, or on the **Covered Party's** behalf, in connection with any of the foregoing.
- V. Immediate Family Members** means a person who is related to the **Covered Person(s)** in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate Family Members** also includes a person who is a legal guardian of the **Covered Person(s)**.
- W. Joint Venture** means a co-venture, joint lease, joint operating agreement or partnership in which the **Covered Party** has a financial interest.
- X. Location(s)** of the **Covered Party** means all locations which are owned, leased or are part of a **Joint Venture** by the **Covered Party** which have been listed and provided to **Preferred** prior to binding coverage.

Y. Mercy Killing(s) means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to Passive Mercy Killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

Z. Normal means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

AA. Period of Restoration means a period of time not to exceed the lesser of:

Such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**; or

365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this coverage agreement and at all times in accordance with the conditions of this coverage agreement.

Such length of time described in **a** and **b** above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **covered party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

BB. Pollutant or Contaminant includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

CC. Property Damage means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.

DD. Related Purpose means one **Deadly Weapon Event** or a series of **Deadly Weapon Events** where the **Assailant(s)** attempt to cause **Bodily Injury** for the same intended reason and/or for the same desired result.

EE. Retroactive Date means the date on or after which any **Claim** from a **Deadly Weapon Event** can be reported in order for the coverage under this **Coverage Agreement** to be triggered.

FF. Road Vehicle means a private or commercial land-based vehicle which is licensed for highway use, including automobiles, buses, trucks or motorcycles.

GG. Suicide means the act of intentionally killing or attempting to kill oneself.

HH. Preferred shall mean Preferred Governmental Insurance Trust, who is providing this **Coverage Agreement**.

II. Coverage Agreement shall mean, collectively, the **Declarations** PGIT MN-040, the Common Agreement Conditions PGIT MN-090, the **Application**, this **Coverage Agreement** Form and any endorsements.

JJ. Application shall mean all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Party** to **Preferred** in connection with **Preferred** underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.

KK. Weapon means:

1. any portable or handheld device, instrument or substance which is used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**;

And/or

2. any **Road Vehicle** that is occupied and used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**.

SECTION III - EXCLUSIONS

This **Coverage Agreement** does not cover **Damages, Claims Expenses** or any other cost or expense with respect to any **Claim** directly or indirectly arising from, caused by or due to:

- A. Loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by a **Deadly Weapon Event**.
- B. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- C. Criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**.
- D. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors or Officers**, individually or collectively, in the discharge of their duties solely in their capacity as **Directors or Officers** of the **Covered Party**.
- E. **Euthanasia**.
- F. Any explosive devices unless used in conjunction with a **Deadly Weapon Event**.
- G.
 1. Any vehicle not defined as a **Road Vehicle**;
 2. Any weapon mounted (or designed to be mounted) on a vehicle;
 3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- H. Injury or death to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff. However, this exclusion does not apply in respect of any coverage provided for **Crisis Management Services, Counseling Services, and Funeral Expenses** endorsed by Extension to this **Coverage Agreement**.
- I. Any **Claim** or **Claims** made by, or on behalf of, any **Assailant(s)**.
- J. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- K.
 1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 5. any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**.
- L. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **Bodily Injury** has occurred to the claimant.
- M. Loss, injury or damage caused by or resulting from the **Covered Party's** recklessness or deliberate misconduct.
- N. **Mercy Killing(s)**.
- O. Any **Covered Party** under this **Coverage Agreement** making a **Claim(s)** against any other **Covered Party** under this **Coverage Agreement**. However, this exclusion shall not apply to **Claim(s)** of an employee of the **Covered Party** while they are a recipient of **Business Services** being provided by the **Covered Party**.

- P.** Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- Q.** Any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen.
- R.** Loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Covered Party**.
- S.** **Property Damage** in respect of property:
 - 1. owned, leased, rented or occupied by the **Covered Party**.
 - 2. in the care, custody or control of the **Covered Party** or the care, custody or control of any person under contract with the **Covered Party**.
- T.** Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- U.** Strikes, labor unrest, riots or civil commotion.
- V.** **Suicide**.
- W.** War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.
- X.** Any **Deadly Weapon Event** that occurs at a **Location(s)** which has been specifically leased or loaned by the **Named Covered Party** to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, except with the prior written agreement of the **Trust**. Upon notification of any such permitted event, the **Trust** may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Nothing contained in the above exclusions shall extend this **Coverage Agreement** to cover any liability which would not have been covered had these exclusions not been incorporated herein.

SECTION IV – LIMIT OF LIABILITY

The Limit of Liability stated in the **Declarations** PGIT MN-040 is the total limit of **Preferred's** liability for all **Damages** and **Claims Expenses** arising out of the **Claims** first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period** regardless of the number of **Covered Parties** under this **Coverage Agreement**, **Claims** or Claimants.

SECTION V – CONDITIONS

Preferred will not be liable to pay any **Claim** under this **Coverage Agreement** unless the **Covered Party** complies with all the requirements in the following conditions.

Notice and Proof of Loss

The **Covered Party** shall as soon as reasonably practicable call the **Crisis Management Response Team** Telephone: **860-677-3790** and notify the **Event Responder** (as stated within the **Declarations**).

The **Covered Party**, shall also as soon as reasonably practicable, notify **Preferred** of every **Claim**, demand, notice, summons or other process received by the **Covered Party** or their representative and any act, error or omission by the **Covered Party** which could reasonably be expected to give rise to a **Claim**, including any threat of a **Deadly Weapon Event** that could possibly lead to a **Claim**.

The **Covered Party** must keep **Preferred** fully informed of any **Claim** and forward copies of all relevant correspondence and legal processes.

Any **Claim** or any circumstance which could reasonably be expected to give rise to a **Claim** shall be considered to be reported to **Preferred** when notice is first given to **Preferred**.

Assistance and Cooperation

The **Covered Party** shall cooperate with **Preferred** and its agents in all investigations, including investigations regarding the application for and coverage under this **Coverage Agreement** and, upon **Preferred's** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Covered Party** because of acts, errors or omissions in respect of loss insured under this **Coverage Agreement**.

The **Covered Party** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **Preferred**.

The **Covered Party** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any **Claim** without the written agreement of **Preferred**.

If required by **Preferred**, the **Covered Party** must agree to an examination under oath by **Preferred's** appointed representative.

Due diligence

The **Covered Party** (or any of the **Covered Party's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

New Locations

This **Coverage Agreement** covers loss as insured against by this **Coverage Agreement** at any **Location(s)** which are newly acquired or occupied by the **Covered Party** provided that any such newly acquired or occupied **Location** is notified to **Preferred** within ninety (90) days of the completion date of such acquisition or occupation. Coverage under this **Coverage Agreement** will automatically commence when the **Covered Party** first acquires or occupies such **Location(s)** and will cease after the ninety (90) days period has elapsed, unless otherwise notified to **Preferred** in accordance with the above provisions.

Other insurance

This **Coverage Agreement** will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**. This **Coverage Agreement** will respond in the event the **Covered Party** is otherwise insured incidentally for any **Damages** and **Claims Expenses** which are indemnifiable under this **Coverage Agreement** (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this **Coverage Agreement**).

Onus of proof

In any **Claim**, and in any action, suit or other proceeding to enforce a **Claim** for loss under this **Coverage Agreement** the burden of proving that such loss is not excluded from this **Coverage Agreement** or that the **Covered Party** is not in breach of any of its conditions will be upon the **Covered Party**.

Inspection

Preferred has the right, at its expense, to inspect at any reasonable time any **Location(s)** of the **Covered Party** and kept on file with **Preferred**.

By any such inspection **Preferred** assumes no responsibility for safety of the **Covered Party** property or at any **Location(s)**.

Assignment

No assignment of or change of interest in this **Coverage Agreement** or in any amount payable under it will be binding on or recognized by **Preferred**.

Subrogation

Preferred shall have the right and be entitled to bring proceedings in the **Covered Party's** name to recover for **Preferred's** benefit the amount of any payment made under this **Coverage Agreement**, including its own costs and expenses. **Preferred** shall be entitled to exercise all rights and remedies of the **Covered Party**.

Arbitration

If any dispute, controversy or **Claim** arises out of or in connection with this **Coverage Agreement**, including any question regarding its existence, validity or termination (a - dispute), the parties shall use all reasonable endeavors to resolve the matter amicably. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this **Coverage Agreement** until thirty (30) days after such referral. (b) All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be submitted to the arbitration process set forth in this Section. The arbitration process shall consist of arbitration submitted to any arbitration facility to which the **Covered Party** and **Preferred** mutually agree, in which the arbitration panel shall consist of three (3) disinterested individuals. The arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. Each party shall share equally the expenses of the arbitration process. The arbitration process must be commenced in the state indicated in the **Declarations** as the principal address of the **Covered Party**. The **Covered Party** shall act on behalf of each and every **Covered Party** in connection with any arbitration process under this Section.

Law and Jurisdiction

This **Coverage Agreement** is governed by the laws of the State of Florida and is subject to the provisions of the Arbitration clause.

Interpretation of Terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this **Coverage Agreement** would be in conflict with the public policy, the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Action Against Preferred and Bankruptcy

- A. Except as provided in the provision titled **Arbitration**, no action shall be brought against **Preferred**, unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties** after actual trial and appeal or by written agreement of the **Covered Parties**, the claimant and **Preferred**.
- B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor increase any of the obligations of **Preferred** hereunder.

Authorization Clause

By the acceptance of this **Coverage Agreement**, the **Covered Party** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, and the giving or receiving of any other notice provided for in this **Coverage Agreement**, and all **Covered Parties** agree that the **Covered Party** shall act on their behalf.

Alteration, Assignment and Headings

- A.** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent **Preferred** from asserting any right under the terms of this **Coverage Agreement**.
- B.** No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement**, which is signed by an authorized representative of **Preferred**.
- C.** The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

Fraudulent Claim Clause

If the Named Covered Party shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW AND DEADLY WEAPON SAFETY ACTION PLAN WEBINARS ENDORSEMENT

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW:

Preferred hereby agrees to provide the **Covered Party** with access to a Deadly Weapon and Security Vulnerability Post-Underwriting Review, in remote form. The Review will be undertaken by the **Event Responder** (as stated within the **Declarations**) in order to analyze and evaluate the current security protocols of the **Covered Party** as well as highlighting any current exposures, threats and dangers to the **Covered Party** posed by a potential **Deadly Weapon Event**. The **Event Responder** will provide a risk analysis report which will contain, but not be limited to their quantitative findings, qualitative findings and general recommendations to the **Covered Party**. The date of the remote Deadly Weapon and Security Vulnerability Post-Underwriting Review will be arranged directly by the **Event Responder** with the **Covered Party**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the Deadly Weapon and Security Vulnerability Post-Underwriting Review to the **Covered Party** under this **Coverage Agreement**.

DEADLY WEAPON SAFETY ACTION PLAN WEBINARS:

Preferred hereby agrees to provide the **Covered Party** with access to Deadly Weapon Safety Action Plan Webinars which are hosted by the **Event Responder** (as stated within the **Declarations**). The Webinars will include, but not be limited to, information on such topics as: general **Assailant** awareness, incident response, profile of an **Assailant**, how to respond to a **Deadly Weapon Event**, scenario training for an **Assailant** situation, creating an emergency action plan, and awareness of key behaviors that represent pre-incident indicators and characteristics of **Assailant(s)**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the **Deadly Weapon** Safety Action Plan Webinars to the **Covered Party** under this **Coverage Agreement**.

If a word is in boldface, please read the definitions section of the **Coverage Agreement** to which this Endorsement is attached.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT SERVICES ENDORSEMENT

Preferred agrees to pay for expense costs associated with the provision of **Crisis Management Services** which are reasonably and necessarily incurred by the **Covered Party** in connection with a **Deadly Weapon Event**.

The **Crisis Management Services** will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event**, and on the first anniversary date of the **Deadly Weapon Event** if so required.

The services available to the **Covered Party** under this Crisis Management Services Endorsement include, but are not limited to: emergency travel and accommodation for **Covered Person(s)** and their **Immediate Family Members**, child care for the **Immediate Family Members** of **Covered Person(s)**, brand rehabilitation, public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services. At the sole and entire discretion of **Preferred** we will consider other expense costs not listed above which are directly incurred by the **Covered Party** up to a maximum amount of **\$250,000** each and every **Deadly Weapon Event**.

Except with respect only to **Event Responder Fees** as defined in this form, any such expense costs are included within and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040. **Event Responder Fees** will be in addition to the Deadly Weapon Event limit of liability as stated in the PGIT MN-040. For purposes of this endorsement, **Event Responder Fees** shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Crisis Management Services** to the **Covered Party** under this **Coverage Agreement**.

This Endorsement insures **Crisis Management Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to the Crisis Management Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIRCUMSTANCE EXTENSION ENDORSEMENT

Preferred hereby agrees to pay for **Event Responder Fees** associated with the provision of Prevention Services and Crisis Response by the **Event Responder** following any specific **Circumstance**. The **Event Responder** as stated within the **Declarations** is the sole provider of Prevention Services and Crisis Response to the **Named Insured** under this policy.

For the purpose of this Endorsement:

Circumstance shall mean a situation, action, event, behavior, or information received which indicates that a **Deadly Weapon Event** is reasonably likely to occur.

Event Responder Fees shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to the **Underwriters**.

Event Responder Fees incurred under this Endorsement will be in addition to the Deadly Weapon Event limit of liability as stated within the PGIT MN-040.

This Endorsement provides for **Event Responder Fees** incurred in connection with a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance.

The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this Crisis Management Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached. All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Coverage Form to which this Endorsement is attached is amended to additionally insure the **Covered Party** against physical loss or physical damage to **Covered Property** caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**. In the event that fire or sprinkler leakage ensues from a **Deadly Weapon Event**, then this Endorsement will also insure physical loss or physical damage to **Covered Property** caused by that ensuing fire or sprinkler leakage.

This Property Damage Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Property Damage Extension Endorsement shall prevail.

This Endorsement insures physical loss or physical damage caused by a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Property Damage Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, and in conjunction with the recommendations of the **Crisis Management Response Team, Preferred** shall be liable for:

1. The cost to repair, replace or reinstate, with new materials of like kind and quality, any physical loss or physical damage to the **Covered Property**, caused by such **Deadly Weapon Event**. Until replacement has been completed the amount of liability under this Endorsement shall be limited to the **Actual Cash Value** at the time of such **Deadly Weapon Event**.
2. The costs incurred by the **Covered Party** to put up temporary plates or board up openings if repair or replacement of damaged **Glass** is delayed;
3. The costs incurred by the **Covered Party** in the removal from the **Location(s)** of debris of the **Covered Property** damaged as a result of a **Deadly Weapon Event**, and in the clean-up of the **Location(s)**, including biological cleaning and sanitizing, in consequence of a **Deadly Weapon Event**;
4. The costs incurred by the **Covered Party** in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **Deadly Weapon Event**;
5. The costs incurred by the **Covered Party** in replacing locks to external doors if security at the **Location(s)** is compromised in consequence of a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable for more than the Property Damage Extension sublimit shown on PGIT MN-040 for each and every **Deadly Weapon Event**. The limit of liability of this Endorsement is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040.

EXCLUDED PROPERTY

This Property Damage Extension Endorsement does not insure physical loss or physical damage to:

- a) Land or land values;
- b) Aircraft, watercraft or any vehicle that is licensed for highway use;
- c) Animals;
- d) Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **Covered Property**), jewelry, furs, **Fine Arts and Antiques**;
- e) **Electronic Data**;
- f) Any property in transit not at the **Location(s)**.

CONDITIONS

- 1. **Deadly Weapon Event** -No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, has occurred.
- 2. **Other Insurance** -This Endorsement will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**.
- 3. **Subrogation** - In the event of any payment under this Endorsement, **Preferred** shall be subrogated to the extent of such payment to all the **Covered Party's** right of recovery therefor. The **Covered Party** shall execute all papers required, shall cooperate with **Preferred** and, upon **Preferred's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. **Preferred** will act in concert with all other interests concerned (including the **Covered Party**) in the exercise of such rights of recovery.
- 4. **Abandonment**- There shall be no abandonment to **Preferred** of any property.
- 5. **Inspection and Audit**- **Preferred** or its agents shall be permitted but not obligated to inspect the **Covered Party's** property at any time.

EXCLUSIONS

This Property Damage Extension Endorsement does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the physical loss or physical damage. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

- d. loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;
- e. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- f. loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by an **Deadly Weapon Event**;
- g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- h. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;
- i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- j.
 - a. Any vehicle not defined as a **Road Vehicle**
 - b. Any weapon mounted (or designed to be mounted) on a vehicle;
 - c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- k. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- l. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen. This exclusion does not, however, apply to physical loss or physical damage to **Insured Property** caused by a substance when used in conjunction with a **Deadly Weapon Event**, or to any biological cleaning or sanitizing in consequence of a **Deadly Weapon Event**, but in no event will this Property Damage Extension Endorsement insure against any cost or expense of decontamination or removal from water, soil, or air of any **Pollutant or Contaminant**;
- m. strikes, labor unrest, riots or civil commotion.

DEFINITIONS

1. **Actual Cash Value** means the cost to repair, replace or reinstate the **Covered Property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **Covered Property**.
2. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this coverage, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.
3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **Electronic Data** or the direction and manipulation of electronic data processing equipment.
4. **Fine Arts and Antiques** mean any articles of recognized artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
5. **Glass** means plain plate **Glass**, plain sheet **Glass**, laminated **Glass**, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory;
6. **Covered Property** means:
 - 1) Buildings, structures or detached outbuildings situated at the **Location(s)**, including:
 - a. Completed additions;
 - b. Permanently installed machinery, equipment, and heating boilers;

- c. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
- d. Floor coverings;
- e. **Glass**, wall mirrors, and **Sanitary Ware**.

- 2) Business personal property owned by the **Covered Party**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**, including:
- a. Furniture and fixtures;
 - b. Machinery and equipment not included in 1).b. above, electronic data processing equipment and computers; electronic data processing media;
 - c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 1).c. above;
 - d. **Stock** and tools of the trade.
- 3) Personal property of others which is in the care, custody and control of the **Covered Party** and personal property of others which the **Covered Party** is responsible to insure, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.
- 4) At the option of the **Covered Party**, personal property of **Covered Person(s)**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.

7. **Sanitary Ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.

8. **Stock** means merchandise held for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING SERVICES ENDORSEMENT

Preferred agrees to provide the **Covered Party** with a sub-limit for **Counseling Services** shown in the Declarations of PGIT MN-040 for each and every **Deadly Weapon Event**, to **Covered Person(s)** and to their **Immediate Family Members** in connection with a **Deadly Weapon Event**, provided that the insurance afforded by **Preferred** in respect of such **Counseling Services** is not otherwise prohibited by any law or statute of any applicable jurisdiction.

This Endorsement additionally includes expense costs associated with the provision of such **Counseling Services** to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services, and to their respective **Immediate Family Members**. It is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party. It is further understood and agreed that Exclusion L of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement.

This sub-limit of expense costs is inclusive of all medical consultant fees and all associated expenses. Furthermore this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated within PGIT MN-040.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Counseling Services** to the **Covered Party** under this policy. The **Event Responder** will arrange the respective **Counseling Services** in conjunction with the **Covered Party**.

This Endorsement insures **Counseling Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Counseling Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL EXPENSES ENDORSEMENT

Preferred at no additional premium hereby agrees to provide the **Covered Party** with a sub-limit for Funeral Expenses as listed in PGIT MN-040 for each and every **Deadly Weapon Event** for expense costs in connection with a **Deadly Weapon Event**. Such expense costs are additionally sub-limited to an amount of \$15,000 for each deceased person.

This Endorsement additionally includes expense costs associated with the provision of such **Funeral Expenses** of employees of the **Covered Party**, or of employees of any third party with whom the **Covered Party** has contracted for services, and it is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Funeral Expenses Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party.

This sub-limit of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s). Furthermore, this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated PGIT MN-040.

The Event Responder as stated within the **Declarations** will arrange the respective funeral provisions in conjunction with the **Covered Party**.

This Endorsement insures **Funeral Expenses** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the **Deadly Weapon** Protection Coverage Form to which this Endorsement is attached does not apply to this Funeral Expenses Endorsement. Similarly, any other terms in the **Deadly Weapon** Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION ENDORSEMENT

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Covered Party** for loss resulting from necessary Interruption of Business caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**.

This Business Interruption Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Business Interruption Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Business Interruption Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, **Preferred** shall be liable for the actual loss sustained by the **Covered Party** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of **Normal** charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable under this Endorsement for more than the Deadly Weapon Limit of Liability as stated in PGIT MN-040 in respect of each and every **Deadly Weapon Event**.

EXCLUSIONS

This Business Interruption Extension does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the Interruption of Business. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;
- d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Covered Party**, or any such property owned by others in the **Covered**

Party's care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

- e. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such loss results directly from the covered Interruption of Business, and then **Preferred** shall be liable for only such loss as affects the **Covered Party's** earnings during, and limited to, the **Period of Indemnity** covered under this **Coverage Agreement**;
- f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically covered by this Endorsement and provided that such loss results directly from the covered Interruption of Business;
- g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- h. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- i. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;
- j. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- k.
 - a. Any vehicle not defined as a **Road Vehicle**
 - b. Any weapon mounted (or designed to be mounted) on a vehicle;
- c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labor unrest, riots or civil commotion.

LIMITATIONS

Preferred shall not be liable for more than the smaller of either:

- a) any specific Business Interruption Sum Insured stated in the **Declarations**, or
- b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit, in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Deadly Weapon Event** at such **Location(s)**.

DEFINITIONS

- 1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

2. **Gross Earnings** mean:

- a. the total earnings derived from the operations of the **Covered Party's** business which the **Covered Party** would have earned during the **Period of Indemnity**, had there not have been a **Deadly Weapon Event**.
- b. the reasonable and necessary costs and expenses that the **Covered Party** incurs in using any property or service owned or controlled by the **Covered Party**, or obtainable from any other sources, all whether at the **Location(s)** of the **Covered Party** or at any other location, during the **Period of Indemnity** covered under this **Coverage Agreement**, due to a **Deadly Weapon Event** occurring during the **Agreement Period**.
- c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Covered Party** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with a **Deadly Weapon Event** occurring during the **Agreement Period**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.

In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the **Covered Party**, due consideration shall be given to the experience of the **Covered Party's** business prior to the date of a **Deadly Weapon Event** and the probable experience thereafter had no **Deadly Weapon Event** occurred.

No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

4. **Period of Indemnity** means a period of time not to exceed the lesser of:

- a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event** , or
- b. 365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Covered Party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This Business Interruption Extension Endorsement is extended to include any such loss as covered by this Endorsement which is sustained by the **Covered Party** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEMOLITION, CLEARANCE AND MEMORIALIZATION EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary costs, as described below, incurred by the **Covered Party** as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form:

- 1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Location(s)** of the **Covered Party** which has been the location of a **Deadly Weapon Event** covered under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Deadly Weapon Event**;
- 2) The costs incurred in the removal from the **Location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Location(s)**.
- 3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Deadly Weapon Event**.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Demolition, Clearance, and Memorialization Costs Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialization Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

- a) USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.
- b) The amount(s) actually incurred by the **Covered Party** in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

EXCLUSION

This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure loss which is otherwise covered by the Property Damage Extension Endorsement which is attached to and forms part of the Deadly Weapon Protection Coverage Form.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary **Extra Expense**, incurred by the **Covered Party** in order to continue as nearly as practicable the **Normal** conduct of the **Covered Party's** business following and as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form.

In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this **Extra Expense** Extension Endorsement shall prevail.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this **Extra Expense** Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the Policy to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement is USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Period of Insurance**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

CONDITIONS

1. **Deadly Weapon Event**
No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to **Extra Expense**, has occurred.
2. **Salvage**
At the end of the **Period of Restoration**, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of the amount of **Extra Expense** insured by this Endorsement.
3. **Other Insurance**
This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.
4. **Resumption of Operations**
The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing **Extra Expense** to be incurred.

EXCLUSIONS

This **Extra Expense** Endorsement does not insure against:

- a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
- b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;
- c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the **Deadly Weapon Event**;
- d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;
- e. increase in **Extra Expense** caused by the suspension, lapse, or cancellation of any lease, license, contract, or order;
- f. increase in **Extra Expense** caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**; fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.
- g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- h. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;
- i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;
- j.
 - (i) Any vehicle not defined as a **Road Vehicle**;
 - (ii) Any weapon mounted (or designed to be mounted) on a vehicle;
 - (iii) Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
- l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- m. any **Pollutant or Contaminant**, however such **Pollutant or Contaminant** may have been introduced or arisen;
- n. strikes, labor unrest, riots or civil commotion
- o. loss of earnings or any other consequential loss.

EXTENSION

This **Extra Expense** Extension Endorsement is extended to include any such **Extra Expense** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.



PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

	Coverage	Limit of Coverage	Deductible
<input checked="" type="checkbox"/>	Employee Dishonesty Per Loss Coverage	\$500,000	\$1,000
<input checked="" type="checkbox"/>	Forgery or Alteration Coverage	\$500,000	\$1,000
<input checked="" type="checkbox"/>	Theft, Disappearance and Destruction Coverage – Inside	\$500,000	\$1,000
	Outside	\$500,000	\$1,000
<input checked="" type="checkbox"/>	Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

FORMS AND ENDORSEMENTS

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

See PGIT MN-002

Premium: \$ INCLUDED

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

PUBLIC ENTITY

GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit is shown in the Declarations:

1. Employee Dishonesty - Per Loss Coverage

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

We will pay for loss caused to the Covered Party through the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. Forgery or Alteration

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent; orthat are purported to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.
- c. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:
 - (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
 - (2) "Counterfeit" paper currency that is acquired during the regular course of business.

3. Theft, Disappearance, and Destruction - Inside The Premises

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft," disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Theft, Disappearance, and Destruction - Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

5. Computer Fraud, including Funds Transfer

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises."

B. Limit Of Coverage

The most we will pay for loss in any one "occurrence" is the applicable Limit of Coverage shown in the Declarations.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

D. Exclusions

1. This coverage does not apply to:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise;
- except when covered under Coverage Agreement **A.1**.

c. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

d. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property."
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

- e. Legal Expenses**
Expenses related to any legal action, except when covered under Coverage Agreement **A.2.**
 - f. Nuclear**
Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
 - g. War And Similar Actions**
Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- 2. Coverage Agreement A.1. does not apply to:**
- a. Bonded Employees**
Loss caused by any "employee" required by law to be individually bonded.
 - b. Employees Cancelled Under Prior Insurance**
Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior coverage has been cancelled and not reinstated since the last such cancellation.
 - c. Inventory Shortages**
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1)** An inventory computation; or
 - (2)** A profit and loss computation.However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
 - d. Trading**
Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.
- 3. Coverage Agreements A.3. and A.4. do not apply to:**
- a. Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
 - b. Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. Fire**
Loss resulting from fire, however caused, except:
 - (1)** Loss of or damage to "money" and "securities"; and
 - (2)** Loss from damage to a safe or vault.
 - d. Money Operated Devices**
Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 - e. Motor Vehicles Or Equipment And Accessories**
Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
 - f. Transfer Or Surrender Of Property**
 - (1)** Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a)** On the basis of unauthorized instructions;
 - (b)** As a result of a threat to do bodily harm to any person; or
 - (c)** As a result of a threat to do damage to any property.

(2) But, this Exclusion does not apply under Coverage Agreement A.4. to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement A.5. does not apply to:

a. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

c. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

E. Conditions

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

1. Conditions Applicable To All Coverage Agreements

a. Cancellation As To Any Employee

This coverage is cancelled as to any "employee":

(1) Immediately upon discovery by:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" who is not in collusion with the "employee";

of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first named Covered Party. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first named Covered Party's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Concealment, Misrepresentation Or Fraud

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

- (1) This coverage;
- (2) The property covered under this coverage;
- (3) Your interest in the property covered under this coverage; or
- (4) A claim under this coverage.

c. Discovery

- (1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:

(a) During the agreement period shown in the Declarations; or

(b) During the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**

- (2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this coverage has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a loss covered under this coverage.

d. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money," "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement **A.1.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Give us a detailed, sworn proof of loss within 120 days.
- (4) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plan(s)

- (1) The employee benefit plan(s) shown in the Declarations are included as Covered Parties under Coverage Agreement **A.1.**
- (2) Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.
- (3) The Deductible Amount applicable to Coverage Agreement **A.1.** does not apply to loss sustained by any employee benefit plan(s) .

f. Extended Period To Discover Loss

- (1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you no later than 60 days from the date of that termination or cancellation.
- (2) However, this extended period to discover loss terminates immediately upon the effective date of any other coverage obtained by you replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

g. Joint Covered Party

- (1) If more than one Covered Party is named in the Declarations, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this coverage. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.

- (2) If any Covered Party or official of that Covered Party has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Covered Party.
- (3) An "employee" of any Covered Party is considered to be an "employee" of every Covered Party.
- (4) If this coverage or any of its coverages is cancelled or terminated as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**
However, this extended period to discover loss terminates as to that Covered Party immediately upon the effective date of any other coverage obtained by that Covered Party replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.
- (5) We will not pay more for loss sustained by more than one Covered Party than the amount we would pay if all the loss had been sustained by one Covered Party.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

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

j. Loss Covered Under More Than One Coverage Of This Agreement

If two or more coverages of this agreement apply to the same loss, we will pay the lesser of:

- (1) The actual amount of loss; or
- (2) The sum of the Limits of Coverage applicable to those coverages.

k. Non-Cumulation Of Limit Of Coverage

Regardless of the number of years this agreement remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or agreement period to agreement period.

l. Ownership Of Property; Interests Covered

The property covered under this agreement is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable.

However, this agreement is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this agreement must be presented by you.

m. Records

You must keep records of all property covered under this agreement so we can verify the amount of any loss.

n. Recoveries

- (1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this agreement will be distributed as follows:
 - (a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;
 - (b) Then to us, until we are reimbursed for the settlement made; and

(c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

o. Subrogation

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

p. Territory

This Coverage Agreement covers acts committed or events occurring within the United States of America (including its territories and possessions) and Puerto Rico.

q. Valuation - Settlement

(1) Subject to Section B. Limit Of Coverage, we will pay for:

- (a) Loss of "money" but only up to and including its face value.
- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - [1] Value of the "securities" at the close of business on the day the loss was discovered; or
 - [2] Limit of Coverage.

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The Limit of Coverage applicable to the lost or damaged property;
- (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
- (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

- (iv) Until the lost or damaged property is actually repaired or replaced; and
- (v) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.2.**

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement **A.4.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.5.**

F. Definitions

- 1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 2. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- 3. "Custodian" means you or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.
- 4. "Employee":
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:

 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is:

 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) covered under this agreement; and
 - (b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) covered under this agreement;
- (5) Any natural person who is a former official, "employee," representative or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises."
- b. "Employee" does not mean any agent, independent contractor or representative of the same general character.
- 5. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 6. "Fraudulent Instruction" means:

 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Coverage Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- 7. "Funds" means "money" and "securities."
- 8. "Messenger" means you or any "employee" while having care and custody of property outside the "premises."
- 9. "Money" means:

 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 10. "Occurrence" means:

 - a. As respects Coverage Agreement **A.1.**, all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.
 - b. As respects Coverage Agreement **A.4.**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

- c. As respects all other Coverage Agreements:
- (1) An act or series of related acts involving one or more persons; or
 - (2) An act or event, or a series of related acts or events not involving any person.
11. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this agreement.
12. "Premises" means the interior of that portion of any building you occupy in conducting your business.
13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
14. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises."
15. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money."
16. "Theft" means the unlawful taking of "money," "securities" or "other property" to the deprivation of the Covered Party.
17. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
18. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300** and the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200**

I. The coverage does not apply:

A. Under any Liability Coverage, to “bodily injury” or “property damage”:

1. With respect to which a “Covered Party” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the “Covered Party” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.

C. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from the “hazardous properties” of “nuclear material,” if:

1. The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, a “Covered Party” or (b) has been discharged or dispersed therefrom;
2. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a “Covered Party”; or
3. The “bodily injury” or “property damage” arises out of the furnishing by a “Covered Party” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereof.

II. As used in this endorsement:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material,” “special nuclear material” or “by-product material”;

“Source material,” “special nuclear material,” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

“Waste” means any waste material (a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility.”

“Nuclear facility” means:

1. Any “nuclear reactor”;
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing “spent fuel,” or (c) handling, processing or package “waste”;
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “Covered Party” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear Reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Property damage” includes all form of radioactive contamination of property.

PUBLIC ENTITY

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.

X **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.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

X

ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

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.

Inland Marine Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

AGENCY: Thompson Baker Agency

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	Unscheduled Items		Blanket Unscheduled	10/01/2021	\$1,182,568.00	\$1,000
				10/01/2022		
002	AMCO Radio Read System		Communication Equipment - ACV	10/01/2021	\$1,825,721.00	\$1,000
				10/01/2022		
003	450 G John Deer Bull Dozer	186423T	Contractor's / Mobile Equipment - ACV	10/01/2021	\$55,500.00	\$1,000
				10/01/2022		
004	Case 590 Loader Backhoe		Contractor's / Mobile Equipment - ACV	10/01/2021	\$66,666.00	\$1,000
				10/01/2022		
005	2014 Volvo Compact Excavator	ECR58D	Contractor's / Mobile Equipment - ACV	10/01/2021	\$49,960.00	\$1,000
				10/01/2022		
006	2015 Thompson By Pass Pump 4"		Contractor's / Mobile Equipment - ACV	10/01/2021	\$32,771.00	\$1,000
				10/01/2022		
007	2007 Moss Kubota Tractor/Loader		Contractor's / Mobile Equipment - ACV	10/01/2021	\$34,698.00	\$1,000
				10/01/2022		
008	3610 Ditch Witch Trencher		Contractor's / Mobile Equipment - ACV	10/01/2021	\$25,672.00	\$1,000
				10/01/2022		
009	Rops Tractor Model C100		Contractor's / Mobile Equipment - ACV	10/01/2021	\$38,511.00	\$1,000
				10/01/2022		
010	2005 John Deere 310 Backhoe		Contractor's / Mobile Equipment - ACV	10/01/2021	\$40,110.00	\$1,000
				10/01/2022		
011	Kubota M954 Mower		Contractor's / Mobile Equipment - ACV	10/01/2021	\$27,195.00	\$1,000
				10/01/2022		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
012	John Deere Ballfield Mower		Contractor's / Mobile Equipment - ACV	10/01/2021	\$33,438.00	\$1,000
				10/01/2022		
013	Toro Reelmaster		Contractor's / Mobile Equipment - ACV	10/01/2021	\$27,700.00	\$1,000
				10/01/2022		
014	Rhino 6200 Batwing Mower	32356	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$20,300.00	\$1,000
				10/01/2022		
015	Rhino 6200 Batwing Mower	32411	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$21,973.00	\$1,000
				10/01/2022		
016	John Deere 6155M Cab Tractor	1L06155MPLH97647 5	Contractor's / Mobile Equipment - Agreed Value	10/01/2021	\$93,413.00	\$1,000
				10/01/2022		
017	Miscellaneous EDP		Electronic Data Processing Equipment - RC	10/01/2021	\$232,200.00	\$1,000
				10/01/2022		
018	Miscellaneous Valuable Papers		Valuable Papers - RC	10/01/2021	\$2,000,000.00	\$1,000
				10/01/2022		

Total	\$5,808,396.00
--------------	-----------------------

Property Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

AGENCY: Thompson Baker Agency

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Day Care Center	800 S. Delaney Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$351,000	\$0
002	Day Care Center PITO - Storage Shed	800 S. Delaney Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$2,500	\$0
003	Day Care Center PITO-Chain Link Fence	800 S. Delaney Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$8,900	\$0
004	Day Care Center PITO - Playground	800 S. Delaney Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$35,000	\$0
005	City Hall	110 E. Main St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$1,515,500	\$227,900
006	Museum	3 N. Museum Dr Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$319,500	\$70,000
007	Water Plant Office Building	W. Bell St & S Collier Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$51,300	\$6,000
008	Water Plant High Service Pump Room	W. Bell St & S Collier Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$226,300	\$5,500
009	Water Plant Pump Station	1350 W. Bell St Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$226,300	\$0
010	Water Plant Phosphate Storage	W. Bell St & S Collier Ave Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$4,100	\$4,700

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Water Plant Water Tank	W. Bell St & S Collier Ave Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$786,600	\$0
012	Water Plant Bleach Structure	W. Bell St & S Collier Ave Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$27,500	\$0
013	Water Plant -- Generator House and Deck	W. Bell St & S Collier Ave Avon Park Florida 33825	244 - Mechanical Equipment	10/01/2021	10/01/2022	\$175,900	\$0
014	Sewage Plant Lift Station 1	2121 US 27 South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
015	Sewage Plant Lift Station 2	2121 US 27 South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$43,100	\$0
016	101 South Lake Lift Station	101 S. Lake Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$104,600	\$0
017	830 US 27 South Lift Station	830 US 27 South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
018	North Lake Ave Lift Station	N. Lake Ave Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
019	906 US 27 South Lift Station	906 US 27 South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
020	East Kendall Blvd Lift Station	E. Kendall Blvd Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
021	2nd St and South Lift Station	2nd St and South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
022	Rainbow St and South Lift Station	Rainbow St and South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
023	East Main and Lake Verona Lift Station	E. Main and Lake Verona Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Lake Isis South Lift Station	Lake Isis South Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$36,100	\$0
025	West Castle St Lift Station	W. Castle St Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
026	Winter Guest Club Clubhouse	207 E. Main St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$266,800	\$41,000
027	Winter Guest Club Restroom Building	107 E. Main St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$53,500	\$8,500
028	Winter Guest Club Shuffleboard Pavilion	107 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$404,200	\$0
029	Police Station	304 W. Pleasant St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$1,450,100	\$0
030	Police Station Pavilion	304 W. Pleasant St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$73,400	\$0
031	Fire Station	98 S. Delaney Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$1,034,800	\$280,100
032	Fire Station Training Tower	98 S. Delaney Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$53,900	\$0
033	Parks Department Storage Shed	411 W. Winthrop St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$2,500	\$2,200
034	Parks Department Water Tower	411 W. Winthrop St Avon Park Florida 33825	225 - Elevated Liquid Storage Tank	10/01/2021	10/01/2022	\$653,800	\$0
035	Parks Department Vehicle/Equipment Storage	411 W. Winthrop St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$76,500	\$0
036	Parks Department Vehicle/Equipment Storage	411 W. Winthrop St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$29,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Parks Department Pump House	411 W. Winthrop St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$11,400	\$1,000
038	Council Chambers	123 E. Pine St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$579,200	\$84,800
039	Community Center	310 W. Main St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$1,397,700	\$75,000
040	Community Center PITO -- Flagpole	310 W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$4,200	\$0
041	Community Center PITO -- Sign	310 W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$9,500	\$0
042	Head Field Storage Garage	804 W. Winthrop St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$27,100	\$11,500
043	Head Field Press Box/Dugout	804 W. Winthrop St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$17,800	\$0
044	Head Field Clubhouse	804 W. Winthrop St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$315,700	\$35,000
045	Head Field Grandstand	804 W. Winthrop St Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$264,900	\$2,500
046	Head Field Grandstand/Equipment Storage/Dugout	804 W. Winthrop St Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$67,800	\$500
047	Head Field Ticket Booth	804 W. Winthrop St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$3,200	\$0
048	Head Field Batting Cage	804 W. Winthrop St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$204,100	\$25,000
049	Durrah-Martin Park Concession Building	602 Self Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$185,500	\$35,500

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Durrah-Martin Park Batting Cage	602 Self Ave Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$138,700	\$17,200
051	Durrah-Martin Park Pavilion	602 Self Ave Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$31,900	\$0
052	Durrah-Martin Park Dugout	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
053	Durrha-Martin Park Dugout	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
054	Durrah-Martin Park Dugout 1	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
055	Durrah-Martin Park Dugout 2	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
056	Durrah-Martin Park Dugout 3	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
057	Durrah-Martin Park Dugout 4	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
058	Durrah-Martin Park Dugout 5	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
059	Durrah-Martin Park Dugout 6	602 Self Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$5,800	\$0
060	Durrah-Martin Park Restroom Building	602 Self Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$71,900	\$800
061	Donaldson Park Restroom Building	E. Main St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$68,600	\$800
062	Donaldson Park Picnic Shelter	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Donaldson Park Picnic Shelter	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
064	Donaldson Park Picnic Shelter 3	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$7,300	\$0
065	Donaldson Park Picnic Shelter 4	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$7,300	\$0
066	Donaldson Park Picnic Shelter 5	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$7,300	\$0
067	Donaldson Park Picnic Shelter 6	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$27,500	\$0
068	Donaldson Park Picnic Shelter 7	E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
069	Municipal Airport Hangar 4	1535 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$440,300	\$0
070	Municipal Airport Hangar 5	1536 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$440,300	\$0
071	Municipal Airport Hangar 1	1537 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$400,300	\$0
072	Municipal Airport Hangar 2	1538 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$720,600	\$0
073	Municipal Airport Hangar 3	1539 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$805,000	\$0
074	Municipal Airport Hangar (Florida Aircraft Services)	1540 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$289,300	\$0
075	Eclipse Radial Aircraft Engines Hangar	1542 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$516,400	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Ben Hill Griffin Hangar	1543 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$469,200	\$0
077	Municipal Airport Electrical Vault	1545 FL-64 Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$27,700	\$0
078	Municipal Airport Warehouse Building	1315 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$546,800	\$0
079	Municipal Airport Maintenance Building	1315 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$294,300	\$0
080	Municipal Airport Storage Building	1315 FL-64 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$607,600	\$0
081	Municipal Airport FBO/Terminal Building	1535 FL-64 Avon Park Florida 33825	111 - MNC	10/01/2021	10/01/2022	\$929,400	\$18,100
082	Water Pollution Control Plant -- Administration Building	2504 US 27S Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$265,500	\$103,000
083	Water Pollution Control Plant Return Sludge Pump Station	2504 US 27S Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$189,600	\$0
084	Water Pollution Control Plant Chlorine Room	2504 US Route 27S Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$81,800	\$0
085	Water Pollution Control Plant Vehicle Storage	2504 US Route 27S Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$32,100	\$0
086	Water Pollution Control Plant Storage Garage/Shop	2504 US Route 27S Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$55,900	\$35,000
087	Water Pollution Control Plant Equipment Storage	2504 US Route 27S Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$19,500	\$5,900
088	Water Pollution Control Plant Headworks/Grit Channel	2504 US Route 27S Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$213,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	Water Pollution Control Plant Aeration Ditches 1 & 2	2504 US Route 275 Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$3,668,200	\$0
090	Water Pollution Control Plant Sewage Acceptance Station	2504 US Route 275 Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$74,400	\$0
091	Water Pollution Control Plant Chlorine Contact Tank	2504 US Route 275 Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$111,900	\$0
092	Water Pollution Control Plant Clarifier #1	2504 US Route 275 Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$481,200	\$0
093	Water Pollution Control Clarifier #2	2504 US Route 275 Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$481,200	\$0
094	Water Pollution Control Plant Digestors 1 & 2	2504 US Route 275 Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$225,600	\$0
095	Water Pollution Control Plant Screw Press Structure	2504 US Route 275 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$205,000	\$0
096	Water Pollution Control Plant PITO -- Generator	2504 US Route 275 Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$52,200	\$0
097	Memorial Field Concession Stand	207 Malcolm St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$155,900	\$14,000
098	Memorial Field Pop Warner/Cheer Building	207 Malcolm St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$89,900	\$0
099	Memorial Park Recreation Center	207 Malcolm St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$1,599,100	\$140,000
100	Memorial Field Grandstand	207 E. State St Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$270,000	\$0
101	Memorial Field Pavilion	207 Malcolm St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$14,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	Memorial Field Pressbox	207 Malcolm St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$27,600	\$0
103	North Bonnie Bee Lift Station	North Bonnie Bee Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
104	Palmetto St Lift Station	Palmetto St Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
105	Shop 16 Rd Lift Station	Shop 16 Rd Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$43,100	\$0
106	Delaney Ave Lift Station	Delaney Ave Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$26,100	\$0
107	Pine Acres Storage Building	2470 N. Azalea Dr Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$77,500	\$12,000
108	Tulane Park Restroom Building	335 W. Shoreline Dr Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$71,600	\$800
109	Tulane Park Pavilion 1	335 W. Shoreline Dr Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$14,200	\$0
110	Tulane Park Pavilion 2	335 W. Shoreline Dr Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$14,200	\$0
111	Glenwood Pump Station 1	100 S. Glenwood Ave Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$190,900	\$2,000
112	Glenwood Pump Station Well House	100 S. Glenwood Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$168,600	\$0
113	Glenwood Pump Station 2	100 S. Glenwood Ave Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$168,600	\$0
114	Glenwood Pump Station Water Tank	101 S. Glenwood Ave Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$239,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	1st St Playground Restroom Building	240 E. Castle St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$63,300	\$800
116	1st St Playground Picnic Shelter	240 E. Castle St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,700	\$0
117	Public Works Garage	995 Lake Glenada Rd Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$1,546,900	\$179,400
118	Public Works Sign Shop	995 Lake Glenada Rd Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$20,400	\$11,500
119	Public Works Storage Building	995 Lake Glenada Rd Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$48,400	\$20,000
120	Lucy Deckman Park Concession Stand	Batts St and N Anoka Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$55,200	\$0
121	Lucy Deckman Park Restroom Building	Batts St and N Anoka Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$33,300	\$0
122	Lucy Deckman Park Restroom Building 2	Batts St and N Anoka Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$13,900	\$0
123	Lucy Deckman Park Dugout 1	Batts St and N Anoka Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$6,700	\$0
124	Lucy Deckman Park Dugout 2	Batts St and N Anoka Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$6,700	\$0
125	Lucy Deckman Park Dugout 3	Batts St and N Anoka Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$4,400	\$0
126	Lucy Deckman Park Dugout 4	Batts St and N Anoka Ave Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	\$4,400	\$0
127	Lucy Deckman Park Batting Cage	Batts St and N Anoka Ave Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$54,300	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	Lions Club	1318 W. Bell St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$295,900	\$0
129	Lions Club Storage Building	1318 W. Bell St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$9,500	\$0
130	W. Main St Gazebo	W. Main St Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$24,300	\$0
131	W. Main St PITO -- Flagpole	W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$7,100	\$0
132	W. Main St PITO -- Desert Shield Monument	W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$11,600	\$0
133	W. Main St PITO -- World War 1 Monument	W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$11,600	\$0
134	W. Main St PITO -- American Legion Monument	W. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$23,400	\$0
135	Main St PITO -- Flagpoles	Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$15,500	\$0
136	Main St PITO -- Wells, Pressure tanks, Pumps	Main St Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$11,500	\$0
137	Crystal Lake Plant Plant Well	E. Hook and Sinker Dr Avon Park Florida 33825	251 - Pump/Lift Station	10/01/2021	10/01/2022	\$96,400	\$0
138	Crystal Lake Plant Storage Tank	E. Hook and Sinker Dr Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	\$192,700	\$0
139	Museum PITO	3 N. Museum Dr Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$4,200	\$0
140	Water Plant Office PITO	W. Bell St & S Collier Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$29,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Fire Station PITO	98 S. Delaney Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$2,700	\$0
142	Head Field Clubhouse PITO	804 Winthrop St. Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$171,100	\$0
143	Durrah-Martin Park PITO	602 Self Ave. Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$347,700	\$0
144	Donaldson Park Restroom Bldg PITO	109 E. Main St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$151,200	\$0
145	Municipal Airport FBO/Terminal PITO	1535 FL-64 Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$451,200	\$0
146	Water Pollution Control Plant PITO	2504 US Route 275 Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$73,200	\$0
147	Memorial Field Rec Center PITO	207 Malcolm St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$292,000	\$0
148	Pine Acres PITO	2470 N. Azalea Dr Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$10,000	\$0
149	Tulane Park PITO	335 W. Shoreline Dr Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$5,800	\$0
150	Glenwood Pump Station PITO	100 S. Glenwood Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$22,100	\$0
151	1st St Playground PITO	240 E. Castle St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$115,900	\$0
152	Public Works Garage PITO	995 Lake Glenada Dr. Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$102,900	\$0
153	Lucy Derkman Park PITO	Batts St and N Anoka Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$118,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Lions Club PITO	1318 W. Bell St Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$16,700	\$0
155	Lake Isis South Lift Station #2 PITO	403 W. Lake Isis Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	\$27,400	\$0
156	Brickell Building	2 E. Main St. Avon Park Florida 33825	111 - MNC	10/01/2021	10/01/2022	\$1,593,100	\$0
157	Day Care Center Shed 2	800 S. Delaney Ave Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	\$2,500	\$0
158	Day Care Center Classroom 2	800 S. Delaney Ave Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	\$130,500	\$0
159	Pavilion 4	207 Malcolm St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$13,400	\$0
160	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
161	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
162	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
163	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
164	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
165	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
166	Picnic Shelter	109 E. Main St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
167	Press Box 1	Batts St and N Anoka Ave Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$2,100	\$0
168	Press Box 2	Batts St and N Anoka Ave Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$2,100	\$0
169	Pavilion 3	335 W. Shoreline Dr Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$14,200	\$0
170	Pavilion 4	335 W. Shoreline Dr Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$14,200	\$0
171	Picnic Shelter	240 E. Castle St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
172	Picnic Shelter	240 E. Castle St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
173	Picnic Shelter	240 E. Castle St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$3,600	\$0
174	Picnic Shelter	240 E. Castle St Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	\$23,600	\$0

Total	\$33,956,900	\$1,478,000
TIV	\$35,434,900.00	

Vehicle Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: City of Avon Park

AGREEMENT NO.: PK FL1 0282001 21-07

AGENCY: Thompson Baker Agency

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Jeep	Cherokee		10/01/2021	1,000	10/01/2021	10/01/2022	\$25,359
	2012	1D4RJFAG1CC280324	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
002	Ford	F250		10/01/2021	1,000	10/01/2021	10/01/2022	\$8,806
	2002	1FDNF21L82EC06676	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
003	Dodge	Durango		10/01/2021	1,000	10/01/2021	10/01/2022	\$24,841
	2013	1C4RDHAGXDC660993	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
004	Ford	F450		10/01/2021	1,000	10/01/2021	10/01/2022	\$54,248
	2003	1FDXW47P03EB89517	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
005	Pierce	Dash		10/01/2021	1,000	10/01/2021	10/01/2022	\$120,000
	1995	4P1CT02D6SA000352	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
006	Pierce	Dash/ladder		10/01/2021	1,000	10/01/2021	10/01/2022	\$283,998
	2001	4P1CT02E71A001663	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
007	Pierce	Fire PMPR		10/01/2021	1,000	10/01/2021	10/01/2022	\$226,140
	2007	4P1CE01A07A007791	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
008	Ford	F250		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,000
	2012	1FT7X2B67CEB08257	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,493
	2001	1FTRX18W01NB56092	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
010	Ford	Ranger		10/01/2021	1,000	10/01/2021	10/01/2022	\$11,682
	2003	1FTZR45E43PA69505	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
011	Ford	Pickup		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2011	1FTKR1AD48PA48648	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
012	Ford	Pickup		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2011	1FTKR1AD0BPA48646	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
013	Ford	Pickup		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2011	1FTBF2B66BEC36596	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
014	Dodge	Durango		10/01/2021	1,000	10/01/2021	10/01/2022	\$27,368
	2014	1C4RDJAG8EC509854	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
015	Dodge	Durango		10/01/2021	1,000	10/01/2021	10/01/2022	\$26,770
	2013	1C4RDJAG3DC678744	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
016	Freightliner	Garbage		10/01/2021	1,000	10/01/2021	10/01/2022	\$40,000
	2011	1FVHCDDV6BDBA0194	Garbage Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
017	Ford	Ranger		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2011	1FTKR1E078PA01656	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
018	Freightliner	Garbage		10/01/2021	1,000	10/01/2021	10/01/2022	\$170,887
	2012	1FVHC5DV7CDBU466 3	Garbage Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
019	Ford	F350		10/01/2021	1,000	10/01/2021	10/01/2022	\$22,412
	2008	1FDWX37R08EC90794	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
020	Ford	F250		10/01/2021	1,000	10/01/2021	10/01/2022	\$26,988
	2013	1FT7X2B62DEA23926	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
021	Ford	F350		10/01/2021	1,000	10/01/2021	10/01/2022	\$7,538
	2004	1FTSF31P44EC96573	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
022	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$19,998
	2014	1FTEX1CM5EFC74479	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
023	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$16,891
	2007	1FTRX14W57FB55464	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
024	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$13,998
	2005	1FTR012275NB79027	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
025	Ford	F750		10/01/2021	1,000	10/01/2021	10/01/2022	\$23,315
	2002	3FDXF75H42MA03984	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
026	Ford	XL		10/01/2021	1,000	10/01/2021	10/01/2022	\$11,129
	2000	1FDNF20L1YED20805	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
027	Ford	F150 XL		10/01/2021	1,000	10/01/2021	10/01/2022	\$8,100
	1997	1FTEF1765VND44602	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
028	Ford	F350 Dump		10/01/2021	1,000	10/01/2021	10/01/2022	\$19,749
	2008	1FDWF36538ED85488	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
029	Ford	Dump		10/01/2021	1,000	10/01/2021	10/01/2022	\$23,315
	1998	1FDXF80C2WVA21235	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
030	Sterling	Vacuum		10/01/2021	1,000	10/01/2021	10/01/2022	\$114,454
	2001	2FZHATAK31AH85997	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
031	Ford	Escape		10/01/2021	1,000	10/01/2021	10/01/2022	\$18,664
	2013	1FMCUOF79DUC80484	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
032	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$19,998
	2014	1FTEX1CMXEFC43602	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
033	Ford	Ranger		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2006	1FTYR10436PA22463	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
034	Ford	Ranger		10/01/2021	1,000	10/01/2021	10/01/2022	\$12,520
	2004	1FTYR10D78PA65321	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
035	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$9,335
	2001	1FTRF17W31NB97188	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
036	Mack	EZPACK LDR		10/01/2021	1,000	10/01/2021	10/01/2022	\$238,572
	2014	1M2AV0C2EM011152	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
037	Mack	EZPACK Hercules		10/01/2021	1,000	10/01/2021	10/01/2022	\$230,575
	2016	1M2AV02C0GM015402	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
038	Dodge	Durango		10/01/2021	1,000	10/01/2021	10/01/2022	\$26,717
	2016	1C4RDJFG4GC309419	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
039	Ford	Pickup		10/01/2021	1,000	10/01/2021	10/01/2022	\$9,499
	2008	1FTYR10D88PA65327	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
040	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$24,300
	2015	1FTEX1E81FKE34737	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
041	Ford	Van		10/01/2021	1,000	10/01/2021	10/01/2022	\$26,095
	2009	1FTNE24W39DA74018	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
042	Freightliner	M2 106 Medium Duty		10/01/2021	1,000	10/01/2021	10/01/2022	\$136,967
	2017	1FVHCYCY4HHHV2119	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
043	Freightliner	114SD		10/01/2021	1,000	10/01/2021	10/01/2022	\$151,367
	2015	3ALHG3DV2FDGM8968	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
044	Haulmark	Trailer		10/01/2021	1,000	10/01/2021	10/01/2022	\$4,721
	2002		Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
045	Nissan	Leaf S SV		10/01/2021	1,000	10/01/2021	10/01/2022	\$9,999
	2015	1N4AZ0CP2FC313695	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
046	Ford	Super Duty		10/01/2021	1,000	10/01/2021	10/01/2022	\$37,500
	2017	1FDUF5HT4HDA04492	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
047	Freightliner	114SD		10/01/2021	1,000	10/01/2021	10/01/2022	\$206,900
	2018	1FVHG3DV4JHJM4938	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
048	Anderson	Lowbed Trailer LST616		10/01/2021	1,000	10/01/2021	10/01/2022	\$2,250
	2015	4YNBN1627FC074539	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
049	Thompson	Trailer		10/01/2021	1,000	10/01/2021	10/01/2022	\$32,771
	2014	1T9PH1111EP634589	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
050	Anderson	Trailer LST718		10/01/2021	1,000	10/01/2021	10/01/2022	\$2,425
	2012	4YNBN1823CC066138	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
051	Utility	Carry-On 6X12GW		10/01/2021	1,000	10/01/2021	10/01/2022	\$1,328
	2010	4YMUL1217AG115964	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
052	Utility	Flat Top Blazer GAFTB612SA		10/01/2021	1,000	10/01/2021	10/01/2022	\$3,427
	2006	5NHUFT2136U208959	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
053	Utility	CdT		10/01/2021	1,000	10/01/2021	10/01/2022	\$1,000
	2003	IF9BC122126246028	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
054	Elite	Cargo Trailer		10/01/2021	1,000	10/01/2021	10/01/2022	\$1,695
	2001	BETSUT12911770166	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
055	Anderson	Trailer 6 X 20		10/01/2021	1,000	10/01/2021	10/01/2022	\$1,500
	2013	4YNBNZ028LL066136	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
056	Utility	Carry on Trailer		10/01/2021	1,000	10/01/2021	10/01/2022	\$1,258
	2010	4YMU11213AG077925	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
057	GEM	Kaddy Kart Trailer		10/01/2021	1,000	10/01/2021	10/01/2022	\$5,150
	2012	4YPAF2020CT050190	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
058	GEM	Black Gem Car		10/01/2021	1,000	10/01/2021	10/01/2022	\$13,445
	2012	52RK36222CG004536	Extra Light Service	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
059	Freightliner	114SD		10/01/2021	1,000	10/01/2021	10/01/2022	\$337,978
	2017	1FVHG3CY7HHJB5693	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
060	Pierce	Enforcer - Pumper		10/01/2021	1,000	10/01/2021	10/01/2022	\$499,983
	2018	4P1BAAFF5JA018679	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
061	Mack	600 MRU600		10/01/2021	1,000	10/01/2021	10/01/2022	\$265,917
	2018	1M2AV02C8JM019284	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
062	Freightliner	Rear Loader Garbage Truck		10/01/2021	1,000	10/01/2021	10/01/2022	\$206,900
	2018	1FVHG3DV9JHKB5661	Garbage Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
063	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$21,000
	2019	1FTEX1CB9KKD16525	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
064	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$26,500
	2019	1FTEX1CB6KKD83891	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
065	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$25,780
	2019	1FTEX1CB8KKD83892	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
066	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$29,850
	2019	1FTEX1CBXKKD83893	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
067	Freightliner	Clam Truck		10/01/2021	1,000	10/01/2021	10/01/2022	\$147,000
	2019	1FVACXFC1LHLU4338	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
068	Isuzu	NRR		10/01/2021	1,000	10/01/2021	10/01/2022	\$36,000
	2020	JALE5W168L7303714	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash 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
069	Chevrolet	Silverado		10/01/2021	1,000	10/01/2021	10/01/2022	\$44,000
	2020	1HTKHPVM3LH376531	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
070	Ford	F350 Super Duty		10/01/2021	1,000	10/01/2021	10/01/2022	\$41,103
	2020	1FDRF3H66LEE08490	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
071	Ford	F150		10/01/2021	1,000	10/01/2021	10/01/2022	\$28,118
	2021	1FTEX1EB3MFB95676	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
072	Unknown	Fuel Truck		10/01/2021	1,000	10/01/2021	10/01/2022	\$110,650
	2004	19509	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Total	\$4,465,836.00
--------------	-----------------------



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 LiabilityClaims@pgcs-tpa.com**

Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:

- Underwriting - Margaret Gross 321-832-1506
- Operations – 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.

AmeriSys Services:

- Field Nurse Case Management
- Telephonic Nurse Case Management
- Cost Containment/ Medical Bill Review
- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental Claims Services

Preferred's claims administrator is PGCS. With more than 25 years of claims experience, PGCS is Florida's foremost governmental third-party administration company. The cornerstones of our claims administration are communication, quick access and sound return-to-work policies.

Report a Preferred Claim

Workers' Compensation:

- Phone: 800-237-6617 (24/7 claim reporting)
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: WCclaims@pgcs-tpa.com

Liability & Property:

- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: Liabilityclaims@pgcs-tpa.com
- Hurricane claims: Hurricane@pgcs-tpa.com

Engle Martin works closely with PGCS to provide field adjusting services on all property claims.

Report Worker's Compensation Fraud: PGCS maintains a Special Investigative Unit (SIU) to pursue fraudulent claims. All calls are strictly confidential.

- Phone: 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