



Public
Risk
Underwriters of Florida

Insurance Solutions for Public Entities

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

Harden & Associates dba John T Ferreira Insurance
PK2FL1 0162001 15-15
City of Atlantic Beach
10/23/2015

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the Coverage Agreement for City of Atlantic Beach. 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 E-tools on the PRU Website. The web address is www.publicrisk.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 E-tools 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: PK2FL1 0162001 15-15

NAMED COVERED PARTY AND MAILING ADDRESS:

City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233-5545

AGENT NAME AND ADDRESS:

Harden & Associates dba John T Ferreira
Insurance
463820 SR 200, Suite 101
Yulee, FL 32097

AGREEMENT PERIOD: From: 10/01/2015 To: 10/01/2017
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

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

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

COVERAGE PART	ANNUAL PREMIUM
Property and Inland Marine Coverage	Included
General Liability Coverage	Included
Law Enforcement Coverage	Included
School Leaders' and Employment Practices Liability Coverage	Not Included
Automobile Coverage	Included
Garage Keepers Coverage	Not Included
Public Officials and Employment Practices Liability Coverage	Included
Crime Coverage	Included
Excess Workers' Compensation Coverage	Not Included

TOTAL ANNUAL PREMIUM **\$253,584**

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

PGIT MN-001 (10 13)

10/23/2015

DATE

by

AUTHORIZED REPRESENTATIVE



PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **City of Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

Form Name

Form Number

Public Entity Property - Inland Marine Schedule	
Public Entity Property - Property Schedule	
Public Entity Auto - Automobile Schedule	
Public Entity Common Agreement Declarations	PGIT MN-001 (10 13)
Public Entity Coverage Agreement Forms List	PGIT MN-002 (10 15)
Public Entity Property and Inland Marine Coverage Part Declarations	PGIT MN-010 (10 15)
Public Entity General Liability Coverage Part Declarations	PGIT MN-020 (10 14)
Public Entity Public Officials & Employment Practices Liability Coverage Part Declarations	PGIT MN-025 (10 13)
Public Entity Automobile Coverage Part Declarations	PGIT MN-030 (10 13)
Public Entity Crime Coverage Part Declarations	PGIT MN-080 (10 13)
Public Entity Common Agreement Conditions	PGIT MN-090 (10 13)
Public Entity Additional Conditions	PGIT MN-093 (10 15)
Public Entity Property - Property and Inland Marine Coverage Form	PGIT MN-104 (10 15)
Public Entity Property - Flood Coverage	PGIT MN-107 (10 13)
Public Entity Property - Schedule of Deductibles	PGIT MN-122 (10 13)
Public Entity Equipment Breakdown Protection Coverage Form	PGIT MN-150 (10 13)
Public Entity General Liability - Coverage Form	PGIT MN-200 (10 14)
Public Entity General Liability - Preferred Endorsement	PGIT MN-203 (10 15)
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 General Liability - Law Enforcement Liability	PGIT MN-208 (10 15)
Public Entity Automobile Coverage Form	PGIT MN-300 (10 14)
Public Entity Auto - Florida Changes	PGIT MN-301 (10 13)
Public Entity Auto - Florida Personal Injury Protection	PGIT MN-309a (10 13)
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 Public Officials Liability and Employment Practices Liability Coverage Form	PGIT MN-500 (10 14)
Public Entity Cyber Liability Endorsement	PGIT MN-700 (10 13)
Public Entity Government Crime Coverage Form	PGIT MN-820 (10 13)
Public Entity Auto & General Liability - Nuclear Energy Liability Exclusion Endorsement	PGIT MN-900 (10 13)
Public Entity Auto, General Liability & Property - Automatic Additional Covered Parties	PGIT MN-902 (10 13)

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 for 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 to make such investigation and defense of a covered claim as it deems necessary.

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ADDITIONAL CONDITIONS

This coverage agreement covers two (2) annual twelve month periods, from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM and from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. The following conditions apply in addition to all other conditions of this coverage agreement:

- A. All Aggregate limits reset for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. Losses applying to the annual period from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM will erode the Aggregate(s) for the first annual period, but will not erode the Aggregate(s) for the period from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM.
- B. The premium for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be determined based on updated exposure values for this period.
- C. Rates for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be identical to those for the period commencing 10/01/2015 12:00:00 AM, with premium subject to the following:
 - 1. Changes to scheduled values for property, inland marine, automobiles symbol 7 only, payroll, and number of employees.
 - 2. NCCI Experience modification factors will be applied as promulgated.
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premium for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 - 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.



PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: **City of Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

3% TIV Per Occurrence/Per Location for "Named Storm" subject to minimum of \$20,000 Per Occurrence

\$5,000 [Per Occurrence - All other Perils - Buildings & Contents and Extensions of Coverage](#)

Per Attached Schedule Inland Marine

Covered Property

Total Insured Values - Blanket Building and Contents - Per Schedule on file totaling \$23,509,910

Loss of Business Income \$100,000

Additional Expense \$400,000

Inland Marine

Blanket Unscheduled Inland Marine \$0

(Subject to \$25,000 any one item excludes Watercraft)

Scheduled Inland Marine \$1,953,903

Total All Inland Marine \$1,953,903

IM Deduction and Valuation Type Per Schedule

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	\$250,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	If shown on 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	\$5,000.00 in any one occurrence
X	I	Fire Department Charges	\$25,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$10,000 in any one occurrence \$20,000 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	\$25,000 for any one employee \$50,000 in any one occurrence \$25,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 Annual Aggregate in any one agreement period
X	Q	Professional Fees	\$10,000 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

Special Property Coverages

<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement		Not Included
Flood	\$5,000 except for Zones A & V	\$3,000,000
TRIA		Not Included

Equipment Breakdown (Boiler & Machinery)

<u>Coverage</u>	<u>Limit</u>
Property Damage / Loss of Business Income / Additional Expense per accident	\$23,509,910
Water Damage	\$500,000
Ammonia Contamination	\$500,000
Hazardous Substance Coverage	\$500,000
Utility Interruption - (24 hour waiting period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$500,000
Expediting Expenses	\$1,000,000
 <u>Deductible</u>	 <u>Amount</u>
Equipment Breakdown	\$5,000

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

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE

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

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

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

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

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

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

B. Coverages

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

(X) **Real Property**

(X) **Replacement Cost**

(X) **Personal Property**

(X) **Replacement Cost**

(X) **Inland Marine**

() **Replacement Cost**

(X) **Loss of Business Income**, up to the limit shown in the DECLARATIONS

(X) **Additional Expense**, up to the limit shown in the DECLARATIONS

C. 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.

SECTION II - COVERAGES

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

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

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

1. Your Loss of Business Income

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

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

- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:**
- (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. In determining the actual loss of business income, consideration must be given to:**
- (1) The experience of the business before the loss and the probable experience after the loss;
 - (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
 - (3) The demonstration of an actual loss of sales or income; and
 - (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.
- d. We will not pay unless you are wholly or partially prevented from:**
- (1) producing goods; or
 - (2) continuing business operations or services.
- e. You are required to mitigate your loss by:**
- (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**.
 - (2) Continuing business operations or services during the **period of restoration**.
 - (3) Using any property or service:
 - (i) owned or controlled by you; or
 - (ii) obtainable from any other sources.
 - (4) Working extra time or overtime.
 - (5) Using inventory.
- We will not pay for any loss to the extent it can be reduced through these or any other means whether at a covered location or any other location.**
- f. We will not pay for:**
- (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (i) physical damage not covered under this Coverage Agreement on or away from the **covered location**;

- (ii) planned or rescheduled shutdown or maintenance;
- (iii) strikes or other work stoppage;
- (iv) any reason other than a **covered loss**.

(2) Any increase in loss due to:

- (i) suspension, cancellation or lapse of any lease, contract, license or order.
- (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(3) Any consequential, indirect or remote loss;

(4) Any loss resulting from damage to:

- (i) finished goods manufactured by **you**; nor for the time required for their reproduction.
- (ii) property in transit.

(5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

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

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

2. Additional Expense

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

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

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

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

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

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

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

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

- (1) Loss of **Business Income**
- (2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.
- (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
- (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (i) physical damage not covered under this Coverage Agreement on or away from the **covered location**;
 - (ii) planned or rescheduled shutdown or maintenance;
 - (iii) strikes or other work stoppage;
 - (iv) any reason other than a **covered loss**.

(5) Any increase in loss due to:

- (i) suspension, cancellation or lapse of any lease, contract, license or order.
 - (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (6) Any consequential, indirect or remote loss;
- (7) Any loss resulting from damage to:
- (i) finished goods manufactured by **you**; nor for the time required for their reproduction.
 - (ii) property in transit.
- (8) Any loss or expense recoverable elsewhere in this Coverage Agreement.
- f. The most **we** will pay for a loss under this coverage is the lesser of:
- (1) **Your actual Additional Expense**; or
 - (2) The applicable limit of liability shown on the **Schedule of the DECLARATIONS**.

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion

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

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

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

B. Biological or Chemical Materials Exclusion

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

C. Electronic Data Exclusion

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

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 For the purpose of this Exclusion **electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
 For the purpose of this Exclusion **computer virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised 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:
 - i. any faults in the design, manufacture or installation of the asbestos;
 - ii. asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

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

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

This exclusion will not apply to physical loss to:

- (a) **Data** or **software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields: or
- (b) **Electronic data processing equipment** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 500 feet of the **covered location**.
2. **Earth movement**, whether sudden or gradual.
 - (a) But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
 - (b) This exclusion does not apply to **covered property** in transit.
 - (c) This exclusion does not apply to **sinkhole collapse** or **volcanic activity**.

3. Flood

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

4. Pollution

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

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

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

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

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

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

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

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

- 1. Unexplained or mysterious disappearance of any property;
- 2. Shortage of property discovered on taking inventory;
- 3. Theft by employees, whether acting alone or with others;
- 4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;
 - (a) by **you**;
 - (b) by any proprietor, partner, director, officer or employee of **yours**; or
 - (c) by any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by **you** to render any service or perform any act in connection with **covered property**.

5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

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

6. Delay, loss of market, loss of use, indirect or remote loss or damage;

7. Loss attributable to:

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

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

8. Fungus

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

This exclusion applies regardless whether there is:

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

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

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

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

This exclusion will not apply to physical loss to:

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

10. Explosion of the following:

- (a) Steam boilers;
- (b) Steam turbines, steam engines, steam piping; or,
- (c) Gas turbines.

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

11. Rupture, bursting, cracking, burning or bulging of the following:

- (a) Steam boilers;
- (b) Steam turbines, steam engines, steam piping;
- (c) Hot water boilers or other equipment for heating water;
- (d) Pressure vessels; or,
- (e) Gas turbines.

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

12. Loss attributable to faulty, defective or inadequate:

- (a) Construction, workmanship or material;
- (b) Maintenance;
- (c) Design, plan or specification;
- (d) Zoning compliance;
- (e) Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
- (f) Compliance with building codes.

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

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:

- (a) Freezing and thawing;
- (b) Impact of watercraft;
- (c) Waves, or debris driven by waves;
- (d) Pressure or weight of ice or water, whether driven by wind or not; or
- (e) Sinking or settling.

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

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

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

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

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland Marine**, items not individually itemized on the schedule will be subject to a maximum valuation of:
 - (a) \$250,000 per item for **Rented, Borrowed or Leased Equipment**; or
 - (b) \$25,000 per item for all other classes of **Inland Marine**
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;** or
- (7) **Rented, Borrowed or Leased Equipment;**
- (8) **Vehicles scheduled under item U of the property extensions of coverage**

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

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

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory. **We** will pay for a **covered loss** during the **Coverage Agreement period** shown on the DECLARATIONS while that property is:

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

B. Change of Terms

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

C. Titles of Paragraphs

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

D. Concealment, Misrepresentation or Fraud

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

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

E. Brands and Labels

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

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

F. Breach of Condition

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

G. Abandonment of Property

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

H. No Benefit to Bailee

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

I. Suit

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

J. No Reduction by Loss

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

K. **Your** duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;
2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;

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

L. Appraisal

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

M. Our Options

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

N. Right to Adjust with Owner

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

O. Collection from Others

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

P. Payment of Loss

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

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

Q. Recovered Property

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

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

R. Pair, Set or Parts

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

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

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set.

When **covered property** consists of several parts, **we** will pay only for the lost or damaged part.

S. Mortgage Holders

1. **We** will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:
 - (a) Pays any premium due under this Coverage Agreement at **our** request;
 - (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
 - (c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.

All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.

4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:
 - (a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
 - (b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired. In the event of a **covered loss**, **we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us**, and **you** will pay **your** remaining mortgage debt to **us**.
5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you**.
6. The term "mortgage holder" includes trustees.

T. Loss Payee

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

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

U. Inspection

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

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

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.

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 back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:
1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
 2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**
- N. Fungus** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- O. Inland Marine** means scheduled:
1. **Communications Equipment** - **your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.
 2. **Contractor's/Mobile Equipment** - **your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.
 3. **Electronic Data Processing Equipment** - **your** programmable electronic equipment that is used to store, retrieve and process **data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.
 4. **Emergency Service Portable Equipment** - **your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft**.
 5. **Fine Arts** - **your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.
 6. **Other Inland Marine** - **your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
 7. **Rented, Borrowed or Leased Equipment** - items in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
 8. **Valuable Papers** - **your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
 9. **Watercraft** - **your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
 10. **Unscheduled Blanket Inland Marine** - **your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of \$25,000.
- P. Limits of liability** means the maximum amount **we** will pay for a **covered loss**.
- Q. Media** means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment**.
- R. Named Storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence**.

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

T. New locations means:

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

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

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

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

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

X. Period of restoration means;

1. For buildings and equipment, the period of time which:

- (a) starts at the time of a **covered loss** and,
- (b) ends when using reasonable speed the building and equipment could be:
 - (1) repaired or replaced; and
 - (2) made ready for operations;

under the same or equivalent physical and operating conditions that existed prior to the damage.

- (c) For buildings under construction:

- (1) **We** will apply the time period defined in **1.** above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
- (2) **We** will give consideration to the actual experience of the business after completion of the construction and start-up.

2. For stock in-process and mercantile stock, including finished goods not manufactured by **you**, the time required using reasonable speed:

- (a) To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
- (b) To replace physically damaged mercantile stock.

3. For raw materials and supplies, the period of time:

- (a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
- (b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.

4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

5. The time required using reasonable speed to restore the physically damaged or destroyed **data**, programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

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

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

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

Y. Personal property means:

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

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

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

BB. Property in the open means:

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

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

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

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

- 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 **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



PUBLIC ENTITY

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 \$75,000,000. 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

\$5,000 any one occurrence except;

Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes or 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 \$5,000 any one occurrence will apply to locations not designated within **Flood Zones A and V** (and prefixes or suffixes thereof), and the Special Flood Deductible will apply to locations within **Flood Zones A and V** (and prefixes or 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-classifications 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-classifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.



PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY BUILDING, PERSONAL 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 until 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. **Loss of Business Income**, when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of the 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 causes 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 supercede 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 service 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 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 increases 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 a "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 in 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 the **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 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 or dry rot only when the "**Fungus**," wet 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 or dry rot including the cost:

- (i) To treat, contain or remove the "**Fungus**," wet or dry rot;
- (ii) To dispose of the "**Fungus**," wet or dry rot;
- (iii) To tear out and replace any "**Covered Property**" as needed to gain access to the "**Fungus**," wet 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 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 or dry rot, **we** will not pay more than such limit even if the "**Fungus**," wet or dry rot continues to be present or active or recurs in a later agreement period.
- (ii) If "**fungus**" wet 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 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 other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

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

3. War or Military Action

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

4. Water

- a. **Flood**, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by **wind** or not;
 - b. Mudflow or mudslides; or
 - c. Backup of sewers, drains, or drainage piping;
- all whether naturally occurring or due to man-made or other artificial causes.

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

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

- a. collision;
- b. overturning; or
- c. collapse or upset of "Portable **Covered Equipment**";

C. Equipment Breakdown Coverage Limits Of Coverage

1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.

2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.

3. For each coverage in Paragraph **A.2.** if:

- a. 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 coverages 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 that 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 Endorsements 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 by 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 the less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, or replacing on the same site or another site whichever is the less costly;

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

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

(a) Improves the environment;

(b) Increases efficiency; or

(c) Enhances safety;

while maintaining the existing function, then **we** will pay, subject to the limit of coverage, up to an additional 25% of the property damage amount for the "**Covered Equipment**" otherwise recoverable.

(3) If:

(a) Any damaged "**Covered Property**" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown";

we will reimburse **you** for the unused costs of non-refundable, non-transferable 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 it would have taken 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**" including the cost of gathering or assembling information for such reproduction. 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 or 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 protective 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 is:
- 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. equipment that is in use or connected and ready for use; and
- d. 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 Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Bodily Injury, Property Damage	\$0
Employee Benefits Liability	\$0
Law Enforcement Liability	\$0

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

Coverage

<input checked="" type="checkbox"/>	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation Aggregate Limit	Included	General Aggregate Limit
	Medical Payments	N/A	
		Not Included	
<input checked="" type="checkbox"/>	Employee Benefits Liability	\$1,000,000	Per Occurrence
		N/A	Aggregate Limit
<input checked="" type="checkbox"/>	Fire Damage Limit	Included	Any One Premise
<input checked="" type="checkbox"/>	Sewer Backup & Water Damage Coverage	\$10,000	Per Claimant
		\$200,000	Aggregate Limit
<input checked="" type="checkbox"/>	Pesticide / Herbicide Limit	\$1,000,000	Aggregate Limit
<input checked="" type="checkbox"/>	Law Enforcement	\$1,000,000	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**).

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.

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 in sewer drain backup or from water you control:

- 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,"

We will make these payments regardless of negligence. If the Covered Party is not negligent these payments will not exceed a limit of \$10,000 per claimant and if the Covered Party is found to be negligent these payments will not exceed a limit of \$200,000 per claimant, however all payments under this section are capped at \$200,000 in the annual aggregate during the Coverage Agreement period.

2. 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, airport, 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 \$100,000 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 forgoing;

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 cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;

H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;

- I. arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY;
- J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorneys 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 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 \$1,000,000



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 those 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 obligations 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 provisions 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 to 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 benefits are made generally available to all "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 Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

ENDORSEMENT EFFECTIVE: **10/01/2015**

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"	\$0	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" combinedas 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

LAW ENFORCEMENT LIABILITY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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

Exclusion **p.** under **Section I Coverage A**, which reads:

This coverage agreement does not apply to "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 of your other law enforcement agencies, including their agents or employees .

Is deleted in its entirety.

The following is added:

A. COVERAGE - LAW ENFORCEMENT LIABILITY

1. Coverage Agreement

We will pay on behalf of the covered party all sums which the covered party shall become legally obligated to pay as "damages" because of loss or injury sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named covered party's business:

Group A False arrest, detention or imprisonment, or malicious prosecution;

Group B The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party.

Group C Wrongful entry or eviction, or other invasion of the right of private occupancy;

Group D Erroneous service of civil papers, false imprisonment, or assault and battery.

If such offense is committed during the agreement period within the United States of America, its territories or possessions, or Canada, the Trust shall have the right and duty to defend any suit against the covered party seeking "damages" on account of such loss or injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Trust shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the trust's liability as, stated in the agreement, has been exhausted by payment or judgments or settlements.

2. Exclusions

This coverage agreement does not apply to:

- a. Liability assumed by the covered party under any contract or agreement, except for those assumed in a mutual aid or reciprocal law enforcement contract or agreement;
- b. Law enforcement liability arising out of:
 - (1) The willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any covered party; or
 - (2) Failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act.
- c. Law enforcement liability arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material or by on behalf of the named covered party was made prior to the effective date of this coverage;

- d. Law enforcement liability arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any covered party with knowledge of the falsity thereof.
- e. Workers Compensation, Employers' Liability and Similar Laws
 - (1) Any obligation of the covered party under a workers' compensation, disability benefits or any unemployment compensation law or similar laws:
 - (2) Any "damages" resulting from injury to:
 - (a) An employee of the covered party arising out of and in the course of:
 - (i) Employment by the covered party; or
 - (ii) Performing duties related to the conduct of the covered party business; or
 - (b) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph (1) above.
 - (3) This exclusion applies:
 - (a) Whether the covered party may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.
- f. War

Any "damages" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- g. Criminal Acts

Any "damages" arising out of any dishonest, fraudulent, criminal, or malicious act or omission of any covered party.
- h. Aircraft, Auto or Watercraft

Any "damages" arising out of the ownership, maintenance, operation, use, transportation, chartering, renting or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any covered party.
- i. Employment Injury

Any "damages" arising out of any:

 - (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
 - (4) Consequential injury as a result of (1) through (3) above.

This exclusion applies whether the covered party may be held liable as an employer or in any other capacity and to any obligation to share "damages" with or to repay someone else who must pay "damages" because of any of the above acts or omissions.
- j. Non-monetary "Damages"
 - (1) Any "damages" arising out of any actions, claims, "suits" or demands seeking relief or redress in any form other than money "damages"; or
 - (2) Any costs, fees or expenses which the covered party may become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief.
- k. Federal Acts

This coverage does not apply to any obligation of the covered party under the Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers Compensation Act.

B. PERSONS COVERED

Each of the following is a covered party under this agreement to the extent set forth below:

1. if the named covered party is designated in the declarations as an individual, the person so designated and their spouse;
2. if the named covered party is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to their liability as such;
3. if the named covered party is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of their duties as such.

This coverage does not apply to law enforcement liability arising out of the conduct of any partnership or joint venture of which the covered party is a partner or member and which is not designated in this coverage agreement as a named covered party.

C. LIMIT OF LIABILITY

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Covered parties;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit is the most we will pay for all "damages" to which this coverage applies.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for all "damages" arising out of any one "occurrence."
4. Subject to 2. and 3. above, the Each Person Limit is the most we will pay for "damages" to any one claimant.

D. ADDITIONAL DEFINITIONS

When used in reference to this endorsement:

"damages" means only those damages which are payable because of loss or injury arising out of an offense to which this coverage applies.

"police/peace officer" is defined as a member of an official civil police or sheriff's force or a department of the name covered party organized to maintain order, prevent and detect crime and enforce law. This includes a department of corrections, jailers and bailiffs.

E. ADDITIONAL CONDITIONS

Consent to Settle

We will consult with you when we settle claims or "suits," if you refuse to consent to any settlement offer we receive and you elect to contest the claim or "suit" or continue any legal proceeding in connection with such claim or "suit," our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.



PUBLIC ENTITY

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: **City of Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Employment Practices Liability	\$2,500
Public Officials Liability	\$2,500

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

Coverage

<input checked="" type="checkbox"/>	Employment Practices Liability	\$1,000,000	Per Claim
		\$1,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	

<input checked="" type="checkbox"/>	Public Officials Liability	\$1,000,000	Per Claim
		\$1,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	

Note: 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 a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, or **Claim Expenses** for a claim seeking such non-monetary relief, 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**.

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 incorporation 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 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.

Damages shall not include:

1. taxes, fines, penalties, or sanctions;
2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or
4. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

J. **Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section VI.

K. **Personal Injury** means injury arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel, slander or other defamatory or disparaging material;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

L. **Pollutants** shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Covered Party** for consumption and electric or magnetic or electromagnetic field. **Pollutants** shall also include any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

M **Property Damage** means:

1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. loss of use of tangible property which has not been physically injured, damaged or destroyed.

N **Public Entity** means the municipality, governmental body, department or unit which is named in the Declarations.

O **Related Claims** means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Covered Party**, regardless of whether that earliest date is before the **Agreement Period**, during the **Agreement Period**, or during the Extended Reporting Period, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

P **Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Q **Retaliation** means a **wrongful act** of a Covered Party relating to or alleged to be in response to any of the following activities:

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**.

U. Wrongful Employment Practice means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment related misrepresentation;
3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
4. sexual harassment or other unlawful workplace harassment;
5. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. wrongful discipline of employees;
7. negligent evaluation of employees;
8. failure to adopt adequate workplace or employment policies and procedures; or
9. employment related libel, slander, defamation or invasion of privacy.

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

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 dishonest, fraudulent, criminal or malicious 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 cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party**.
- M. alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Covered Party** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Covered Party** under any contract or agreement, unless such liability would have attached to the **Covered Party** even in the absence of such contract.
- O. alleging, based upon, arising out 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 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.

SECTION 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. The 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.



MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

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

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

- (a) \$ 1,000,000 Each **Claim**
- (b) \$ 1,000,000 Policy Aggregate for the **Policy Period** - but sublimited to:
 - (i) 1,000,000 Aggregate for the **Policy Period**, for all **Privacy Notification Costs** for **Privacy Liability**
 - (ii) 1,000,000 Aggregate for the **Policy Period**, for all **Regulatory fines** and **claim expenses** for **Privacy Liability**

Item 2. DEDUCTIBLE (Inclusive of **claim expenses**):

- (a) Same as POL Deductible
\$ on PGIT MN-025 Each **Claim**
- (b) Same as POL Deductible
\$ on PGIT MN-025 Each **Claim** for all **Privacy Notification Costs** for **Privacy Liability**
- (c) Same as POL Deductible
\$ on PGIT MN-025 Each **Claim** for all **Regulatory fines** and **claims expenses** for **Privacy Liability**

Item 3. RETROACTIVE DATE (if applicable): 10/01/2011

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. 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**, for actual or alleged **personal injury**, by reason of an act, error or omission in the performance of **media communications**, by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract**.

B. Network Security Liability Coverage

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

C. Privacy Liability Coverage

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

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

II. FIRST PARTY INSURING AGREEMENTS

A. 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 **extortion damages** as a result of an **extortion threat** first made against an **Covered Party** in its capacity as such and reported to the **Trust** during the **agreement period** by a person other than an **Covered Party** or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of an **Covered Party**.

B. Crisis Management Expense

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible and with the **Trust's** prior written consent, for the cost of public relations consultants for the purpose of averting or reducing damage to the **Covered Party's** reputation provided that the **claim** results from a **network breach** to the **Covered Party's computer system** or a **privacy wrongful act**.

C. Business Interruption

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

III. DEFENSE AND SETTLEMENT

A. Defense

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

B. Settlement

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

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability - Each Claim

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

B. Limit of Liability - Policy Aggregate

The **Trust's** limit of liability for **damages** and **claim expenses** for all **claims** first made and reported in writing to the **Trust** during the **agreement period** and for all **privacy notification costs** payable under Insuring Agreement I.C.2 will not exceed the aggregate amount shown in **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.C.2.; and
2. The sublimit of liability stated in **Item 1(b)(ii)** in the Declarations is the aggregate limit for the **agreement period**, for all **regulatory fines** and **claim expenses** for **privacy liability** under Insuring Agreement I.C.3.

C. Exhaustion of Limits

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

D. Deductible

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

E. Early Claim Resolution Incentive

If a **claim** is resolved or concluded, with the consent of the **Covered Party** and the **Trust**, as reflected in a settlement agreement, order, dismissal, or judgment, within one (1) year following the date that the **claim** is reported in writing to the **Trust**, the **Covered Party** will be reimbursed or credited fifty percent (50%) of the deductible, but not to exceed a maximum reimbursement of twenty-five thousand dollars (\$25,000) per **agreement period** for all such **claims** resolved or concluded in accordance with this Paragraph **E**.

F. Multiple Covered Partys, 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 Partys, 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 Partys** 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 Partys** 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.

G. Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

The **Trust** will pay up to two hundred and fifty dollars (\$250) for loss of earnings to the **Covered Party** for each day or part of a day the **Covered Party** is in attendance, at the **Trust's** request, at a trial, hearing or arbitration proceeding involving a **claim** against the **Covered Party**. In no event shall the amount payable hereunder exceed five thousand dollars (\$5,000) per **agreement period**.

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

- A. **Advertising** means publicly disseminated material which promotes the service, business, or product of the **Covered Party** or a client of the **Covered Party**, but only where such material was disseminated at the prior written request of the **Covered Party**.
- B. **Assumed under contract** means liability for **damages** for **personal injury** which the **Covered Party** is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the **Covered Party** prior to the occurrence of the **personal injury** for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for **personal injury** caused in whole or in part by the content of **media material** used in a **media communication**.
- C. **Breach notification law** means any local, state, federal or foreign statute or regulation requiring the **Covered Party** to protect the confidentiality and/or security of **personally identifiable information**.
- D. **Claim** means:
 1. a written demand received by a **Covered Party** for monetary damages, including the service of suit or initiation of arbitration proceedings;
 2. the initiation of a suit or arbitration proceeding against an **Covered Party** seeking injunctive relief; and
 3. with respect to coverage provided under Insuring Clause I.C.3 only, the institution of a **regulatory proceeding** against the **Covered Party**.
- E. **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**.

F. **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**;

G. **Damages** means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the **Trust's** written consent, and prejudgment interest awarded against the **Covered Party** on that part of the judgment the **Trust** offers to pay. If the **Trust** makes an offer to pay the applicable limits of liability, it will not pay any prejudgment interest based on that period of time after the offer.

Damages does not include:

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

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

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

- a. where the punitive or exemplary damages were awarded or imposed;
- b. where any act which forms the basis of the **claim** took place; or
- c. where any **Covered Party** is incorporated, resides, or has its principal place of business.

H. **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.

- I. **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**.
- J. **Extortion Threat** means any credible act, error or omission which actually, potentially, or threatens to:
1. hinder, restrict access to or corrupt an **Covered Party's computer system**;
 2. introduce **malicious code** into an **Covered Party's computer system**; or
 3. disclose, disseminate, destroy, corrupt or use the confidential information of a third party taken from an **Covered Party's computer system** as a result of **unauthorized access** to such **computer system**;
- K. **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.
- L. **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.
- M. **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**.
- N. **Media material** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including **advertising**.
- O. **Network breach** means:
1. the alleged or actual **unauthorized access** to a **computer system** that results in:
 - a. the destruction, deletion or corruption of electronic data on a **computer system**;
 - b. a **data breach** from a **computer system**; or
 - c. denial of service attacks against Internet sites or computers.
 2. transmission of **malicious code** from a **computer system** to third party computers and systems.

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

P. 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%).

Q. 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.

R. Personally identifiable information means an individual's name in combination with one or more of the following:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
3. the individual's social security number, drivers license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
4. other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

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

S. Personal injury means injury other than **bodily injury** to a third-party arising out of one or more of the following offenses by reason of an **Covered Party's** act, error or omission in the performance of or negligence regarding the content of any **media communication**:

1. false arrest, detention or imprisonment;
2. libel, slander, or other defamatory or disparaging statement or materials;
3. oral or written publication of material that violates an individual's right of privacy;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.

T. Privacy notification costs mean reasonable and necessary:

1. costs to hire a security expert to determine the existence and cause of any theft or **unauthorized access** to or disclosure of **personally identifiable information**;
2. costs to notify consumers under a **breach notification law**;
3. fees incurred to determine the actions necessary to comply with a **breach notification law**; and
4. credit monitoring services of the affected consumers if required by **breach notification law**.

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

U. 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**.

V. Privacy wrongful act means:

1. the theft or unintentional disclosure or mishandling of **personally identifiable information** that is in the care, custody, or control of the **Covered Party**; or
2. the **Covered Party's** unintentional failure to timely disclose a **network breach** in violation of any **breach notification law**.

3. Solely with respect to Insuring Agreement I.C.2, **privacy wrongful act** also means the **Covered Party's** unintentional failure to comply with that part of a **privacy policy** that expressly:
- a. requires notification to a person of the **Covered Party's** obtaining, acquisition, compilation or use of their **personally identifiable information**;
 - b. requires the **Covered Party** to disclose **personally identifiable information** or correct incomplete or inaccurate **personally identifiable information** after a proper request has been made by an authorized person;
 - c. requires the **Covered Party** to prevent the loss of **personally identifiable information**;
 - d. prohibits, prevents, restricts, or limits the improper or intrusive obtaining, acquisition, compilation or use of **personally identifiable information**; and
 - e. allows a person to opt-in or opt-out of the **Covered Party's** obtaining, acquisition, compilation or use of their **personally identifiable information**.
- X. **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.
- Y. **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.
- Z. **Subsidiary** means any entity of which the **Covered Party** owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the **agreement period** that the **Covered Party's** legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to **claims** made against an **Covered Party** based on any act or omission that was committed on or subsequent to such date.
- AA. **Unauthorized access** means the gaining of access to **computer systems** by an unauthorized person or persons.

VI. EXCLUSIONS

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

A. Deliberate Acts

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

B. Personal Profit

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

C. Prior Acts

Based upon or arising out of:

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

D. Bodily Injury/Property Damage

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

E. Employment Practices

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

F. Ownership

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

1. any **Covered Party** controlled, owned, operated or managed such entity; or

2. any **Covered Party** was an owner, partner, member, director, officer or employee of such entity.

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

G. Covered Party v. Covered Party

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

H. ERISA/Securities

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

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

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

I. Pollution

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

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

J. Contract Liability

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

K. Guarantees

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

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

L. Advertising

Based upon or arising out of :

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

M. Product Recall

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

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

N. Business Practice

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

O. Patent

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

P. Privacy

Based upon or arising out of:

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

Q. Governmental Action

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

R. Software Responsibility

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

S. Act of God

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

T. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

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

VII. CONDITIONS

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

1. The **Covered Party**, as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any **claim** made against the **Covered Party**.

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

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

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

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

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

B. Assistance and Cooperation

1. The **Covered Party** will cooperate with the **Trust** and upon the **Trust's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim** or payment of **privacy notification costs**.
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 **Insured's** obligation to pay has been finally determined either by judgment against the **Covered Party** after actual trial and appeal or by written agreement of the **Covered Party**, the claimant and the **Trust**.
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 Partys

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 Partys** 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.

VIII. EXTENDED REPORTING PERIODS (applies in addition to the extended reporting terms from PGIT MN-500)

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.



PUBLIC ENTITY

AUTOMOBILE COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: **City of Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

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 \$1,000,000 \$0 Deductible	Included
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	STATUTORY	Included
AUTO MEDICAL PAYMENTS	N/A		Not Included
UNINSURED MOTORISTS	N/A		Not Included
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	N/A		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	\$0 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-002Premium: \$ 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 or your personal affairs.
10	= Per definition assigned on PGIT MN-399, if applicable.

B. Owned Autos You Acquire After The Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during remainder of annual coverage term.
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.

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. For a covered "auto" that is a "leased auto" Who Is A Covered Party is changed to include the lessor as a "covered party."

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.

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. Coverage Extension. We will pay up to \$15 per day to a maximum of \$450 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."

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, 2 and 3 do not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible.

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 will 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 an "covered party" with us for:
 - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
 - b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
 - c. "Loss" to a covered "auto" or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the 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 \$0 is applicable to the following "Named Covered Party" only:

City of Atlantic Beach

Benefits

Limit Per Person

Total Aggregate Limit	Up to \$10,000 Limit (Medical and Disability Benefits)
Death Benefits	\$5,000 (in addition to the medical and disability benefits)
Medical Benefits	80% of reasonable medical expenses subject to total aggregate limit
Disability Benefits	60% of loss of gross income and earning capacity and replacement services subject to total aggregate limit (payable every two weeks)

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

A. Coverage

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

1. Medical Benefits

All reasonable “medically necessary” expenses for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital and nursing services if the individual receives 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. The insurer paying the benefits shall be entitled to recover from us it’s 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 or her 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 forward 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 for 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 have 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 as 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 by 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 Examinations: 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 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 a 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 an 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. “Name 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 a 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 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 a 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.

PUBLIC ENTITY

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 an "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 coverage's.

D. Conditions

All of the Conditions apply to the coverage provided by this endorsement except Other Insurance. The coverage provided by this endorsement is primary.



PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: **City of Atlantic Beach**

AGREEMENT NO.: **PK2FL1 0162001 15-15**

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

Coverage	Limit of Coverage	Deductible
<input checked="" type="checkbox"/> Employee Dishonesty Per Loss Coverage	\$250,000	\$5,000
<input checked="" type="checkbox"/> Forgery or Alteration Coverage	\$100,000	\$1,000
<input checked="" type="checkbox"/> Theft, Disappearance and Destruction Coverage - Inside	\$50,000	\$1,000
Outside	\$50,000	\$1,000
<input checked="" type="checkbox"/> Computer Fraud Coverage (Including Funds Transfer)	\$100,000	\$1,000

FORMS AND ENDORSEMENTS

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

See **PGIT MN-002**

Premium: \$ INCLUDED

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

PUBLIC ENTITY

GOVERNMENT CRIME COVERAGE FORM (DISCOVERY FORM)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit is shown in the Declarations:

1. Employee Dishonesty - Per Loss Coverage

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

We will pay for loss caused to the Covered Party through the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

c. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) "Counterfeit" paper currency that is acquired during the regular course of business.

3. Theft, Disappearance, and Destruction - Inside The Premises

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft," disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Theft, Disappearance, and Destruction - Outside The Premises

a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

5. Computer Fraud, including Funds Transfer

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises."

B. Limit Of Coverage

The most we will pay for loss in any one "occurrence" is the applicable Limit of Coverage shown in the Declarations.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

D. Exclusions

- 1. This coverage does not apply to:

- a. **Acts Committed By You**

- Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

- b. **Acts Of Officials, Employees Or Representatives**

- Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or

- (2) While performing services for you or otherwise;

- except when covered under Coverage Agreement **A.1.**

- c. **Governmental Action**

- Loss resulting from seizure or destruction of property by order of governmental authority.

- d. **Indirect Loss**

- Loss that is an indirect result of any act or "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property."

- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

e. Legal Expenses

Expenses related to any legal action, except when covered under Coverage Agreement **A.2**.

f. Nuclear

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

g. War And Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2. Coverage Agreement A.1. does not apply to:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Employees Cancelled Under Prior Insurance

Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior coverage has been cancelled and not reinstated since the last such cancellation.

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

d. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

3. Coverage Agreements A.3. and A.4. do not apply to:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person; or
 - (c) As a result of a threat to do damage to any property.

(2) But, this Exclusion does not apply under Coverage Agreement **A.4.** to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement **A.5. does not apply to:**

a. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

c. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

E. Conditions

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

1. Conditions Applicable To All Coverage Agreements

a. Cancellation As To Any Employee

This coverage is cancelled as to any "employee":

(1) Immediately upon discovery by:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" who is not in collusion with the "employee";

of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first named Covered Party. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first named Covered Party's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Concealment, Misrepresentation Or Fraud

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

- (1) This coverage;
- (2) The property covered under this coverage;
- (3) Your interest in the property covered under this coverage; or
- (4) A claim under this coverage.

c. Discovery

- (1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:
 - (a) During the agreement period shown in the Declarations; or
 - (b) During the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**
- (2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this coverage has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a loss covered under this coverage.

d. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money," "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement **A.1.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Give us a detailed, sworn proof of loss within 120 days.
- (4) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plan(s)

- (1) The employee benefit plan(s) shown in the Declarations are included as Covered Parties under Coverage Agreement **A.1.**
- (2) Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.
- (3) The Deductible Amount applicable to Coverage Agreement **A.1.** does not apply to loss sustained by any employee benefit plan(s) .

f. Extended Period To Discover Loss

- (1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you no later than 60 days from the date of that termination or cancellation.
- (2) However, this extended period to discover loss terminates immediately upon the effective date of any other coverage obtained by you replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

g. Joint Covered Party

- (1) If more than one Covered Party is named in the Declarations, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this coverage. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.

- (2) If any Covered Party or official of that Covered Party has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Covered Party.
- (3) An "employee" of any Covered Party is considered to be an "employee" of every Covered Party.
- (4) If this coverage or any of its coverages is cancelled or terminated as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**

However, this extended period to discover loss terminates as to that Covered Party immediately upon the effective date of any other coverage obtained by that Covered Party replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Covered Party than the amount we would pay if all the loss had been sustained by one Covered Party.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

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

j. Loss Covered Under More Than One Coverage Of This Agreement

If two or more coverages of this agreement apply to the same loss, we will pay the lesser of:

- (1) The actual amount of loss; or
- (2) The sum of the Limits of Coverage applicable to those coverages.

k. Non-Cumulation Of Limit Of Coverage

Regardless of the number of years this agreement remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or agreement period to agreement period.

l. Ownership Of Property; Interests Covered

The property covered under this agreement is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable.

However, this agreement is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this agreement must be presented by you.

m. Records

You must keep records of all property covered under this agreement so we can verify the amount of any loss.

n. Recoveries

- (1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this agreement will be distributed as follows:
 - (a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;
 - (b) Then to us, until we are reimbursed for the settlement made; and

(c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

o. Subrogation

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

p. Territory

This Coverage Agreement covers acts committed or events occurring within the United States of America (including its territories and possessions) and Puerto Rico.

q. Valuation - Settlement

(1) Subject to Section B. Limit Of Coverage, we will pay for:

- (a) Loss of "money" but only up to and including its face value.
- (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (i) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - [1] Value of the "securities" at the close of business on the day the loss was discovered; or
 - [2] Limit of Coverage.
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Coverage applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

- (iv) Until the lost or damaged property is actually repaired or replaced; and
- (v) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.2.**

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement **A.4.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.5.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
3. "Custodian" means you or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.
4. "Employee":
 - a. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) covered under this agreement; and
 - (b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) covered under this agreement;
 - (5) Any natural person who is a former official, "employee," representative or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises."
- b. "Employee" does not mean any agent, independent contractor or representative of the same general character.
5. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
6. "Fraudulent Instruction" means:
- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Coverage Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
7. "Funds" means "money" and "securities."
8. "Messenger" means you or any "employee" while having care and custody of property outside the "premises."
9. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
10. "Occurrence" means:
- a. As respects Coverage Agreement **A.1.**, all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.
 - b. As respects Coverage Agreement **A.4.**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

- c. As respects all other Coverage Agreements:
 - (1) An act or series of related acts involving one or more persons; or
 - (2) An act or event, or a series of related acts or events not involving any person.
- 11. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this agreement.
- 12. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
- 14. "Safe burglary" means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises."
- 15. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money."
- 16. "Theft" means the unlawful taking of "money," "securities" or "other property" to the deprivation of the Covered Party.
- 17. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 18. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

PUBLIC ENTITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

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 thereat.

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 or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "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 forms 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 person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 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 person(s) or organization(s) (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, in whole or in part, out of the **Covered Party's** operations, "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 person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement 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 person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the "premises" leased to the **Covered Party** by such person(s) or organization(s).

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, nothing in this agreement shall be construed as a waiver of either the Covered Party's or the Additional Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the Covered Party or the Additional Covered Party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced
001	City Hall 800 Seminole Road Atlantic Beach, FL 32233		1991	10/01/2015	\$1,458,260		\$1,838,060
			119 - JM	10/01/2017	\$379,800		
	Hip	Medium (10 to 30)					
002	Adele Grage Comm Center 716 Ocean Blvd. Atlantic Beach, FL 32233		1957	10/01/2015	\$612,750		\$682,650
			101 - Frame	10/01/2017	\$69,900		
	Gable end with bracing	High (> 30)					
003	Police & Fire Dept 850 Seminole Road Atlantic Beach, FL 32233		1987	10/01/2015	\$1,299,270		\$1,482,170
			119 - JM	10/01/2017	\$182,900		
	Complex	High (> 30)					
004	Lab & Office 1100 Sandpiper Lane Atlantic Beach, FL 32233		1973	10/01/2015	\$93,270		\$202,070
			119 - JM	10/01/2017	\$108,800		
	Flat	Low (< 10)					
005	Polymer Building 1100 Sandpiper Lane Atlantic Beach, FL 32233		1973	10/01/2015	\$73,380		\$103,480
			119 - JM	10/01/2017	\$30,100		
006	Chemical Feed Building 1100 Sandpiper Lane Atlantic Beach, FL 32233		1973	10/01/2015	\$98,670		\$139,070
			119 - JM	10/01/2017	\$40,400		
007	Influent 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$300,000
			131 - FR	10/01/2017	\$300,000		
008	Generator & Fuel Tank #1 1100 Sandpiper Lane Atlantic Beach, FL 32233		2012	10/01/2015	\$69,920		\$69,920
			223 - On Ground Liquid Storage	10/01/2017	\$0		
009	Generator 800KC/Fuel Tank 3,000gal #3 1100 Sandpiper Lane Atlantic Beach, FL 32233		1988	10/01/2015	\$140,000		\$140,000
			223 - On Ground Liquid Storage	10/01/2017	\$0		
010	Maint / Public Works 1200 Sandpiper Lane Atlantic Beach, FL 32233		1983	10/01/2015	\$850,320		\$1,273,720
			152 - NC	10/01/2017	\$423,400		
	Gable end with bracing	Low (< 10)					
011	New Aeration Tank 1&2 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$343,900
			223 - On Ground Liquid Storage	10/01/2017	\$343,900		



City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
012	New Aeration Tank 3&4 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$343,900
			223 - On Ground Liquid Storage	10/01/2017	\$343,900		
013	Secondary Clarifier #1 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$178,600
			223 - On Ground Liquid Storage	10/01/2017	\$178,600		
014	Secondary Clarifier #2 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$178,600
			223 - On Ground Liquid Storage	10/01/2017	\$178,600		
015	Blower Building #3 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$330,170		\$1,213,170
	Flat		131 - FR	10/01/2017	\$883,000		
016	Digester Structure 1100 Sandpiper Lane Atlantic Beach, FL 32233		1984	10/01/2015	\$0		\$240,500
			131 - FR	10/01/2017	\$240,500		
017	Water Treat Plant #1 Office 469 11th Street Atlantic Beach, FL 32233		1987	10/01/2015	\$483,100		\$981,700
	Flat	Low (< 10)	111 - MNC	10/01/2017	\$498,600		
018	Elevated Water Tank 469 11th Street Atlantic Beach, FL 32233		1987	10/01/2015	\$486,860		\$486,860
			225 - Elevated Liquid Storage	10/01/2017	\$0		
019	WTP Storage Bldg 469 11th Street Atlantic Beach, FL 32233		1953	10/01/2015	\$60,840		\$74,640
	Gable end with bracing	Low (< 10)	119 - JM	10/01/2017	\$13,800		
020	Reservoir East - Plant # 1 469 11th Street Atlantic Beach, FL 32233		1987	10/01/2015	\$0		\$54,700
	Flat	Low (< 10)	223 - On Ground Liquid Storage	10/01/2017	\$54,700		
021	Reservoir West - Plant # 1 469 11th Street Atlantic Beach, FL 32233		1953	10/01/2015	\$0		\$54,700
	Flat	Low (< 10)	223 - On Ground Liquid Storage	10/01/2017	\$54,700		
022	Office - WTP # 2 2301 Mayport Road Atlantic Beach, FL 32233		1973	10/01/2015	\$306,390		\$561,990
	Flat	Low (< 10)	131 - FR	10/01/2017	\$255,600		



City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced
034	11th Street Lift Station B 425 11th Street Atlantic Beach, FL 32233		1975	10/01/2015	\$169,290		\$169,290
			251 - Pump/Lift Station	10/01/2017	\$0		
035	Donner Rd Lift Station C 69 Donner Road Atlantic Beach, FL 32233		1975	10/01/2015	\$121,820		\$121,820
			251 - Pump/Lift Station	10/01/2017	\$0		
036	Selva Marina Lift Station D 1799 Selva Marina Dr. Atlantic Beach, FL 32233		1975	10/01/2015	\$103,710		\$103,710
			251 - Pump/Lift Station	10/01/2017	\$0		
037	Mayport Road Lift Station E 799 Mayport Road Atlantic Beach, FL 32233		1975	10/01/2015	\$132,710		\$132,710
			251 - Pump/Lift Station	10/01/2017	\$0		
038	Cavalla Rd Lift Station F 858 Cavalla Road Atlantic Beach, FL 32233		1975	10/01/2015	\$137,850		\$137,850
			251 - Pump/Lift Station	10/01/2017	\$0		
039	20th Street Lift Station G 404 20th Street Atlantic Beach, FL 32233		1975	10/01/2015	\$94,580		\$94,580
			251 - Pump/Lift Station	10/01/2017	\$0		
040	Mayport Road Lift Station H 2301 Mayport Road Atlantic Beach, FL 32233		1975	10/01/2015	\$85,890		\$85,890
			251 - Pump/Lift Station	10/01/2017	\$0		
041	Park Street Lift Station I 960 Park Street Atlantic Beach, FL 32233		1975	10/01/2015	\$61,350		\$61,350
			251 - Pump/Lift Station	10/01/2017	\$0		
042	Stewart Street Lift Station J 481 Stewart Street Atlantic Beach, FL 32233		1975	10/01/2015	\$68,140		\$68,140
			251 - Pump/Lift Station	10/01/2017	\$0		
043	Camelia Street Lift Station K 1397 Camelia St. Atlantic Beach, FL 32233		1975	10/01/2015	\$106,050		\$106,050
			251 - Pump/Lift Station	10/01/2017	\$0		
044	Barefoot Trace Lift Station L 2318 Barefoot Trace Atlantic Beach, FL 32233		1975	10/01/2015	\$106,020		\$106,020
			251 - Pump/Lift Station	10/01/2017	\$0		



City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
045	Camelia Street Lift Station M 302 Camelia Street Atlantic Beach, FL 32233		1975	10/01/2015	\$101,490		\$101,490
			251 - Pump/Lift Station	10/01/2017	\$0		
046	Seminole Rd Lift Station N 2277 Seminole Rd. Atlantic Beach, FL 32233		1975	10/01/2015	\$79,370		\$79,370
			251 - Pump/Lift Station	10/01/2017	\$0		
047	David Street Lift Station O 458 David Street Atlantic Beach, FL 32233		1975	10/01/2015	\$107,400		\$107,400
			251 - Pump/Lift Station	10/01/2017	\$0		
048	Mayport Landing Lift Station 2885 Wonderwood Rd. Atlantic Beach, FL 32233		1975	10/01/2015	\$103,730		\$103,730
			251 - Pump/Lift Station	10/01/2017	\$0		
049	West End Lift Station 2567 West End Atlantic Beach, FL 32233		1975	10/01/2015	\$81,060		\$81,060
			251 - Pump/Lift Station	10/01/2017	\$0		
050	Aspen Ridge Lift Station 2210 Aspen Ridge Atlantic Beach, FL 32233		1975	10/01/2015	\$118,500		\$118,500
			251 - Pump/Lift Station	10/01/2017	\$0		
051	Mimosa Cove Lift Station 1030 Mimosa Cove Ct. Atlantic Beach, FL 32233		1975	10/01/2015	\$118,760		\$118,760
			223 - On Ground Liquid Storage	10/01/2017	\$0		
052	Pan Am Lift Station 2294 Mayport Road Atlantic Beach, FL 32233		1975	10/01/2015	\$57,670		\$57,670
			251 - Pump/Lift Station	10/01/2017	\$0		
053	Courtyard Lift Station 2595 Mayport Road Atlantic Beach, FL 32233		1975	10/01/2015	\$148,080		\$148,080
			251 - Pump/Lift Station	10/01/2017	\$0		
054	Schooner Bay Lift Station 914 Schooner Bay Atlantic Beach, FL 32233		1975	10/01/2015	\$60,650		\$60,650
			251 - Pump/Lift Station	10/01/2017	\$0		
055	Lakeside Lift Station 2632 State Rd A1A Atlantic Beach, FL 32233		1975	10/01/2015	\$165,430		\$165,430
			251 - Pump/Lift Station	10/01/2017	\$0		



City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
056	Gavagan Rd Lift Station 995 Gavigan Road Atlantic Beach, FL 32233		1975	10/01/2015	\$189,830		\$189,830
			251 - Pump/Lift Station	10/01/2017	\$0		
057	Featherwood Lift Station 2121 Featherwood Atlantic Beach, FL 32233		1975	10/01/2015	\$102,470		\$102,470
			251 - Pump/Lift Station	10/01/2017	\$0		
058	Donner Comm. Center 2072 George Street Atlantic Beach, FL 32233		1983	10/01/2015	\$275,310		\$315,910
	Gambrel	High (> 30)	101 - Frame	10/01/2017	\$40,600		
059	Ground Storage Tank 1 (150,000 Gallon) 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$0		\$18,100
			223 - On Ground Liquid Storage	10/01/2017	\$18,100		
060	Ground Storage Tank 2 (150,000 Gallon) 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$0		\$18,100
			223 - On Ground Liquid Storage	10/01/2017	\$18,100		
061	Water Plant Office 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$260,020		\$344,020
			131 - FR	10/01/2017	\$84,000		
062	Maintenance Building 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$162,940		\$238,940
			119 - JM	10/01/2017	\$76,000		
063	Pump Building 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$161,570		\$359,770
			131 - FR	10/01/2017	\$198,200		
064	Chlorine Facility 902 Assisi Lane Atlantic Beach, FL 32233		1985	10/01/2015	\$25,720		\$35,720
			131 - FR	10/01/2017	\$10,000		
065	Fuel Tank (3000 Gallon) & Generator (625 KVA) 739 Renault Drive Atlantic Beach, FL 32233		1994	10/01/2015	\$146,230		\$146,230
			244 - Mechanical Equipment	10/01/2017	\$0		
066	Elevated Water Tank - WTP # 2 2301 Mayport Road Atlantic Beach, FL 32233		2004	10/01/2015	\$856,030		\$856,030
			225 - Elevated Liquid Storage	10/01/2017	\$0		



City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
067	Dutton Island Lift Station 1402 Dutton Island Rd. Atlantic Beach, FL 32233		2005	10/01/2015	\$73,740		\$73,740
			251 - Pump/Lift Station	10/01/2017	\$0		
068	Ticonderoga Lift Station 1082 Ticonderoga Court Atlantic Beach, FL 32233		2005	10/01/2015	\$120,170		\$120,170
			251 - Pump/Lift Station	10/01/2017	\$0		
069	Commission Chambers 800 Seminole Road Atlantic Beach, FL 32233		1991	10/01/2015	\$171,320		\$222,020
	Hip	Medium (10 to 30)	101 - Frame	10/01/2017	\$50,700		
070	Jordan Park Community Center 1671 Francis Avenue Atlantic Beach, FL 32233		2001	10/01/2015	\$521,220		\$592,420
	Gable end without bracing	Medium (10 to 30)	119 - JM	10/01/2017	\$71,200		
071	Well 2R 1200 Sandpiper Lane Atlantic Beach, FL 32233		2012	10/01/2015	\$165,000		\$165,000
			251 - Pump/Lift Station	10/01/2017	\$0		
072	Navy Lift Station 1045 Monmouth Ct Atlantic Beach, FL 32233			10/01/2015	\$99,140		\$99,140
			251 - Pump/Lift Station	10/01/2017	\$0		
073	Montreal Lift Station 2544 Montreal St Atlantic Beach, FL 32233			10/01/2015	\$65,000		\$65,000
			251 - Pump/Lift Station	10/01/2017	\$0		
074	Production Well #1 469 11th Street Atlantic Beach, FL 32233			10/01/2015	\$0		\$60,400
			251 - Pump/Lift Station	10/01/2017	\$60,400		
075	Production Well #2 469 11th Street Atlantic Beach, FL 32233			10/01/2015	\$0		\$72,400
			251 - Pump/Lift Station	10/01/2017	\$72,400		
076	Production Well #3 2301 Mayport Road Atlantic Beach, FL 32233			10/01/2015	\$0		\$48,300
			251 - Pump/Lift Station	10/01/2017	\$48,300		
077	Production Well #5 2301 Mayport Road Atlantic Beach, FL 32233			10/01/2015	\$0		\$36,200
			251 - Pump/Lift Station	10/01/2017	\$36,200		



City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
078	Production Well #3W 902 Assisi Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$72,400
				10/01/2017	\$72,400		
079	Production Well #5N 902 Assisi Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$72,400
				10/01/2017	\$72,400		
080	Production Well #1N 2848 Mayport Road Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$9,700
				10/01/2017	\$9,700		
081	Production Well #2S 2848 Mayport Road Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$9,700
				10/01/2017	\$9,700		
082	Master Lift Station 1100 Sandpiper Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$207,390		\$518,690
				10/01/2017	\$311,300		
083	Fuel Tank 1100 Sandpiper Lane Atlantic Beach, FL 32233		223 - On Ground Liquid Storage	10/01/2015	\$28,320		\$28,320
				10/01/2017	\$0		
084	Pond Aeration Pumps 1100 Sandpiper Lane Atlantic Beach, FL 32233		244 - Mechanical Equipment	10/01/2015	\$0		\$57,900
				10/01/2017	\$57,900		
085	Old Ras Pits 1100 Sandpiper Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$77,400
				10/01/2017	\$77,400		
086	Yard Station (Wet Well) 1100 Sandpiper Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$56,500
				10/01/2017	\$56,500		
087	Sludge/Odor Control Bldg 1100 Sandpiper Lane Atlantic Beach, FL 32233		111 - MNC	10/01/2015	\$596,900		\$1,293,400
				10/01/2017	\$696,500		
088	Reuse Pump Station (on-site) 1100 Sandpiper Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$111,000		\$111,000
				10/01/2017	\$0		



City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	
089	Lift Station/Control Bldng 739 Renault Drive Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$384,000	\$384,000	
				10/01/2017	\$0		
090	Wooden Walkway - Dutton Island Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$61,920	\$61,920	
				10/01/2017	\$0		
091	Big Pier - Dutton Island Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$122,400	\$122,400	
				10/01/2017	\$0		
092	Floating Dock Dutton Island Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$30,000	\$30,000	
				10/01/2017	\$0		
093	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
094	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
095	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
096	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
097	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
098	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		
099	Wood Bridge - Howell Park Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$15,000	\$15,000	
				10/01/2017	\$0		



City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
100	Wood Walkover - Howell Park		257 - Waterfront Structures	10/01/2015	\$20,640		\$20,640
	Atlantic Beach, FL 32233			10/01/2017	\$0		
101	Wood Walkover - Tideviews		257 - Waterfront Structures	10/01/2015	\$222,000		\$222,000
	Atlantic Beach, FL 32233			10/01/2017	\$0		
102	Overlook & Pier - Tideviews		257 - Waterfront Structures	10/01/2015	\$291,840		\$291,840
	Atlantic Beach, FL 32233			10/01/2017	\$0		
103	Beach Walkover - Ocean Rescue		257 - Waterfront Structures	10/01/2015	\$19,260		\$19,260
	Atlantic Beach, FL 32233			10/01/2017	\$0		
104	Beach Walkover 3rd St		257 - Waterfront Structures	10/01/2015	\$34,200		\$34,200
	Atlantic Beach, FL 32233			10/01/2017	\$0		
105	Beach Walkover 6th St		257 - Waterfront Structures	10/01/2015	\$26,100		\$26,100
	Atlantic Beach, FL 32233			10/01/2017	\$0		
106	Beach Walkover 8th St		257 - Waterfront Structures	10/01/2015	\$35,100		\$35,100
	Atlantic Beach, FL 32233			10/01/2017	\$0		
107	Beach Walkover 11th St		257 - Waterfront Structures	10/01/2015	\$27,000		\$27,000
	Atlantic Beach, FL 32233			10/01/2017	\$0		
108	Beach Walkover 13th St		257 - Waterfront Structures	10/01/2015	\$24,300		\$24,300
	Atlantic Beach, FL 32233			10/01/2017	\$0		
109	Beach Walkover - Dewee's		257 - Waterfront Structures	10/01/2015	\$11,160		\$11,160
	Atlantic Beach, FL 32233			10/01/2017	\$0		
110	Beach Walkover 16th St		257 - Waterfront Structures	10/01/2015	\$63,120		\$63,120
	Atlantic Beach, FL 32233			10/01/2017	\$0		



Property Schedule

Agreement Period: 10/01/2015 through 10/01/2017

City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
111	Beach Walkover 18th St Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$46,620		\$46,620
				10/01/2017	\$0		
112	Beach Walkover 20th St Atlantic Beach, FL 32233		257 - Waterfront Structures	10/01/2015	\$63,000		\$63,000
				10/01/2017	\$0		
113	Temporary Reuse Pump/Panel/Elec. 1100 Sandpiper Lane Atlantic Beach, FL 32233		251 - Pump/Lift Station	10/01/2015	\$0		\$155,000
				10/01/2017	\$155,000		
				Total:	\$16,151,210	\$7,358,700	\$23,509,910



City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Item #	Description	Serial Number	Classification Code	Eff. Date	Value	Deductible
				Term Date		
001	Unscheduled Items		Communication Equipment - ACV	10/01/15 10/01/17	\$16,000	\$5,000
002	AssNR: 1922 Marathon 4/6 Communications Console		Communication Equipment - ACV	10/01/15 10/01/17	\$17,302	\$5,000
003	AssNR: 1922 Marathon 4/6 Communications Console		Communication Equipment - ACV	10/01/15 10/01/17	\$17,302	\$5,000
004	Unscheduled Items		Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$333,097	\$5,000
005	AssNR:1038 Menzi Muck A51 mobile walking excavator 5110004683	MZ-1	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$52,721	\$5,000
006	AssNR:1034 Holland LB75 4 Wheel Drive Backhoe/Loader M20 31029947	M-20	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$26,451	\$5,000
007	AssNR:1805 Savin C4540SPF Copier		Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$15,758	\$5,000
008	Police Dept. Message Board 1A9A5432242228471	PMB-1	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$15,560	\$5,000
009	AssNR:1733 Allianz Madvac Pedestrian Sweeper MD1 17922	MD-1	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$20,603	\$5,000
010	AssNR: 1741 Caterpillar/Olympian Diesel Genset Model D50P4S		Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$26,500	\$5,000
011	AssNR: 1742 Caterpillar/Olympina Diesel Genset Model D200P4		Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$36,740	\$5,000
012	2008 Bobcat Skid Steer Loader all wheel drive 530323013	BC-2	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$27,688	\$5,000
013	Unscheduled Items		Electronic Data Processing Equipment - RC	10/01/15 10/01/17	\$213,884	\$5,000
014	Fiber Optics cable from City Hall to WP1, PW, WWTP1		Electronic Data Processing Equipment - RC	10/01/15 10/01/17	\$19,699	\$5,000
015	AssNR: TBD IBM X3650 Computer		Electronic Data Processing Equipment - RC	10/01/15 10/01/17	\$32,164	\$5,000
016	Unscheduled Items		Fine Arts - ACV	10/01/15 10/01/17	\$25,000	\$5,000
017	Unscheduled Items		Other Inland Marine - ACV	10/01/15 10/01/17	\$182,692	\$5,000
018	AssNR: 1547 Security control monitoring		Other Inland Marine - ACV	10/01/15 10/01/17	\$19,517	\$5,000
019	AssNR: 1547 Security control monitoring		Other Inland Marine - ACV	10/01/15 10/01/17	\$23,413	\$5,000
020	Unscheduled Items		Rented, Borrowed, Leased Equipment - ACV	10/01/15 10/01/17	\$50,000	\$5,000
021	2011 Cat 420E Backhoe B1116	G9F01702	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$65,239	\$5,000
022	2006 Vactron Trailer Mounted Jet/Vac	5H7RF19245LH 52134	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$58,612	\$5,000
023	2001 Bobcat Skid Bct Loader 515839481	BC-1	Contractor's / Mobile Equipment - ACV	10/01/15 10/01/17	\$16,162	\$5,000
024	2012 Tracker Topper 1542 LW	BUJ00727D112	Watercraft - ACV	10/01/15 10/01/17	\$2,500	\$5,000
025	Unscheduled Items		Valuable Papers - RC	10/01/15 10/01/17	\$100,000	\$5,000
026	Main Computer		Electronic Data Processing Equipment - RC	10/01/15 10/01/17	\$300,000	\$5,000



Inland Marine Schedule

Agreement Period: 10/01/2015 through 10/01/2017

City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Item #	Description	Serial Number	Classification Code	Eff. Date	Value	Deductible
				Term Date		
027	PS Computer room		Electronic Data Processing Equipment - RC	10/01/15	\$75,000	\$5,000
				10/01/17		
028	File back-up service, Hub for wireless to remote city sites		Electronic Data Processing Equipment - RC	10/01/15	\$100,000	\$5,000
				10/01/17		
029	50KW Onan Trailer-Mounted Generator		Contractor's / Mobile Equipment - ACV	10/01/15	\$26,500	\$5,000
				10/01/17		
030	Terex HR16 Compact Excavator & Trailer (2004)		Contractor's / Mobile Equipment - ACV	10/01/15	\$28,000	\$5,000
				10/01/17		
031	2015 Polaris	3NSRUA57XFG 878609	Contractor's / Mobile Equipment - ACV	10/01/15	\$9,799	\$5,000
				10/01/17		
				Total	\$1,953,903	



Vehicle Schedule

Agreement Period: 10/01/2015 through 10/01/2017

City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
001	Sterling	LT9500 Boom		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$130,000
1	2007	2FZHAZCV27AX37794	Heavy Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$130,000
003	Ford	Conventional L LT9000 Dump	PW-5002	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$30,000
1	1994	1FDZU90T3RVA10592	Heavy Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$30,000
004	Chevrolet	Astro Van, Extended	PS-1006	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$5,000
1	1997	1GNDM19W5VB168366	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$5,000
005	Chevrolet	C1500	PU-5506	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$5,000
1	1997	1GCEC14M6VZ227745	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$5,000
006	Ford	F150 3 Dr Extended Cab	PU-5502	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$9,000
1	1998	1FTZX1729WNC03836	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$9,000
007	Ford	F350 Utility	PU-5504	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2000	1FDWF36F6YEE07689	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
008	Ford	F350 Utility	PU-5504	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2000	1FDWF36F2YEE07690	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
009	Ford	F150	PU-5504	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$10,000
1	2000	1FTZX172XYNA95410	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$10,000
010	Ford	F150	PU-5502	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$10,000
1	2000	1FTZF1728YNA95411	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$10,000
011	GMC	Sierra	PW-5002	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2001	1GTEC14T91Z219074	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
012	Dodge	Ram B2500, Cargo Van	PAINTERS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2001	2B7JB21YX1K517577	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
013	Ford	F350 Utility	PU-5506	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2001	1FDWF36F21ED44175	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
014	Mack	Sludge	PU-5508	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$65,000
1	2003	1M2AG12C83M003041	Heavy Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$65,000
015	Chevrolet	S-10	FIN-1003	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2003	1GCCS14X438179931	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
016	Chevrolet	S-10	PW-5002	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2003	1GCCS14X938180038	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
017	Ford	F450	PW-0000	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$20,000
1	2003	1FDXF46S43EB49057	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$20,000
018	Jeep	4 x 4 Liberty	BLD-1008	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2002	1J4GL48KX2W294276	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
019	Ford	Ranger	FIN-1003	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$10,000
1	2004	1FTYR10E54PA78068	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$10,000
020	Ford	F150	PU	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$10,000
1	2005	1FTRF12275NA81647	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$10,000
021	Chevrolet	Impala	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2005	2G1WF55K959251010	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
022	Chevrolet	Impala	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2005	2G1WF55K759246596	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
023	Jeep	Liberty 4X4	BLD	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,000
1	2006	1J4GL48K76W184548	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,000
024	Ford	Ranger	Animal Control	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,000
1	2006	1FTYR11EX6PA54561	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,000



Vehicle Schedule

Agreement Period: 10/01/2015 through 10/01/2017

City of Atlantic Beach

Agreement No.: PK2FL1 0162001 15-15

Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
025	Ford	F150	PU	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2006	1FTRF12W26NA86758	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
026	Ford	Escape	PW	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2006	1FMYU02Z66KC12378	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
027	Ford	Crown Victoria	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2006	2FAFP71W96X134975	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
028	Ford	Crown Victoria	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,000
1	2006	2FAFP71W56X134973	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,000
029	Ford	Crown Victoria	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,000
1	2006	2FAFP71W76X134974	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,000
030	Ford	F150	PW	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$11,000
1	2007	1FTRF12217KC19610	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$11,000
031	Ford	F150 4 x 4	Animal Control	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$16,000
1	2007	1FTRF14WX7NA37788	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$16,000
032	Ford	F150	P/R	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2007	1FTRF12267KC19621	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
033	Ford	Crown Victoria	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,000
1	2007	2FAFP71WX7X142780	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,000
034	Ford	Crown Victoria	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2007	2FAFP71W37X142779	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
035	Ford	Ranger 4 x 2	PU	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$14,000
1	2007	1FTYR14U57PA79985	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$14,000
036	Ford	F150 4 x 2	PU	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2007	1FTRF12W87NA54589	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
037	Unknown	Trailer	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$4,019
1	2013	1T9CE141XZJ546281	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$4,019
038	Shuman	Equipment Trailer	PW	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$2,016
1	2004	1XN716R5X31602972	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$2,016
039	Triple Crown	6 x 12 Open Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,079
1	2007	1XNU612T971022796	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,079
040	Triple Crown	6 x 12 Open Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,079
1	2007	1XNU612T071022797	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,079
041	Triple Crown	6 x 12 Open Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,079
1	2007	1XNU612T271022798	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,079
042	Triple Crown	6 x 12 Open Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,079
1	2007	1XNU612T471022799	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,079
043	Ford	Escape Hybrid		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$21,240
1	2008	1FMCU49H78KC90380	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$21,240
044	Ford	F250 Super Duty		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,537
1	2008	1FTNF20508ED12720	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,537
045	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$19,761
1	2008	2FAFP71V18X147911	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$19,761
046	Ford	F150 4X4	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$16,640
1	2008	1FTRF14V78KD60349	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$16,640
047	Ford	Crown Victoria		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$19,761
1	2008	2FAFP71V38X147912	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$19,761



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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
048	Ford	Crown Victoria		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$19,761
1	2008	2FAFP71V58X147913	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$19,761
049	Ford	F350 Super Duty, Diesel		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$26,753
1	2008	1FTWF32R78ED63318	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$26,753
050	Ford	Crown Victoria		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,825
1	2007	2FAFP71W17X142781	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,825
051	Chevrolet	Box Truck		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$45,351
1	2007	1GBE5E1G87F422903	Heavy Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$45,351
052	Lark United	6 x 10 enclosed trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,935
1	2008	5RTBE10168D010947	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,935
053	Trail-eze	Trailer Model TE18AH35		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$11,355
1	2003	1DA42RR3X3P016358	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$11,355
054	Ford	Focus	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$11,715
1	2009	1FAHP34N69W133576	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$11,715
055	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,005
1	2009	2FAHP71V39X103077	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,005
056	Ford	Focus	Planning	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$11,715
1	2009	1FAHP34N49W116078	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$11,715
057	GEM	EL	Parks	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$14,250
1	2008	5ASAK27408F048332	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$14,250
058	Long	Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$253
1	2008	LCAUS04138T369266	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$253
059	Ford	Econoline Wagon E 350	Recreation	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$20,407
1	2009	1FBNE31L49DA40741	Medium Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$20,407
060	Ford	Ranger 4 x 2	Public Utility	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,000
1	2009	1FTYR10D89PA31115	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,000
061	Chevrolet	Malibu	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,252
1	2009	1G1ZF57559F1220807	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,252
062	Chevrolet	Malibu	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,252
1	2009	1G1ZF57519F222151	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,252
063	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,641
1	2009	2FAHP71V79X116429	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,641
064	Chevrolet	Malibu	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,252
1	2009	1G1ZF57509F229673	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,252
065	Ford	F150 4X2	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,647
1	2009	1FTRF12W59KC05876	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,647
066	Crosley	Trailer	Parks	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$950
1	2002	1C9BU12252S769905	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$950
067	Tru Tow	Cargo DUI	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$3,881
1	2013	1T9CE122747546785	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$3,881
068	Ford	F150	Parks	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,747
1	2010	1FTMF1CW6AKB55759	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,747
069	Chevrolet	Silverado K1500	Public Works	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$17,727
1	2010	1GCPKPEX0AZ158651	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$17,727
070	Ford	Escape Hybrid Fwd 4 Dr	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$29,239
1	2010	1FMCU4K32AKC68646	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$29,239



Vehicle Schedule

Agreement Period: 10/01/2015 through 10/01/2017

City of Atlantic Beach

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Agency: Harden & Associates dba John T Ferreira Insurance

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
071	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,714
1	2010	2FABP7BVXAX132505	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,714
072	Chevrolet	Impala	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$20,042
1	2010	2G1WD5EM8A1191446	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$20,042
073	Ford	Ranger		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$11,830
1	2010	1FTKR1AD3APA60238	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$11,830
074	Speed Radar	Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$6,310
1	2010	1R9BR081XAB482098	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$6,310
075	Ford	Police Interceptor 4D	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,622
1	2011	2FABP7BV9BX108214	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,622
076	Ford	Escape Hybrid	Public Safety	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$29,239
1	2011	1FMCU4K38BKA39096	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$29,239
077	Ford	Escape Hybrid	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$27,016
1	2011	1FMCU4K36BKA82951	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$27,016
078	Chevrolet	C1500	PW	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$16,831
1	2011	1GCNKPEX6BZ256219	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$16,831
079	Ford	Ranger	PW	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,947
1	2011	1FTKR1AD6BPA26375	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,947
080	Ford	Ranger	Parks	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$12,947
1	2011	1FTKR1AD8BPA26376	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$12,947
081	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,573
1	2011	2FABP7BV7BX127599	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,573
082	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,573
1	2011	2FABP7BV9BX113817	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,573
083	Ford	C-Z Escape	Code Enforcement	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$16,800
1	2012	1FMCUOC74CKC10180	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$16,800
084	Ford	F150		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$13,621
1	2012	1FTMF1CM6CFB56985	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$13,621
085	Chevrolet	Volt		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$39,735
1	2012	1G1RA6E48CU116121	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$39,735
086	Kawasaki	4x4		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$3,380
1	2012	JKIAFCM19CB510552	Extra Light Service	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$3,380
087	EZ Pack	EZ Loader Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$900
1	2012	1ZEAAKHB4Ca009668	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$900
088	Toyota	Tacoma		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$17,058
1	2013	5TFNX4CN0DX022044	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$17,058
089	Mack	GU813	Public Utilities	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$136,158
1	2013	IM2AX13C8DM020485	Heavy Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$136,158
090	Ford	Police Interceptor FWD 4 Door		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$24,072
1	2013	1FAHP2L87DG150718	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$24,072
091	Ford	Escape SE AWD 4DR		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$23,885
1	2013	1FMCU9GX6DUD03285	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$23,885
092	WANCO	Solar Traffic Director	Public Works	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$4,380
1	2004	5F11S101041002617	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$4,380
093	VAC-TRON	Vacuum Pump	Public Works	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$58,111
1	2005	5HZBF19245LH52134	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$58,111



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Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
094	CMS-GP432T	Message Board	PS	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,560
1	2004	1A9AS32242228471	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,560
095	Ford	Transit Connect XL Van	Public Utility	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$19,000
1	2013	NM0LS6AN1DT156506	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$19,000
096	Ford	Transit Connect XL Van	Public Utility	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$21,194
1	2013	NM0LS6AN5DT156824	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$21,194
097	Ford	Crown Victoria	Police	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$25,013
1	2014	1FAHP2L81EG157380	Police Car	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$25,013
098	Toyota	SUV		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,000
1	2006	JTEHT05J362102154	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,000
099	All Pro	Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,500
1	2014	1Z9BU1426EJ213787	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,500
100	All Pro	Utility Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$1,500
1	2014	1Z9BU1428EJ213788	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$1,500
101	Ford	Truck 2WD		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,110
1	2014	1FTFX1CF8EFB62880	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,110
102	Ford	Truck	Public Works	10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,273
1	2014	1FTEX1EM9EFB32925	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,273
103	Ford	F150 Supercab		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,956
1	2014	1FTFX1CF7EFB10981	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,956
104	Ford	F150 Supercab		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$20,556
1	2014	1FTEX1CM4EFB02489	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$20,556
105	Ford	F150 Regular Cab		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$15,025
1	2014	1FTMF1CM5EFA94921	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$15,025
106	Ford	F150 Regular Cab		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,326
1	2014	1FTMF1EM0EKD62486	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,326
107	Ford	F150		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$24,537
1	2014	1FTNF1EF6EKD94087	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$24,537
108	Ford	F150		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$22,273
1	2014	1FTEX1EM5EFC97046	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$22,273
109	Freedom	Cargo Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$3,699
1	2015	5WKBE1824F1029391	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$3,699
110	Freightliner	Trailer		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$6,598
1	2015	5WKBE1422F1028794	Trailer - NO	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$6,598
111	Ford	Taurus		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$21,702
1	2015	1FAHP2L82FG159491	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$21,702
112	Ford	Taurus		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$21,702
1	2015	1FAHP2L84FG159492	Private Passenger	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$21,702
113	Ford	F150 Reg Cab		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$18,000
1	2015	1FTMF1C80FKD17958	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$18,000
114	Ford	Truck		10/01/2015	\$1,000	10/01/2015	10/01/2017		\$24,625
1	2015	1FM5K8ARXFGC26683	Light Truck	10/01/2017	\$1,000	10/01/2015	10/01/2017	Actual Cash	\$24,625

Total	\$2,052,096
APD Rptd	\$2,052,096



CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

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

Toll Free: 1-800-237-6617 x 4002

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, ext 4002 - during office hours of 8am to 5pm Monday through Friday
- Fax 321-832-1448
- Email to LiabilityClaims@pgcs-tpa.com