



**Office of the Mayor-President**  
Purchasing Division

City of Baton Rouge  
Parish of East Baton Rouge  
222 St. Louis Street, 8<sup>th</sup> Floor  
P.O. Box 1471  
Baton Rouge, Louisiana 70821

Philip Gore  
Interim Director of Purchasing

225/389-3259 FAX 225/389-4841 [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com)

**ADDENDUM NO. 1 ISSUED JUNE 30, 2025**  
**RFP 2025-06-9010 – Baton Rouge Airport Insurance Broker Services**

**Your reference is directed to the above-referenced RFP scheduled to open on July 7, 2025, at 2:00 PM CST.**

**This addendum is being issued to respond to questions received during the inquiry period for this RFP:**

Q1 We would like to request the following information to help with our response to the RFP:

5 years currently valued loss runs  
Copies of all current policies  
Statement of Values for all locations

R1 See attachments after updated Page 28 of the RFP.

The following update is also being made to the RFP via this addenda with regard to the scoring on Page 28 of the RFP:

Page 28 as written.

**REVISE** Page 28 by removing this Page in RFP and replacing it with the attached Page 28.

The following exhibits have been added to provide the responses to Question 1.

Exhibit A Loss Runs  
Exhibit B Copies of All Current Policies  
Exhibit C Statement of Values for all locations

**The addendum is hereby officially made part of the referenced solicitation and should be attached to the proposer's proposal or otherwise acknowledged therein.**

**If you have already submitted your proposal and this addendum causes you to revise your original proposal, please indicate changes herein and return to Purchasing prior to the Bid Opening in an envelope marked with the file number, bid opening date and time. If this addendum does not cause you to revise your proposal, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

### 3.1 Technical Proposal

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

	Points
1. Company's experience and Capabilities	0-20
2. Company Qualifications	0-25
3. Proposed Account Team	0-10
4. References.	0-20
5. Broker Compensation	0-20
6. SEDBE Participation	0-5
<b>Grand Total for Written Proposal</b>	<b>100</b>

The Greater Baton Rouge Airport District may request additional information, including but not limited to financial statements, or request an oral presentation to assist in the selection, and the Proposer will be expected to cooperate fully with such a request.

#### SEDBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative.

This procurement has been designated as suitable for certified small entrepreneurships (SEDBE) participation, and has **no set goal as participation is strongly encouraged.**

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Search/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <https://www.cfpd.doe.louisiana.gov/OSP/LaPAC/Supplier/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Small E". Additional assistance may also be obtained from the Small

Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <https://www.mbda.gov/>.

EXHIBIT A

LOSS RUNS



**McCord &  
Associates**  
CLAIM MANAGEMENT

## **APD Loss Run 22-24 McCord & Associates**

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Loss Run As Of 8/7/24

Insured: The Baton Rouge Metropolitan Airport

Policy Number: WOAPD21008 & WOAPD22008

Effective Dates: 1/1/22 - 1/1/23 & 1/1/23 - 1/1/24

No Claims Reported

**McCord & Associates**  
P.O. Box 391337 • Omaha, NE 68139-1337  
Phone: 1-844-321-7985 • 402-514-6100  
Fax: 888-526-8381  
E-Mail: [claims@mccordclaims.com](mailto:claims@mccordclaims.com)



Program Number: 3183705  
Insured Group: City of BR  
NA - NA Prog OM - Equibuyer  
Broker: AXA INSURANCE BROKERAGE, LLC  
Currency: USD

Report Run: 25 Aug 2024  
Data Period: 01 Aug 2024  
XL Insurance  
Reinsurance  
Loss Run User Guide  
Run a New Report

100%

ⓧ All Other Policies

All numbers represent 100% of the Claims

LY Year	Policy Number	URL	Claim Number	Claim Cause of Loss	Claim Status	Claim Notice Date	Claim Closed Date	Claim Handler	Indemn Paid	Exp Paid	Total Paid
2024	US0012310PR24A	NA Prog OM - Equibuyer			No Claims Reported				0	0	0
2024	Total for 2024								0	0	0
2023	US0012310PR23A	NA Prog OM - Equibuyer			No Claims Reported				0	0	0
2023	Total for 2023								0	0	0
Grand Total:											0

## BLR Loss Run 23-25 XL

1998, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

NAME INQUIRY	REPORT PERIOD	DATE PRODUCED	QTY	LOS	VALUED AS OF	PRODUCER CODE	PRODUCER RESERVAL
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[illegible][illegible]

POLICY TERMS WITH NO CLAIMS	AUTO LIABILITY	AUTO DAMAGE
01/01/2020-12/31/2020	01/01/2020-12/31/2020	01/01/2020-12/31/2020
01/01/2021-12/31/2021	01/01/2021-12/31/2021	01/01/2021-12/31/2021



Hudson Insurance Company  
Hudson Specialty Insurance Company  
Hudson Excess Insurance Company

100 William Street, 5th Floor  
New York, NY 10038

T 212 978.2873  
F 646 216.3786  
www.hudsoninsgroup.com

An OdysseyRe

Fairfax Company

## CAU Loss Run 22-24 Hudson

### LOSS RUN REQUEST FORM

**Date:** November 11, 2024

**Insured:** City of Baton Rouge Parish of East Baton Rouge Greater BR Airport  
District dba The Baton Rouge Metropolitan Airport

**Policy #** PEA0005334-00, PEA0005334-01

**Effective:** 1/1/2022-1/1/2023, 1/1/2023-1/1/2024

To Whom It May Concern:

Hudson Insurance Group has not received notice of any claims that have been reported under the Insured's policy numbers captioned above.

Please do not hesitate to call should you have any questions or need additional information.

Regards,

A handwritten signature in black ink, appearing to be 'N. Reed'.



Loss Runs Report

ILR18-01971-00

Eustis Insurance Inc., A Marsh & McLennan  
Agency, LLC Company  
3300 W. Esplanade Avenue, Suite 301  
Metairie, LA 70002

As of: 08/06/2024  
for 01/01/2024 - 01/01/2025

Imperium Insurance Company

Greater BR Airport District

Control #	Policy Type	Line	Claim #	Date of Loss	Date Reported	Status	Claim Description	Loss Outstanding	Expense Outstanding	Loss Paid	Expense Paid	Recovery	Total Incurred
184976	New	Business Auto						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CAU Loss Run 24-25 RISCOM

[illegible]





DBB Loss Run 21-25 Peninsula

August 9, 2024

This responds to your request for loss runs on the following:

**INSURED:** City Of Baton Rouge, Parish of EBR, Greater BR Airport District; DBA the BR Metropolitan Airport

**LINE OF BUSINESS:** Deductible Buyback - Wind

**POLICY NUMBER(S):** MULTIPLE

MCD-240007  
42-PDM-240007-01 1/1/2024 1/1/2025

MCD-230002  
42-PDM-230002-01 1/1/2023 1/1/2024

MCD-220004  
42-PDM-220004-01 1/1/2022 1/1/2023

MCD-210017 1/1/2021 1/1/2022

**Insurer:** Certain Underwriters at Lloyd's, London

Peninsula Insurance Bureau is the claims administrator for Certain Underwriters at Lloyd's, London. We reviewed our records and have the following records pertaining to the above referenced policies:

Loss Runs Results:

Date of Loss	Status	Policy Number	Claim Number	Location of Loss	Loss Description	Loss Paid	Expense Paid
3/30/2022	C	MCD-220004 42-PDM-220004-01	953219	9430 Jackie Cochran Dr, Baton Rouge, LA, USA, 70807	CAT 2221	\$0.00	\$0.00

If you have any questions or concerns, please do not hesitate to contact our offices.

Best Regards,

Monica Haynes (mhaynes@pibadjusters.com)

## Agent Loss Run Report

GLI Loss Runs 19-25 Chubb

age 1 of 35

Policy Number	N00974274		Policy Term	1/1/2004 - 1/1/2005
Insured Name	BATON ROUGE, CITY OF			
Division	H - Aerospace		PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC		MCC	0040100 - Airports and Special Risk

BCO	456	Adjuster	***												
Claim	736808	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
Z	X456G736808	456	3/1/04		9/9/04	3/1/04		LA			C	(\$506)	\$0	*	*

BCO	456	Adjuster	***												
Claim	736859	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
Z	X456G736859	456	3/21/04		6/3/04	3/1/04		LA			C	(\$161)	\$0	*	*

BCO	Y04	Adjuster	***												
Claim	007082	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY04J0070829	456	3/21/04		4/8/04	7/22/04		LA	ENGLISH;HARRY AVPD VEH DAMAGE	ENGLISH;HARRY	C	\$161	\$0	*	*

BCO	Y04	Adjuster	***												
Claim	010011	Supervisor	***												
		Plant / Div Location Cd													
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY04J0100111	456	3/1/04		3/17/04	2/10/09		LA	DIXON;JOHN AVPD VEH DAMAGE	DIXON;JOHN	C	\$506	\$0	*	*

Policy Number	N00974274	Policy Term	1/1/2004 - 1/1/2005
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y04	Adjuster	John Walsh									
Claim	012226	Supervisor	Bryan Doyle									
Plant / Div Location Cd												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss
A	JY04J0122265	456	10/6/04		10/26/04	10/15/15		LA	HATCH;PATRICIA AVPD VEH DAMAGE	HATCH;PATRICIA A	C	\$767
Z	Y04012226	456	10/6/04					***	***	***	***	(\$767)
											Gross Outstanding	Gross Incurred Loss
											\$0	*
											\$0	*

BCO	Y05	Adjuster	***									
Claim	007994	Supervisor	***									
Plant / Div Location Cd												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss
A	JY05J0079948	456	8/7/04		5/23/05	4/20/09		LA	STEIN;SANDRA ABIO MISSED STEP AND FELL	STEIN;SANDRA	C	\$40,000
Z	Y05007994	456	8/7/04					***	***	***	***	(\$10,000)
											Gross Outstanding	Gross Incurred Loss
											\$27,866	*
											\$0	*

BCO	Y05	Adjuster	***											
Claim	011215	Supervisor	***											
Plant / Div Location Cd														
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Outstanding	Gross Incurred Loss
A	JY05J0112156	456	12/29/04		7/13/05	9/20/05		LA	BAUM;BLANNIE ABIO INJURED FINGER ON A BELT	BAUM;BLANNIE	C	\$0	\$0	*

Subtotal											\$30,000	\$27,866
											*	*



## Agent Loss Run Report

Policy Number	N00974274		Policy Term	1/1/2005 - 1/1/2006	
Insured Name	BATON ROUGE, CITY OF				
Division	H - Aerospace		PAC	ARS - Airports	
Master/Subsidiary Producer	272715 - MARSH & MCLENNAM AGENCY LLC		MCC	0040100 - Airports and Special Risk	

Z	Y05015349	456	9/1/05			***	***	***	(\$335)	\$0	*	*
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BCO	Y05	***										
Claim	017231	***										

Plant / Div Location Cd												
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Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY05J0172315	456	9/25/05		9/29/05	6/1/06		LA	YIANNPOULOS;NICHOLAS AVPD VEH DMG/POWDER	YIANNPOULOS;NICHOLAS	C	\$1,323	\$0	*	*
Z	Y05017231	456	9/25/05					***	***	***	***	(\$1,323)	\$0	*	*

BCO	Y05	***										
Claim	017233	***										

Plant / Div Location Cd												
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Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY05J0172337	456	9/26/05		9/30/05	3/27/06		LA	PERRET;MARY AVPD WHITE SUBSTANCE ON VEH	PERRET;MARY	C	\$3,865	\$85	*	*
Z	Y05017233	456	9/26/05					***	***	***	***	(\$3,865)	\$0	*	*

BCO	Y05	***										
Claim	017510	***										

Plant / Div Location Cd												
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Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY05J0175109	456	9/24/05		9/30/05	1/9/06		LA	ROBERT;BARRY/CUNNINGHAM;ROB;WAGNER;AL LEN AVPD	ROBERT;BARRY	C	\$0	\$0	*	*
B	JY05J0175109	456	9/24/05		9/30/05	1/9/06		LA	ROBERT;BARRY/CUNNINGHAM;ROB;WAGNER;AL LEN AVPD	CUNNINGHAM;ROB	C	\$0	\$0	*	*
C	JY05J0175109	456	9/24/05		9/30/05	1/9/06		LA	ROBERT;BARRY/CUNNINGHAM;ROB;WAGNER;AL LEN AVPD	WAGNER;ALLEN	C	\$0	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2005 - 1/1/2006
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y05	Adjuster	***							
Claim	021411	Supervisor	***							
Plant / Div Location Cd										
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant
A	JY05J0214115	456	10/24/05		11/8/05	6/27/07		LA	THOMPSON; DAVID AVPD WALKED INTO A SIGN	THOMPSON; DAV ID
										C
									\$0	\$0
										*
										*

BCO	Y06	Adjuster	***							
Claim	001187	Supervisor	***							
Plant / Div Location Cd										
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant
A	JY06J001187X	456	12/15/05		1/18/06	2/21/06		LA	GOLDBERGER, MARK AVPD WHITE SUBSTANCE ON VEH	GOLDBERGER, MARK ARK
										C
									\$0	\$0
										*
										*

BCO	Y06	Adjuster	***											
Claim	001193	Supervisor	***											
				Plant / Div Location Cd										
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0011935	456	12/27/05		1/18/06	4/27/06		LA	SANCHEZ; RICK AVPD WHITE SUBSTANCE ON VEH	SANCHEZ; RICK	C	\$0	*	*

BCO	Y06	Adjuster	***													
Claim	006280	Supervisor	***													
				Plant / Div Location Cd												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss	
A	JY06J006280X	456	11/30/05		3/27/06	8/3/06		LA	JONES;REG AVPD A/C DAMAGE BY TAR ON RUNWAY	JONES;REG	C	\$521	\$0	*	*	
Z	Y06006280	456	11/30/05					***	***	***	***	(\$521)	\$0	*	*	



Policy Number	N00974274	Policy Term	1/1/2006 - 1/1/2007
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y06	Adjuster	***												
Claim	002354	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0023540	456	1/26/06		2/3/06	3/15/06		LA	GUILLORV, SHELIA - ROCK HIT VEH W.S.- AVPD	GUILLORV, SHELIA	C	\$420	\$0	*	*
Z	Y06002354	456	1/26/06					***	***	***	***	(\$420)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	002815	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J002815X	456	1/12/06		2/10/06	6/1/06		LA	SONNIER; MARGUERITE AVPD VEH DMG/HIT & RUN	SONNIER; MARG UERITE	C	\$0	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	005869	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0058696	456	2/23/06		3/21/06	2/2/07		LA	TUTTLE;KENNETH AVPD LAWNMOWER STRUCK A/C	TUTTLE;KENNETH H	C	\$2,278	\$0	*	*
Z	Y06005869	456	2/23/06					***	***	***	***	(\$2,278)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	007001	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY0610070015	456	3/15/06		4/6/06	8/3/06		LA	JONES, REG AVPD TAR ON A/C	JONES, REG	C	\$623	\$0	*	*

Policy Number	N00974274	Policy Term	1/1/2006 - 1/1/2007
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

B	JY06J0070015	456	3/15/06		4/6/06	4/27/06	LA	JONES;REG AVPD ON A/C	TAR	MUSSO;RICK	C	\$0	\$0	*	*
C	JY06J0070015	456	3/15/06		4/6/06	4/27/06	LA	JONES;REG AVPD ON A/C	TAR	MARSHALL;EDG ENS	C	\$0	\$0	*	*
Z	Y06007001	456	3/15/06				***	***		***	***	(\$623)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	013440	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0134409	456	3/9/06		6/20/06	11/28/06		LA	SINGLETON; LEONA ABIO FELL ON ESCALATOR	SINGLETON; LEO NA	C	\$0	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	014581	Supervisor	***												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0145816	456	6/23/06		7/8/06	7/25/06		LA	MILLER;SHAWN AVPD WHITE SUBSTANCE ON VEH	MILLER;SHAWN	C	\$833	\$0	*	*
Z	Y06014581	456	6/23/06					***	***	***	***	(\$833)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	015547	Supervisor	**												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0155474	456	7/10/06		7/21/06	8/1/06		LA	BERTRAND;VENA AVPD WHITE SUBSTANCE ON VEH	BERTRAND;VEN A	C	\$1,370	\$0	*	*
Z	Y06015547	456	7/10/06					***	***	***	***	(\$1,370)	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2006 - 1/1/2007
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y06	Adjuster	***												
Claim	017342	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0173426	456	7/26/06		8/11/06	1/8/07		LA	BUSCHELL;SHERRY AVPD WHITE SUBSTANCE ON VEH	BUSHNELL;SHE RRY	C	\$214	\$0	*	*
Z	Y06017342	456	7/26/06					***	***	***	***	(\$214)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	017494	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0174944	456	8/3/06		8/14/06	8/28/06		LA	RATCLIFF;BETTY AVPD VEH DMG FROM WEEDEATER	RATCLIFF;BETTY	C	\$337	\$0	*	*
Z	Y06017494	456	8/3/06					***	***	***	***	(\$337)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	017846	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	Y06J0178464	456	7/30/06		8/17/06	10/4/06		LA	NORDYKE;CHARLOTTE AVPD VEH DAMAGE	NORDYKE;CHAR LOTTE	C	\$1,611	\$0	*	*
Z	Y06017846	456	7/30/06					***	***	***	***	(\$1,611)	\$0	*	*

Policy Number	N00974274	Policy Term	1/1/2006 - 1/1/2007
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y06	Adjuster	***												
Claim	019886	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0198869	456	6/27/06		9/13/06	2/14/07		LA	LANDRY;ALICIA AVPD FENCE FELL ON VEH	LANDRY;ALICIA	C	\$1,771	\$519	*	*
Z	Y06019886	456	6/27/06					***	***	***	***	(\$1,771)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	024137	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0241373	456	7/16/06		7/21/06	7/3/07		LA	BOUSHERHRI;DAWOOD ABTO RUNNING & FELL	BOUSHERHRI;DA WOOD	C	\$12,000	\$0	*	*
Z	Y06024137	456	7/16/06					***	***	***	***	(\$10,000)	\$0	*	*

BCO	Y06	Adjuster	***												
Claim	026123	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY06J0261239	456	9/26/06		12/1/06	12/4/06		LA	BUZDUGAN;STEPHEN ABIO SLIP/FALL	BUZDUGAN;STEPHEN PHEN	C	\$5,000	\$0	*	*
Z	Y06026123	456	9/26/06					***	***	***	***	(\$5,000)	\$0	*	*

BCO	Y07	Adjuster	***												
Claim	000917	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY07J0009174	456	11/15/06		12/7/06	1/12/07		LA	CAPUTA;ELIZABETH AVPD SIGN FELL ON VEH	CAPUTA; ELIZABETH	C	\$439	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2006 - 1/1/2007
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

Z	Y07000917	456	11/15/06				***	***	***	***	(\$439)	\$0	*	*
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BCO	Y09	Adjuster	***
Claim	034080	Supervisor	***

		Plant / Div Location Cd	
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Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY09J0340802	456	1/1/06		8/24/09	3/30/10		LA	CLMT ALLEGES RACE DISCRIMINATION	COMENA; ROSE MARY	C	\$0	\$13,415	*	*

										Subtotal		\$2,000	\$13,934	*	*
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## Agent Loss Run Report

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Policy Number	N00974274	Policy Term	1/1/2007 - 1/1/2008
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y07	Adjuster	***												
Claim	014139	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY0730141394	456	4/12/07		6/12/07	10/14/11		LA	WHEELLOCK; BETTY ABID FELL ON ESCALATOR	WHEELLOCK; BETTY	C	\$17,500	\$10,563	*	*
Z	Y07014139	456	4/12/07					***	***	***	***	(\$10,000)	\$0	*	*

BCO	Y07	Adjuster	***												
Claim	026814	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY0730268147	456	9/22/07		10/8/07	8/15/08		LA	KNIGHT; BEVERLY-TRIP FALL/ESCALATOR-ABIO	KNIGHT; BEVERLY	C	\$0	\$0	*	*

BCO	Y07	Adjuster	***												
Claim	030822	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY07J0308220	456	3/5/07		11/15/07	3/18/08		LA	MEYER;JESSICA AVPD VEH WINDOW DAMAGED	MEYER;JESSICA	C	\$0	\$0	*	*

BCO	Y08	Adjuster	***												
Claim	000370	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY0830003707	456	11/3/07		1/2/08	3/31/08		LA	JAMES;STEPHEN ABIO FELL ON ESCALATOR	JAMES;STEPHEN	C	\$0	\$0	*	*

Policy Number	N00974274	Policy Term	1/1/2007 - 1/1/2008
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y08	Adjuster	***												
Claim	013091	Supervisor	***												
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc ATM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY08J0130911	456	9/27/07		4/23/08	12/8/08		LA	BROWN;JEAN ABIO SLIP/FALL	BROWN;JEAN	C	\$15,000	\$5,389	*	*
Z	Y08013091	456	9/27/07					***	***	***	***	(\$10,000)	\$0	*	*
Subtotal												\$12,500	\$15,952	*	*



## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2008 - 1/1/2009
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	500001 - INTER-DIVISIONAL ASSUMED	MCC	0040100 - Airports and Special Risk

BCO		Adjuster	***												
Claim		Supervisor	***												
		Plant / Div Location Cd	***												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
												\$0	\$0	*	*
Subtotal												\$0	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2009 - 1/1/2010
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y09	Adjuster	Dennis Krueger												
Claim	035739	Supervisor	Doug Cunzeman												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY0910357390	456	9/2/09		9/3/09	10/1/12		LA	CLMT FELL ON STAIRS	JACKSON;RHON DA	C	\$0	\$14,501	*	*

BCO	Y09	Adjuster	Sarah Kenney												
Claim	043008	Supervisor	Bryan Doyle												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY09J0430089	456	9/1/09		10/19/09	1/27/16		LA	MOWER THREW ROCK BROKE WINDOW	DIXON;JASON	C	\$599	\$0	*	*
Z	Y09043008	456	9/1/09					***	***	***	***	(\$599)	\$0	*	*

Subtotal													\$0	\$14,501	*	*
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## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2010 - 1/1/2011
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y10	Adjuster	Sarah Kenney												
Claim	005958	Supervisor	Dennis Krueger												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY10J0059587	456	1/29/10		2/9/10	1/27/16		LA	CLMT SLIPPED/FELL	CAMPBELL,APRI L	C	\$12,500	\$5,911	*	*
Z	Y10005958	456	1/29/10					***	***	***	***	(\$10,000)	\$0	*	*

BCO	Y10	Adjuster	John Nowicki												
Claim	013335	Supervisor	Sean Finnegan												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY10J0133353	456	3/23/10		3/24/10	5/15/12		LA	MOWER THREW ROCK BREAKING GLASS ON VEH	CREDIT; EDDIE	C	\$0	\$0	*	*

BCO	Y10	Adjuster	***												
Claim	017229	Supervisor	***												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY10J0172293	456	3/28/10		4/19/10	1/25/11		LA	CLMT FOOT CAUGHT ON WHEELCHAIR & FELL	ANTHONY,EVELYN	C	\$0	\$5,882	*	*

BCO	Y10	Adjuster	John Walsh												
Claim	037413	Supervisor	Dennis Krueger												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sits	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY10J0374132	456	5/23/10		8/5/10	12/19/11		LA	CLMT ALLEGES FALL	BATON ROUGE, CITY OF	C	\$0	\$17,622	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2010 - 1/1/2011
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace		
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	PAC	ARS - Airports
		MCC	0040100 - Airports and Special Risk

BCO	Y10	Adjuster	***												
Claim	040263	Supervisor	***												
				11014											
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY1010402633	456	8/6/10		8/18/10	9/22/10		LA	CLMT ALLEGES VEH DMG	SCHOENFELD; DONNA	C	\$250	\$0	*	*
Z	Y10040263	456	8/6/10					***	***	***	***	(\$250)	\$0	*	*

BCO	Y10	Adjuster	***												
Claim	062548	Supervisor	***												
				11014											
				Plant / Div Location Cd											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY1010625482	456	12/16/10		12/20/10	11/8/11		LA	ALLEGED PROPERTY DAMAGE	BERMAN, PERCY	C	\$5,000	\$50,356	*	*
Z	Y10062548	456	12/16/10					***	***	***	***	(\$5,000)	\$0	*	*

BCO	Y11	Adjuster	***												
Claim	023361	Supervisor	***												
				11014											
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY1110233618	456	10/20/10		5/16/11	10/28/11		LA	BTR/SLIP & FALL	TRAVIS; ROBERT A	C	\$0	\$0	*	*
Subtotal												\$2,500	\$79,772	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2011 - 1/1/2012
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y11	Adjuster	***												
Claim	032452	Supervisor	***												
				Plant / Div Location Cd											
				11014											
Sub Ltr	Occurrence ID	Proc AUM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J0324522	456	6/22/11		7/6/11	8/8/11		LA	BTR/INSD MOWER DAMAGED CLMT'S CAR	IGLEHARTE, GRE G	C	\$0	\$0	*	*

BCO	Y11	Adjuster	***												
Claim	032988	Supervisor	***												
				Plant / Div Location Cd											
				11014											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J032988X	456	6/22/11		7/6/11	7/18/11		LA	BTR/INSD MOWER DAMAGED CLMT'S CAR	IGLEHARTE, GRE G	C	\$438	\$0	*	*
Z	Y11032988	456	6/22/11					***	***	***	***	(\$438)	\$0	*	*

BCO	Y11	Adjuster	John Nowicki												
Claim	047887	Supervisor	Doug Cunzeman												
			Plant / Div Location Cd												
			11014												
Sub Ltr	Occurrence ID	Proc Atm	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY11J0478874	456	2/22/11		9/16/11	11/30/12		LA	BTR/BREACH OF CONTRACT	A AFFORDABLE BAIL BONDS	C	\$0	\$2,331	*	*

BCO	Y11	Adjuster	John Nowicki												
Claim	048866	Supervisor	Dennis Krueger												
		Plant / Div Location Cd													
		11014													
Sub Ltr	Occurrence ID	Proc AUM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	3Y11J0488664	456	8/19/11		9/22/11	3/9/12		LA	BTR/VEHICLE DAMAGED WHILE PARKED	FARM BUREAU ASO JEREMY MABILE	C	\$0	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2011 - 1/1/2012
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y12	Adjuster	John Walsh												
Claim	000725	Supervisor	Bryan Doyle												
		Plant / Div Location Cd		11014											
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sls	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY12J000725X	456	12/21/11		1/4/12	4/6/12		LA	GATE ARM STRUCK AUTO	PRIME,JUSTIN	C	\$2,843	\$284	*	*
Z	Y12000725	456	12/21/11					***	***	***	***	(\$2,843)	\$0	*	*

BCO	Y12	Adjuster	John Walsh												
Claim	065717	Supervisor	Dennis Krueger												
			11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sls	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY12J0657173	456	12/13/11		12/7/12	4/14/16		LA	TRIP AND FALL	SCUDIERO;ESTHER	C	\$90,000	\$64,159	*	*
Z	Y12065717	456	12/13/11					***	***	***	***	(\$10,000)	\$0	*	*
Subtotal												\$80,000	\$66,774	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2012 - 1/1/2013
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y12	Adjuster	Sarah Kenney									
Claim	035555	Supervisor	Sean Finnegan									
		Plant / Div Location Cd	11014									
Sub Ltr		Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc			
A	JY1210355553	456	7/12/12		7/23/12	3/28/13		LA	PD-VEHICLE			
									Claimant	Sts	Gross Paid Loss	Gross Paid Expense
									BRADLEY;NATHANIEL	C	\$0	\$0
											Gross Outstanding	Gross Incurred Loss
											*	*

BCO	Y12	Adjuster	John Walsh									
Claim	054624	Supervisor	Dennis Krueger									
		Plant / Div Location Cd	11014									
Sub Ltr		Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc			
A	JY1210546249	456	3/16/12		10/26/12	12/9/13		LA	TRIP AND FALL IN JETWAY			
									Claimant	Sts	Gross Paid Loss	Gross Paid Expense
									CALDER;CHRISTOPHER	C	\$0	\$0
											Gross Outstanding	Gross Incurred Loss
											*	*

BCO	Y12	Adjuster	Sarah Kenney									
Claim	055693	Supervisor	John Walsh									
		Plant / Div Location Cd	11014									
Sub Ltr		Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc			
A	JY1210556930	456	9/30/12		10/31/12	7/25/14		LA	SLIP AND FALL			
Z	Y12055693	456	9/30/12					***	***	***	(\$4,000)	
									Claimant	Sts	Gross Paid Loss	Gross Paid Expense
									CHANEY;ANGELA	C	\$4,000	\$6,502
											Gross Outstanding	Gross Incurred Loss
											*	*

BCO	Y12	Adjuster	Jessica Kernan									
Claim	061301	Supervisor	Doug Cunzeman									
		Plant / Div Location Cd	11014									
Sub Ltr		Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc			
A	JY1210613019	456	10/26/12		11/15/12	5/10/13		LA	VEHICLE STRUCK CURB			
									Claimant	Sts	Gross Paid Loss	Gross Paid Expense
									ZITO;DANIEL	C	\$0	\$0
											Gross Outstanding	Gross Incurred Loss
											*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2012 - 1/1/2013
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	ARS - Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y13	Adjuster	John Walsh												
Claim	002032	Supervisor	Dennis Krueger												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY13J0020328	456	12/28/12		1/14/13	3/3/15		LA	SLIP AND FALL	EDGE,JUDY	C	\$0	\$16	*	*
Subtotal												\$0	\$6,518	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2013 - 1/1/2014
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y13	Adjuster	John Walsh												
Claim	002106	Supervisor	Dennis Krueger												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY130021065	456	1/2/13		1/14/13	10/15/15		LA	SLIP AND FALL	MEUCCT; MICHA EL	C	\$130,000	\$16	*	*
Z	Y13002106	456	1/2/13					***	***	***	***	(\$10,000)	\$0	*	*

BCO	Y13	Adjuster	Sarah Kenney												
Claim	065532	Supervisor	Bryan Doyle												
			11014												
Plant / Div Location Cd															
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY1310655325	456	12/19/13		12/30/13	4/25/14		LA	AUTO DAMAGE	SAUNDERS, MAJ OR	C	\$0	\$0	*	*

BCO	Y14	Adjuster	Betty Remblake												
Claim	009704	Supervisor	Bryan Doyle												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY14J0097042	456	10/6/13		2/27/14	5/29/14		LA	AUTO DAMAGE	DIXIELAND TOURS & CRUISES	C	\$1,562	\$0	*	*
Z	Y14009704	456	10/6/13					***	***	***	***	(\$1,562)	\$0	*	*

Subtotal												\$120,000	\$16	*	*
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## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2014 - 1/1/2015
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y14	Adjuster	Betty Remblake												
Claim	044619	Supervisor	Bryan Doyle												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY14J0446193	456	7/29/14		8/21/14	9/2/14		LA	AUTO DAMAGE	THOMAS, JR.,FREDDIE	C	\$1,209	\$0	*	*
Z	Y14044619	456	7/29/14					***	***	***	***	(\$1,209)	\$0	*	*

BCO	Y14	Adjuster	John Nowicki												
Claim	054551	Supervisor	Dennis Krueger												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY14J0545512	456	10/8/14		10/10/14	11/10/14		LA	PROP DMG AT APRT	UNKNOWN AIRCRAFT OWNER	C	\$0	\$0	*	*

BCO	Y15	Adjuster	John Walsh												
Claim	018438	Supervisor	Seth Goldstein												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY15J0184382	456	7/9/14		4/13/15	5/10/21		LA	TRIP AND FALL	GRIFFOW;LOWR Y	C	\$150,000	\$39,159	*	*
Z	Y15018438	456	7/9/14					***	***	***	***	(\$10,000)	\$0	*	*

Subtotal												\$140,000	\$39,159	*	*
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## Agent Loss Run Report

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Policy Number	N00974274	Policy Term	1/1/2015 - 1/1/2016
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y15	Adjuster	John Nowicki												
Claim	058981	Supervisor	Sean Finnegan												
		Plant / Div Location Cd													
		11014													
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY15J058981X	456	7/13/15		10/28/15	2/29/16		LA	TRIP AND FALL	WEATHERFORD; KIMBERLY	C	\$0	\$0	*	*

BCO	Y15	Adjuster	Converted Record Only Claims												
Claim	068101	Supervisor	Mandy Crowdis												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY15J0681010	479	11/18/15		12/18/15	1/21/16		LA	NOTICE ONLY	HICKS;COURTNEY	C	\$0	\$0	*	*

BCO	Y15	Adjuster	Converted Record Only Claims												
Claim	068103	Supervisor	Mandy Crowdis												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY15J0681032	479	11/24/15		12/18/15	1/21/16		LA	NOTICE ONLY	OLIVER;DONALD	C	\$0	\$0	*	*

Subtotal												\$0	\$0	*	*
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## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2016 - 1/1/2017
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y16	Adjuster	Betty Remblake												
Claim	005033	Supervisor	Sean Finnegan												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY16J0050336	456	1/9/16		1/29/16	2/18/16		LA	NOTICE ONLY	GORDON, MARS HA	C	\$0	\$0	*	*

BCO	Y16	Adjuster	Sarah Kenney												
Claim	014926	Supervisor	Sean Finnegan												
		Plant / Div Location Cd													
		11014													
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY16J014926X	456	3/19/16		3/22/16	5/4/16		LA	SLIP AND FALL	BOUDREAUX;NA NCY	C	\$0	\$0	*	*

BCO	Y16	Adjuster	Sarah Kenney												
Claim	024263	Supervisor	Sean Finnegan												
		Plant / Div Location Cd													
		11014													
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY16J024263B	456	5/9/16		5/10/16	10/21/16		LA	TRIP AND FALL	GRAY, DOROTHY SIMMONS	C	\$0	\$0	*	*

BCO	Y16	Adjuster	Bryan Doyle												
Claim	066271	Supervisor	Seth Goldstein												
			Plant / Div Location Cd 11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	JY16J0662717	456	11/15/16		12/2/16	6/13/19		LA	TRIP AND FALL	BATON ROUGE, CITY OF	C	\$86,188	\$1,935	*	*

Subtotal										\$86,188	\$1,935	*	*
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## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2017 - 1/1/2019
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y17	Adjuster	Sara Kenney												
Claim	201840	Supervisor	Seth Goldstein												
			11014												
			Plant / Div Location Cd												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	KY17K2018401	456	1/22/17		1/27/17	6/21/17		LA	SLIP & FALL	BATON ROUGE, CITY OF	C	\$0	\$0	*	*

BCO	Y18	Adjuster	Bryan Doyle												
Claim	216285	Supervisor	Seth Goldstein												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	KY18K2162853	456	3/21/18		3/23/18	11/20/19		LA	MOWER HIT TAIL OF LA STATE POLICE HELICOPTER	LA STATE POLICE;	C	\$20,737	\$0	*	*
Subtotal												\$20,737	\$0	*	*



## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2019 - 1/1/2021
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y21	Adjuster	Alberta Williams												
Claim	265138	Supervisor	Lisa Simchick												
			Plant / Div Location Cd 11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	KY21K2651385	456	7/30/20		8/2/21	9/21/21		LA	DONALD ALLEGES THE INSURED AND THEIR EMPLOYEES DISREGARDED THE SAFETY AND HIS WELL BEING. PLAINTIFF	BROWN JR.;DONALD	C	\$0	\$0	*	*
Subtotal												\$0	\$3,867	*	*



## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2021 - 1/1/2023
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y23	Adjuster	Denise Harris												
Claim	206861	Supervisor	Christopher Salamone												
		Plant / Div Location Cd	11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	KY23K2068616	788	6/21/22		1/23/23	6/16/23		LA	PERSONAL INJURY DUE TO NEGLIGENCE.	LEDET; CHARLEN E	C	\$0	\$0	*	*
Subtotal												\$0	\$14,734	*	*

Policy Number	N00974274	Policy Term	1/1/2023 - 1/1/2025
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

BCO	Y24	Adjuster	Skyler Joyner													
Claim	210248	Supervisor	April Osmundson													
			11014													
Plant / Div Location Cd			Proc	Event	Made	Report	Close	Reopen	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
			Occurrence ID	Date	Date	Date	Date	Date								
			788	12/29/23		1/25/24	6/25/24		LA	CLAIMANT SUSTAINED INJURY DUE TO SLIP OR FALL	ROBINSON;RON NIE	C	\$0	\$0	*	*
			788	12/29/23		1/25/24	6/25/24		LA	CLAIMANT SUSTAINED INJURY DUE TO SLIP OR FALL	ROBINSON;RON NIE	C	\$0	\$0	*	*

BCO	Y24	Adjuster	***												
Claim	265573	Supervisor	***												
			11014												
Sub Ltr	Occurrence ID	Proc AIM	Event Date	Made Date	Report Date	Close Date	Reopen Date	State	Desc	Claimant	Sts	Gross Paid Loss	Gross Paid Expense	Gross Outstanding	Gross Incurred Loss
A	KY24K2655730	788	6/18/24		6/26/24			LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUIL	SANCHEZ;EDDIE	O	\$0	\$0	*	*
B	KY24K2655730	788	6/18/24		6/26/24			LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUIL	DARGIN;KIM	O	\$0	\$0	*	*
C	KY24K2655730	788	6/18/24		6/26/24			LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUIL	GUNTER;JASON	O	\$0	\$0	*	*
A	KY24K2655730	788	6/18/24		6/26/24			LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUIL	SANCHEZ;EDDIE	O	\$0	\$0	*	*

## Agent Loss Run Report

Policy Number	N00974274	Policy Term	1/1/2023 - 1/1/2025
Insured Name	BATON ROUGE, CITY OF		
Division	H - Aerospace	PAC	CMA - Commercial Airports
Master/Subsidiary Producer	272715 - MARSH & MCLENNAN AGENCY LLC	MCC	0040100 - Airports and Special Risk

B	KY24K2655730	788	6/18/24	6/26/24	LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUILD	DARGIN,KIM	O	\$0	\$0	*	*
C	KY24K2655730	788	6/18/24	6/26/24	LA	THREE VEHICLES WERE DAMAGED IN A PARKING GARAGE AS A LONG PIPE ABOVE THE VEHICLES FELL FROM THE BUILD	GUNTER,JASON	O	\$0	\$0	*	*
Subtotal									\$0	\$0	*	*
Grand Total									\$546,057	\$326,306	*	*

Loss Run Dated - 06/30/2024

City of Baton Rouge Parish of EBR Greater BR Airpo

Account No: 525241

Policy Term: 01/01/2018 -- 01/01/2019

Policy Numbers: 10T029659-09140-18-00 AMP7533913-00 AMR-61699 CPP1061253-00 HAN-19041-00 LEX-014711737-00 MSP-25529 ORAMPR003244-00 USI-22176-00

Broker Company: Amwins Insurance Brokerage, LLC

Date Of Loss	Status	Loss Paid	Expense Paid	Loss Reserve	Expense Reserve	Total Incurred
10/10/2020	closed	\$19,640.84				\$19,640.84

Claim Type: Equipment Breakdown

Loss Description: (MEA, Instrument Transformer) Line Disturbance of Supply-Not Lightning

Location: 9430 Jackie Cochran, Baton Rouge, LA, 70807

CLM-35395 684692

Policy Total: \$19,640.84 \$19,640.84

City of Baton Rouge Parish of EBR Greater BR Airpo

Account No: 609071

Policy Term: 01/01/2019 -- 01/01/2020

Policy Numbers: 10T029659-09140-19-01 AMP7533913-01 AMR-61699-01 CPP1061253-01 HAN-19041-01 LEX-014711737-01 MSP-25529-01 ORAMPR003244-01 SSI-14731-00 USI-22176-01

Broker Company: Amwins Insurance Brokerage, LLC

No Claims found for this policy

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

**Loss Run Dated - 06/30/2024****City of Baton Rouge Parish of East Baton Rouge Gre****Account No: 699844**

Policy Term: 01/01/2020 -- 01/01/2021

Policy Numbers: 10T029659-09140-20-02 AMP7533913-02 AMR-61699-02 CPP1061253-02 HAN-19041-02 LEX-014711737-02 MSP-25529-02 ORAMPR003244-02 SSI-14731-01 USI-22176-02

Broker Company: Amwins Insurance Brokerage, LLC

Date Of Loss	Status	Loss Paid	Expense Paid	Loss Reserve	Expense Reserve	Total Incurred
10/10/2020	CLOSED	\$67,259.57	\$11,435.02	\$0.00	\$0.00	\$78,694.59
Claim Type:		Property Claim				
Loss Type:		Wind; Named Storm				
Loss Description:		PROP-Fencing around the perimeter of the airport is damaged at several different points, either partially or totally blo				
Location:		9430 Jackie Cochran Dr				
CLM35395		4177827				
<b>Policy Total:</b>		<b>\$67,259.57</b>	<b>\$11,435.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$78,694.59</b>

**City of Baton Rouge Parish of East Baton Rouge Gre****Account No: 803883**

Policy Term: 01/01/2021 -- 01/01/2022

Policy Numbers: 10T029659-09140-21-03 AMP7533913-03 AMR-61699-03 CPP1061253-03 GVS-10080-00 HAN-19041-03 LEX-014711737-03 MSP-25529-03 ORAMPR003244-03 USI-22176-03

Broker Company: Amwins Insurance Brokerage, LLC

**No Claims found for this policy**

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

**Loss Run Dated - 06/30/2024****City of Baton Rouge Parish of East Baton Rouge Gre****Account No: 906537**

Policy Term: 01/01/2022 -- 01/01/2023

Policy Numbers: AMP7533913-04 AMR-61699-04 CPP1061253-04 GVS-10080-01 HAN-19041-04 LEX-014711737-04 MSP-25529-04 ORAMPR003244-04 TSAMPR0006416-00 USI-22176-04

Broker Company: Amwins Insurance Brokerage, LLC

<u>Date Of Loss</u>	<u>Status</u>	<u>Loss Paid</u>	<u>Expense Paid</u>	<u>Loss Reserve</u>	<u>Expense Reserve</u>	<u>Total Incurred</u>
3/30/2022	OPEN	\$252,026.60	\$11,699.19	\$474.44	\$8,272.05	\$272,472.28
Claim Type:	Property Claim					
Loss Type:	Wind; Windstorm					
Loss Description:	PROP/A portion of the airport terminal roof was damaged by the wind and rain storm					
Location:	9430 Jackie Cochran Dr, Baton Rouge, LA, 70807					
CLM40319	4194586					
<b>Policy Total:</b>		\$252,026.60	\$11,699.19	\$474.44	\$8,272.05	\$272,472.28

**City of Baton Rouge Parish of East Baton Rouge Gre****Account No: 1014889**

Policy Term: 01/01/2023 -- 01/01/2024

Policy Numbers: 72AMR304910-00 AMP7533913-05 AMR-61699-05 CPP1061253-05 GVS-10080-02 LEX-014711737-05 MSP-25529-05 ORAMPR003244-05 SPI-14134-00 TSAMPR0006416-01

Broker Company: Amwins Insurance Brokerage, LLC

<u>Date Of Loss</u>	<u>Status</u>	<u>Loss Paid</u>	<u>Expense Paid</u>	<u>Loss Reserve</u>	<u>Expense Reserve</u>	<u>Total Incurred</u>
2/8/2023	CLOSED	\$0.00	\$5,533.30	\$0.00	\$0.00	\$5,533.30
Claim Type:	Property Claim					
Loss Type:	Wind; Named Storm					
Loss Description:	PROP/WIND/damage to roof 9191 Plank Road Baton Rouge Louisiana					
Location:	9191 Plank Rd, Baton Rouge, LA, 70811					
CLM43923	4203968					
<b>Policy Total:</b>		\$0.00	\$5,533.30	\$0.00	\$0.00	\$5,533.30

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

**City of Baton Rouge Parish of East Baton Rouge Gre**

**Account No: 1109096**

Policy Term: 01/01/2024 -- 01/01/2025

Policy Numbers: 72AMR304910-01 AMR-61699-06 GVS-10080-03 ORAMPR003244-06 SPI-14134-01  
TSAMPR0006416-02

Broker Company: Amwins Insurance Brokerage, LLC

No Claims found for this policy

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	Loss Paid	Expense Paid	Loss Reserve	Expense Reserve	Total Incurred
Total All Years:	\$338,927.01	\$28,667.51	\$474.44	\$8,272.05	\$376,341.01

This is not to be construed as an absolute statement of claims, but as a history located for this insured with the listed policy numbers. The Amrisc, LLC loss runs do not necessarily reflect all new claims, transactions or changes applicable within the last 30 days.

**Wright, Charlsie (MMA)**

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**From:** Carrero, Ann <Ann.Carrero@Chubb.com>  
**Sent:** Friday, August 9, 2024 9:21 AM  
**To:** Zhang, Alyssa (MMA)  
**Subject:** RE: Urgent Loss Run Request for CityofBaton Rouge Parish EBR, Greater BR - 2nd request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Hi Alyssa,

Please note that the policies that you have requested loss runs for are London Excess policies. We do not have loss runs for these policies. However, we can confirm that there have been no reported claims reported under these policies.

Thanks,  
Ann

**CHUBB**

**Ann M. Carrero**  
Assistant Vice President  
Aviation - Commercial Insurance

1100 Poydras St., Suite 2150, New Orleans, LA 70163, USA  
O 504-310-3609 F 504-310-3610  
E [Ann.Carrero@Chubb.com](mailto:Ann.Carrero@Chubb.com)

**Chubb. Insured.™**

**From:** Zhang, Alyssa (MMA) <Alyssa.Zhang@MarshMMA.com>  
**Sent:** Friday, August 9, 2024 2:52 AM  
**To:** Carrero, Ann <Ann.Carrero@Chubb.com>  
**Subject:** [EXTERNAL] Urgent Loss Run Request for CityofBaton Rouge Parish EBR, Greater BR - 2nd request  
**Importance:** High

Hi,

Could you please help send over a detailed **Excel Format** Loss Runs for the captioned insured and policy numbers/terms listed below at your earliest convenience? Moving forward, please note that we prefer the loss run report in the **Excel format**. However, if the carrier website does not offer Excel format loss runs, the PDF version would be acceptable.

Policy #	Policy Period	Coverage code
N9907015	1/1/23-25	XLS
N9905857	1/1/21-23	XLS
N9905774	1/1/19-21	XLS

Feel free to let me know if any questions.

Thanks,  
Alyssa

### Alyssa Zhang

BI Client Services, Southwest Region

8144 Walnut Hill Lane | 16<sup>th</sup> Floor | Dallas, TX | 75231

[Alyssa.Zhang@MarshMMA.com](mailto:Alyssa.Zhang@MarshMMA.com) | [MarshMMA.com](http://MarshMMA.com)



**Marsh McLennan  
Agency**

A business of Marsh McLennan

Marsh & McLennan Agency LLC

*We are providing this information to you in our capacity as consultants with knowledge and experience in the insurance industry and not as legal or tax advice. The issues addressed may have legal or tax implications to you, and we recommend you speak with your legal counsel and/or tax advisor before choosing a course of action based on any of the information contained herein. Changes to factual circumstances or to any rules or other guidance relied upon may affect the accuracy of the information provided.*

**From:** Zhang, Alyssa (MMA)

**Sent:** Tuesday, August 6, 2024 1:36 PM

**To:** [Ann.Carrero@Chubb.com](mailto:Ann.Carrero@Chubb.com)

**Subject:** Loss Run Request for CityofBaton Rouge Parish EBR, Greater BR

Hi,

Could you please help send over a detailed **Excel Format** Loss Runs for the captioned insured and policy numbers/terms listed below at your earliest convenience? Moving forward, please note that we prefer the loss run report in the **Excel format**. However, if the carrier website does not offer Excel format loss runs, the PDF version would be acceptable.

Policy #	Policy Period	Coverage code
N9907015	1/1/23-25	XLS
N9905857	1/1/21-23	XLS
N9905774	1/1/19-21	XLS

Feel free to let me know if any questions.

Thanks,  
Alyssa

### Alyssa Zhang

BI Client Services, Southwest Region

8144 Walnut Hill Lane | 16<sup>th</sup> Floor | Dallas, TX | 75231

EXHIBIT B

COPIES OF

ALL

CURRENT

POLICIES



**XL Insurance**

## **Boiler Machinery**



**XL Insurance**

# Equipment Breakdown Up + Running Policy

Attaching to and forming part of Policy Number: US00125310PR25A

Insured: City of Baton Rouge, Parish of EBR, Greater BR Airport  
District dba The Baton Rouge Metropolitan Airport

**Underwriting Office:**

AXA XL  
111 S. Wacker Drive, Suite 4000  
Chicago, IL 60606

**To Report a Claim:**

Contact your Insurance Broker, or the  
Company at 800.688.1840 / email:  
[naprocasclaimnewnotices@axaxl.com](mailto:naprocasclaimnewnotices@axaxl.com)

**To Request a Jurisdictional Inspection:**

Contact your Insurance Broker, your  
Underwriter or our Equipment Breakdown  
Service Center at: 844.952.4677  
email: [ebservicecenter@axaxl.com](mailto:ebservicecenter@axaxl.com)

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>California</b>	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>

## NOTICE TO POLICYHOLDERS

<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<b>Puerto Rico</b>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>
<b>Rhode Island</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>Tennessee</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<p><b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
<b>Virginia</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Washington</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>West Virginia</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>All Other States</b>	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>

## PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

## NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

### Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

### Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

### Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

### Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## NOTICE TO POLICYHOLDERS

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### Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

**NOTICE TO POLICYHOLDERS**  
**UP + RUNNING EQUIPMENT BREAKDOWN INSURANCE**  
**POLICY**  
**CYBER INCIDENT EXCLUSION ENDORSEMENT**  
**ADVISORY**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement which applies to your renewal policy being issued by us:

**PEB 602 Cyber Incident Exclusion**

When this endorsement is attached to your policy, it generally excludes direct physical loss of or damage to Covered Equipment resulting from a cyber incident.

## PROPERTY CLAIMS LOSS NOTIFICATION

AXA XL has built a reputation for resolving property claims efficiently and fairly. To deliver our world-class service and respond to our clients business needs in a timely manner, please contact our property claims specialists.

**For immediate service in the event of a loss:**

Loss notification can be made as follows:

Email [naprocasclaimnewnotices@axaxl.com](mailto:naprocasclaimnewnotices@axaxl.com)

Fax (866) 740-6067

Phone (800) 688-1840 (during and after business hours)

We hope you never have to use this information. In the event you do, however, you can expect AXA XL exceptional claims specialists to be ready to respond.

**COMMON POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE	REGULATORY OFFICE	UNDERWRITING OFFICE
XL INSURANCE AMERICA, INC. (hereinafter referred to as the <b>Company</b> )	505 Eagleview Blvd., Ste. 100 Dept: Regulatory Exton, PA 19341-1120 (800) 688-1840	111 S. Wacker Drive, Suite 4000 Chicago, IL 60606 Brian Strain (312) 444-6599

**Policy No:** US00125310PR25A  
**Renewal of:** US00125310PR24A

**Date of Issue:** January 6, 2025

**Policy Term:**

**From:** January 1, 2025 **To:** January 1, 2026

(12:01 AM standard time at your mailing address shown below)

In return for the payment of this premium, and subject to all terms of this Policy, the Company agrees to provide the insurance as stated in this Policy to:

<b>Named Insured:</b> City of Baton Rouge, Parish of EBR, Greater BR Airport District dba The Baton Rouge Metropolitan Airport	<b>Producer Name:</b> Amwins Insurance Brokerage, LLC
<b>Mailing Address:</b> 9430 Jackie Cochran Drive Baton Rouge, LA 70807	<b>Mailing Address:</b> 88 Pine Street, 6th Floor New York, NY 10005

This Policy is issued in consideration of the following initial premium, inclusive of any premium shown on endorsements which are a part of this Policy at the time of issue.

**Equipment Breakdown Coverage**

Premium Total: \$11,721

Form(s) and Endorsement(s) made a part of this Policy at time of issuance:

<b>Form, Endorsement, Schedule Number:</b>	<b>Form, Endorsement, Schedule Description:</b>
PN CW 01 0123	AXA XL Policy Cover
PN CW 02 1015	Up + Running Policy Jacket
PN CW 05 0519	Fraud Notice
PEB 602-PN 1222	Privacy Policy
	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
	Cyber Incident Exclusion Endorsement Advisory
	Property Claims Loss Notification
PEB 000 1019	Common Policy Declarations
PEB 001 1019	Up + Running Equipment Breakdown Insurance Declarations
PEB 050 0612	Up + Running Equipment Breakdown Insurance Policy
IL MP 9104 0124 XLIA	In Witness – XL Insurance America, Inc.
IL 00 17 11 98	Common Policy Conditions
IL 09 52 01 15	Cap on Losses from Certified Acts of Terrorism
IL 09 85 12 20	Disclosure Pursuant to Terrorism Insurance Act
PEB 602 1222	Cyber Incident Exclusion
EB 01 44 09 07	Louisiana Changes
IL 02 77 01 18	Louisiana Changes - Cancellation and Nonrenewal



## **UP + RUNNING EQUIPMENT BREAKDOWN INSURANCE DECLARATIONS**

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### **Insured**

City of Baton Rouge, Parish of EBR, Greater BR Airport District dba The Baton Rouge Metropolitan Airport

and any subsidiary, associated or affiliated companies, corporations, firms or organizations in which the Insured has management control or ownership and is responsible to insure, as now or may hereafter be constituted during the "Policy Term", and any interest in a partnership or joint venture in which the aforementioned entities have more than fifty percent (50%) ownership interest or management control and for which there is a responsibility to insure.

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### **Insuring Agreement**

This Policy covers direct damage to "Covered Property" resulting from a "Breakdown" to "Covered Equipment". Without "Breakdown", there is no Equipment Breakdown Coverage.

This Policy consists of the sections and endorsements shown in the Common Declarations and in the Table of Contents and any endorsements otherwise agreed to by the Company and attached to this Policy.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words, "we", "us" and "our" refer to the Company providing this Insurance.

Other words or phrases in quotation marks have special meaning in this Policy. Their meaning is defined in Section F. Definitions of this Policy. These definitions apply to this entire Policy, and to any endorsements attached to it, unless otherwise specifically noted in the endorsement(s).

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### **Covered Premises**

#### **Schedule/Description of Covered Premises:**

All premises that are owned by you or are operated by you, or that are under your care, custody or control and that are:

- a) Located in the United States of America (including its territories and possessions), Puerto Rico or Canada;
- b) Are on file with us; and
- c) For which values have been reported;

Are considered as individually included within the definition of "Covered Premises".

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### **Unnamed Location Description**

does not apply.

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### **Contingent Business Income Supplier or Receiver Location(s)**

does not apply.

## Policy Limit

The maximum amount we shall pay under this Policy is limited to \$100,000,000 from any "One Breakdown" excess of deductible. This amount is further limited by any applicable sublimit(s) stated in the Coverage Extension Section below, or in any applicable endorsement made part of this contract.

Our payment for "One Breakdown" shall not reduce the applicable limit or sublimit available for another separate "Breakdown".

## Coverages Provided and Coverage Extensions

In the event of a "Breakdown" insured under this Policy, the following sublimits apply if either a limit, the word INCLUDED or a number of days is shown below.

All sublimits are a part of and not in addition to the Policy Limit stated in the above paragraph.

If more than one sublimit applies to a "Breakdown", those sublimits are payable cumulatively up to the applicable "Breakdown" limit.

Coverage Description	Coverage Amount
Property Damage	included
Business Income and Extra Expense	\$5,000,000
Extended Period of Restoration	5 days
Contingent Business Income and Extra Expense	no coverage provided
Utility Interruption	\$1,000,000
Accounts Receivable	\$250,000
Brands and Labels	\$250,000
Civil Authority	5 days
Claims Preparation Costs	\$5,000
Data Restoration	\$250,000
Deductible Waiver	applicable
Errors and Omissions	\$250,000
Expediting Expenses	\$250,000
Fungus and Related Perils - Property Damage	\$15,000
Fungus and Related Perils - Loss of Earnings	30 days
Green Environmental and Efficiency Improvements	\$100,000
Ingress/Egress	\$25,000
Newly Acquired Premises	90 days, limited to \$1,000,000
Off Premises Property Damage	\$100,000
Ordinance or Law	\$500,000
Perishable Goods	\$100,000
Pollutants and/or Hazardous Materials	\$250,000
Reduction in Value	\$250,000
Solidification	no coverage provided
System Installation and Soft Costs	\$250,000
Unnamed Locations	no coverage provided
Water Damage	\$250,000

## Deductibles, Application and Determination

**Application of Deductible:** 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 Policy Limit. Deductibles apply separately for each applicable coverage unless otherwise specified. If more than one piece of "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply for each of the applicable coverages.

Property Damage:	\$25,000
Business Income and Extra Expense:	24 hours
Perishable Goods:	included within property damage deductible
Contingent Business Income and Extra Expense:	no coverage provided

### *[Determination of Deductibles:]*

*[Combined Deductible: If a deductible is shown as combined in the Declarations, we will first subtract the specified dollar amount from the aggregate amount of any loss to which the combined deductible applies.*

*Dollar Deductible: If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss that would otherwise be paid.*

*Multiple per Unit Deductible: If a multiple of units is shown in the Declarations, the deductible will be calculated as the product of the multiplier times the number of units specified (for example, if the deductible is specified as \$25/hp for an internal combustion engine, and a covered 500 hp internal combustion engine suffered a covered "Breakdown", the deductible would be \$25 times 500 hp which equals \$12,500).*

*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 24 consecutive hours.*

*Multiple of Daily Value Deductible: If a multiple of daily value is shown in the Declarations, this deductible will be calculated as follows:*

- a) 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.*
- b) Divide the result in Paragraph (a) by the number of days the business would have been open during the "Period of Restoration". The result is the daily value.*
- c) Multiply the daily value in Paragraph (b) by the number of days shown in the Declarations. We will first subtract this deductible amount from any loss that would otherwise be paid. The amount of loss or damage in excess of the deductible, up to the applicable Policy Limit will then be paid.*

*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.*

### *Minimum or Maximum Deductibles:*

- a) If a minimum dollar amount is shown in the Declarations and the dollar amount of the Multiple of Daily Value or the Percentage of Loss deductible is less than that amount, then the minimum deductible amount shown in the Declarations will be the applicable deductible.*
- b) If a maximum dollar amount is shown in the Declarations and the dollar amount of the Multiple of Daily Value or the Percentage of Loss deductible is greater than that amount, then the maximum deductible amount shown in the Declarations will be the applicable deductible.]*

### **Utility Interruption Waiting Period**

We are not liable for any loss or damage resulting from the interruption of utility service to a "Covered Premises" unless the period of interruption exceeds the specified waiting period of 24 hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles with the exception of *perishable goods* coverage.

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### **Territory**

The coverage territory includes the United States of America (including its territories and possessions), Puerto Rico and Canada.

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### **Currency**

Unless otherwise stated, the currency of any amount described anywhere in this contract is in United States Dollars.

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### **Additional Insureds, Loss Payees and Mortgagees**

On file with the Company.

# UP + RUNNING EQUIPMENT BREAKDOWN INSURANCE POLICY

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## Section A. Property Damage Coverages Provided

### Property Damage:

This Policy covers direct damage to "Covered Property" resulting from a "Breakdown" to "Covered Equipment". Without "Breakdown", there is no equipment breakdown coverage.

---

#### Covered Property

Means property that you own or that is in your care, custody or control and for which you are legally liable. Such property must be at a "Covered Premises" described in the Declarations except as provided within **off premises property damage** coverage.

"Covered Property" does not include any property listed in Section F. Definitions, Covered Property, Paragraphs a. and b.

---

#### Covered Cause of Loss – Breakdown

The Covered Cause of Loss for this Equipment Breakdown Coverage is "Breakdown".

"Breakdown" 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.

"Breakdown" does not include any condition or event listed in Section F. Definitions, Breakdown, Paragraphs a. through e.

---

#### Covered Equipment

Means the following:

1. Unless specified otherwise in the Declarations:
  - a. Equipment that generates, transmits, controls or utilizes energy, including electronic communications and data processing equipment; and
  - b. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
2. Except as specifically provided for under **off premises property damage** coverage, **utility interruption** coverage, **contingent business income and extra expense** coverage and Paragraph 3. of **perishable goods** coverage, such equipment must be at a "Covered Premises" described in the Declarations and must be owned or leased by you or operated under your control.

"Covered Equipment" does not include any property listed in Section F. Definitions, Covered Equipment, Paragraphs a. through k.

## Section B. Time Element Coverages Provided

Means the following and applies, unless otherwise specified in the Declarations.

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### Business Income and Extra Expense or Extra Expense Only

Coverage includes your actual loss sustained of "Business Income" and "Extra Expense" incurred to operate your business during the "Period of Restoration". However, if coverage for **extra expense only** is indicated in the Declarations, then coverage for **business income** is not provided.

1. We will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in determining the amount of payment.
2. If a number of days is shown in the Declarations for **extended period of restoration** coverage, it will be in addition to the definition of "Period of Restoration".

---

### Contingent Business Income and Extra Expense or Contingent Extra Expense Only

Coverage includes loss and expense as defined under "Time Element Coverages" that directly results from a "Breakdown" to "Covered Equipment" owned by a third party that prevents:

1. A direct supplier from delivering goods or materials to a "Covered Premises";
2. A direct customer from buying goods, materials or services from a "Covered Premises"; or
3. A property located within one (1) mile of a "Covered Premises", from attracting customers to your own business at a "Covered Premises".

It is a condition of this coverage that "Covered Equipment" be located at a contingent business income supplier location, customer location or "Attraction Property" indicated in the Declarations.

---

### Utility Interruption

If "Time Element Coverages" are provided, that coverage is extended to include loss directly 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 a private or public utility or distributor that generates, transmits, distributes or provides "Utility Services" received by you;
  2. The "Covered Equipment" is used to supply "Utility Services" to a "Covered Premises";
  3. The interruption of "Utility Services" to a "Covered Premises" extends beyond the consecutive period of time shown as the waiting period in the Declarations. Once this waiting period is exceeded, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles;
  4. The "Covered Equipment" must either be owned by a company with whom you have a contract to supply you with one of the covered services listed in Paragraph 2. above, or used to supply the covered services listed in Paragraph 2. above, and must be located within five (5) miles of a "Covered Premises".
-

## Section C. Coverage Extensions

The following Coverage Extensions apply, subject to terms, conditions, and the Policy Limit. Coverage for each extension only applies to the extent of the applicable sublimit shown in the Coverage Extension section of the Declarations. If an item in the Coverage Extension section has *no coverage* or *not applicable* shown, then there will be no coverage provided for such item under this Policy.

---

### Accounts Receivable

This Policy is extended to cover direct physical loss to accounts receivable records resulting from a "Breakdown" to "Covered Equipment". We will also pay all amounts due from your customers that you are unable to collect, interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts, collection expenses in excess of your normal collection expenses that are made necessary as a result of the "Breakdown" and other reasonable expenses that you incur to reestablish your records of accounts receivable. It is a condition of this coverage that credit card company charge records will be considered accounts receivable records until delivered to the credit card company. It is also a condition of this coverage that we will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

Coverage does not include loss or damage caused directly or indirectly by any the following regardless of whether any other cause or event contributes concurrently or in any sequence leading up to the loss:

1. Bookkeeping, accounting or billing errors or omissions;
  2. Alteration, falsification, concealment, destruction or disposal of records of accounts receivable records due to conceal the wrongful giving, taking or withholding of money, securities or other property but only to the extent of the wrongful giving, taking or withholding.
- 

### Brands and Labels

This Policy is extended to cover costs when branded or labeled covered property is damaged by a "Breakdown" to "Covered Equipment". At our expense, you may stamp *salvage* on the goods or products, you may remove or obliterate the labels or permanent markings or you may re-label the goods or products.

Conditions of this coverage require the stamp, removal or obliteration will not physically damage or otherwise reduce the value of the goods or products and that the goods or products must be re-labeled in compliance with the requirements of the law.

If "Time Element Coverages" apply, the "Period of Restoration" is extended to include the additional period of time required for stamping, removal, obliteration and/or re-labeling the goods or products. The extended maximum "Period of Restoration" is shown in the Declarations.

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### Civil Authority

This Policy is extended to cover "Business Income" and "Extra Expense" caused by the necessary interruption in business if an order of civil authority prohibits access to the "Covered Premises". It is a provision of this coverage that such order is the direct result of a "Breakdown" to "Covered Equipment" of the type insured under this Policy to Equipment of the type insured at or within the vicinity of the "Covered Premises". Insurance provided hereunder starts at the time of such "Breakdown" and ceases when access to the "Covered Premises" is restored, but in no event for longer than the number of consecutive days specified in the Declarations.

---

### Claims Preparation Costs

This Policy is extended to include the necessary and reasonable expenses actually incurred by you associated with fees payable to your accountants, architects, auditors, engineers, or other professionals and the cost of using your employees for the sole purpose of producing and certifying any particulars or details contained in your books or documents, or such other proofs, information or evidence required by the Company in the presentation of your claim.

Coverage does not include fees or cost of:

1. Attorneys, public adjusters and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them; and
2. Loss consultants who advocate for you on coverage or negotiate claims on your behalf without our prior written consent.

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#### **Data Restoration**

This Policy is extended to cover your reasonable and necessary costs to research, replace or restore lost "Data", and reprogram instructions used with any "Covered Equipment" damaged by a "Breakdown".

We will also pay for your "Time Element" loss, if such coverage is otherwise applicable under this Policy. This coverage is included within the **data restoration** coverage limit of insurance shown in the Declarations.

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#### **Deductible Waiver**

This Policy is extended as respects a subsequent "Breakdown" to "Covered Equipment" that was repaired or replaced while covered by this Policy. We will waive the property damage deductible, for a period of two (2) years from the date of the original "Breakdown" during the period of continuous coverage within this Policy's "Policy Term" should the repaired part(s), replacement part(s) or equipment sustain a subsequent "Breakdown" from a similar cause.

The deductible waiver shall apply as follows:

1. Solely for the expense to repair or replace the same or replacement "Covered Equipment" that was previously damaged and shall not apply to any resultant damage to any "Covered Property" or "Time Element Coverage";
2. The amount of the deductible waived will be limited to \$100,000 or the deductible amount applied to the initial loss to repair or replace the damaged "Covered Equipment", whichever is less. Any deductible amount remaining will be applied to any resulting loss that may have been incurred; and
3. Only during the time of continuous coverage while insured by the Up + Running Coverage Form.

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#### **Errors and Omissions**

This Policy is extended to cover your actual loss including costs or expenses for any loss or damage which is not otherwise payable under this Policy, solely because of the items listed below:

1. Any error or unintentional omission in the description or location of property as insured under this Policy 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 Policy; or
3. Any error or unintentional omission by you that results in cancellation of any "Covered Premises" insured under this Policy.

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

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

If the coverage and deductibles vary for "Covered Premises", then the coverage applicable for the errors and omissions will be the broadest coverage and the highest limits and the largest deductible applicable to the "Covered Premises", unless otherwise specified in the Declarations.

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#### **Expediting Expenses**

This Policy is extended to cover the reasonable and necessary extra cost to make temporary repairs and expedite permanent repairs or permanent replacement of "Covered Property" damaged by a "Breakdown" to "Covered Equipment".

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#### **Fungus and Related Perils**

This Policy is extended to include direct physical loss to "Covered Property" caused by or relating to the existence of or any activity of "Fungus and Related Perils". We only cover loss caused by "Fungus and Related Perils" under the following conditions:

1. when the "Fungus and Related Perils" is the result of a "Breakdown" to "Covered Equipment" that occurs during the "Policy Term"; and
2. if all reasonable steps were taken to protect the property from additional damage at and after the time of the "Breakdown".

The most we will pay for all losses at each location described as a "Covered Premises" is shown in the Declarations and is further limited by the following:

- a. The ***fungus and related perils*** coverage limit is the maximum amount we will pay at each "Covered Premises" for the total of all loss or damage arising out of all occurrences of "Fungus and Related Perils" resulting from a "Breakdown" to "Covered Equipment" for each separate twelve (12) month period beginning with the inception date of this Policy.
- b. If the "Policy Term" is extended for an additional period of less than twelve (12) months, this additional period will be considered part of the preceding period for the purpose of determining the ***fungus and related perils*** coverage limit.
- c. The ***fungus and related perils*** coverage limit applies regardless of the number of claims made at a described "Covered Premises".
- d. The ***fungus and related perils*** coverage limit is the most that we will pay with respect to a specific occurrence of a loss which results in "Fungus and Related Perils" even if such "Fungus and Related Perils" recur or continue to exist during this or any future "Policy Term".

The ***fungus and related perils coverage*** limit also applies to any cost or expense to:

- (1) clean up, contain, treat, detoxify, or neutralize "Fungus and Related Perils" on "Covered Property" or remove "Fungus and Related Perils" from "Covered Property";
- (2) remove and replace those parts of "Covered Property" necessary to gain access to "Fungus and Related Perils"; and
- (3) test for the existence or level of "Fungus and Related Perils" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "Fungus and Related Perils" are present.

The terms of this coverage extension do not apply to covered loss or damage to "Covered Property" that is not caused, in total or in part, by "Fungus and Related Perils", except to the extent that "Fungus and Related Perils" caused an increase in the loss. When "Fungus and Related Perils" caused an increase in such a loss, that increase is subject to the terms of this coverage.

We will also pay for your loss and expense as defined under "Time Element Coverage" provisions caused by or relating to the existence of or any activity of "Fungus and Related Perils". The following conditions apply:

3. We will only cover loss of earnings and/or extra expense caused by "Fungus and Related Perils":
  - a. when the "Fungus and Related Peril" is the result of a "Breakdown" to "Covered Equipment" that occurs during the "Policy Term"; and
  - b. if all reasonable steps were taken to protect the property from additional damage at and after the time of the "Breakdown".
4. We will pay up to the number of days indicated in the Declarations if your actual loss sustained for **business income and extra expense** which resulted in "Fungus and Related Perils" does not in itself interrupt your business but such interruption is necessary due to the loss or damage to property caused by "Fungus and Related Perils". The days need not be successive.
5. If a covered business interruption was caused by loss or damage other than "Fungus and Related Perils", but remediation of "Fungus and Related Perils" lengthens the "Period of Restoration", we will pay up to the number of days indicated in the Declarations for loss of earnings and/or expense sustained during the delay (regardless of when such delay for remediation occurs during the period of restoration). The days need not be successive.

---

#### **Green Environmental and Efficiency Improvements**

This Policy is extended to cover the following:

1. The reasonable additional costs you incur to repair or replace the damaged "Covered Property" with material of like kind and quality which qualifies as "Green";
2. The reasonable additional costs you incur to employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the damaged "Covered Property";
3. The reasonable additional costs you incur for the process of certification or recertification of the repaired or replaced damaged "Covered Property" as "Green";
4. The reasonable additional costs you incur as part of a "Green" reconstruction, to flush out the air in the area of the physically damaged "Covered Property" with one hundred percent (100%) outside air and to provide replacement filtration media for the building's ventilation system that controls the damaged area;
5. The reasonable additional costs you incur to hire a qualified engineer or other professional required by a "Green Authority" to be involved in the design and construction for repairing or rebuilding the damaged "Covered Property" as "Green";
6. The reasonable additional costs you incur for "Green" removal, disposal or recycling of damaged "Covered Property"; and
7. If "Time Element Coverages" apply, the "Period of Restoration" is extended to include the additional period of time required for making the changes to "Covered Property" in accordance with the coverages in Paragraphs 1. through 6. above.

Conditions of this coverage are:

- a. This coverage extension does not apply to "Raw Materials", "Finished Stock" or "Merchandise".

- b. Coverage provided in Paragraphs 1. through 7. above apply only if replacement cost valuation applies to the damaged "Covered Property" and then only if the "Covered Property" is actually repaired or replaced as soon as reasonably possible after the "Covered Breakdown".
- c. Coverage does not apply to any cost incurred due to any ordinance or law with which you were legally obligated to comply with prior to the time the "Breakdown" occurred.
- d. Coverage provided in Paragraphs 1. through 7. above are included within the **green environmental and efficiency improvements** coverage limit of insurance shown in the Declarations.

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#### **Ingress/Egress**

This Policy is extended to cover your actual loss sustained by the necessary interruption in business if ingress or egress by you or your suppliers, customers or employees is prohibited due to the physical obstruction to a "Covered Premises" due to a direct physical loss or damage caused by a "Breakdown" to "Covered Equipment".

We will also pay for your resultant loss and expense as defined under "Time Element Coverage" provisions if such coverage is otherwise applicable under this Policy. This coverage is included within the **ingress/egress** coverage limit of insurance shown in the Declarations.

---

#### **Newly Acquired Premises**

This Policy is extended to automatically provide coverage at a newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and is subject to the following conditions:

- 1. You must inform us, in writing, of the newly acquired premises as soon as practicable, and within the number of days stated in the Declarations;
- 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 coverage and deductibles vary for existing "Covered Premises", the coverage for the newly acquired premises will be the broadest coverage, the highest limits and the largest deductible applicable to the existing "Covered Premises". However, the most we will pay is the **newly acquired premises** coverage limit of insurance shown in the Declarations.
- 5. The coverage under this Coverage Extension will end when any of the following first occurs:
  - a. This Policy expires;
  - b. The number of days shown in the Declarations has been exceeded; or
  - c. The location is reported to us and we have communicated to you, in writing, an intent to continue providing coverage (including coverage with different limits, deductibles, terms or conditions) or decline further coverage for such reported location.

---

#### **Off Premises Property Damage**

"Covered Property" includes transportable "Covered Equipment" which at the time of the "Breakdown" is not at a "Covered Premises" indicated in the Declarations or at any other location owned or leased by you. Coverage applies worldwide except in countries where the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

## **Ordinance or Law**

1. This Policy is extended to cover the reasonable and necessary expenses incurred by you that are directly resulting from the enforcement of a law or ordinance as a direct result of damage to "Covered Property" resulting from a "Breakdown" to "Covered Equipment" which:
  - a. Regulates the demolition, construction, repair, or replacement or use of buildings or structures; and
  - b. Is in force at the time of a "Breakdown".
2. Coverage under this Coverage Extension is provided for:
  - a. Undamaged Portions – The value of the undamaged portions of the insured buildings or structures when those portions are demolished;
  - b. Demolition – The reasonable and necessary expense to demolish and remove any physically undamaged portions of the insured buildings or structures; and
  - c. Compliance with the Law – The reasonable and necessary expense incurred to rebuild such insured buildings or structures in order to comply with the minimum requirement of the law, regulation or ordinance being enforced.
3. We will also pay for your loss and expense as defined under "Time Element Coverages" provision that are the result of Paragraphs 1. or 2. above, if such coverage is otherwise applicable under this Policy. This coverage is included within the **ordinance or law** coverage limit of insurance shown in the Declarations.
4. This Coverage Extension does not cover:
  - a. Any cost or expense required by the enforcement of any law, regulation or ordinance regulating any form of "Pollutants and/or Hazardous Materials" or "Fungus and Related Perils"; or
  - b. Any cost or expense to comply with any law, regulation or ordinance with which you would have been required to comply had the damage not occurred.

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## **Perishable Goods**

This Policy is extended to cover the following:

1. Loss of "Perishable Goods" due to "Spoilage" resulting from a "Breakdown" to "Covered Equipment". Coverage is extended to include "Perishable Goods" stored in refrigerated trucks or trailers while at a "Covered Premises" and not in transit;
2. Loss of "Perishable Goods" due to contamination from the release of a refrigerant, resulting from a "Breakdown" to "Covered Equipment". Refrigerant includes, but is not limited to ammonia;
3. Loss of "Perishable Goods" due to "Spoilage" that is caused by or results from an interruption in "Utility Services" resulting from a "Breakdown" to "Covered Equipment";
4. Reasonable and necessary expenses incurred to reduce the amount of loss under this Coverage Extension. 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 Extension;
5. Reasonable and necessary expense to properly dispose of damaged "Perishable Goods"; and
6. Actual loss directly resulting from the necessary interruption of your business as a direct result of "Spoilage" and/or contamination to "Perishable Goods" caused by a "Breakdown".

Coverages included in Paragraphs 1. through 5. above are included within the **perishable goods** coverage limit of insurance shown in the Declarations. Coverage provided in Paragraph 6. above is included within **the business income and extra expense** or **extra expense only** limit of insurance shown in the Declarations.

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#### **Pollutant and/or Hazardous Materials**

This Policy is extended to include additional expenses incurred by you for the clean-up, repair or replacement, salvage expense, or disposal of "Covered Property" that is damaged or contaminated by a "Pollutant and/or Hazardous Material". As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Pollutant and/or Hazardous Material" been involved with the loss.

We will also pay for your loss and expense as defined under "Time Element Coverage" provisions that are the direct result of the above paragraph, if such coverage is otherwise applicable under this Policy. This coverage is included within the **pollutants and/or hazardous materials** coverage limit of insurance shown in the Declarations.

Ammonia is not considered to be a "Pollutant and/or Hazardous Material" as respects this extension.

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#### **Reduction in Value**

This Policy is extended to cover the reduction in the value of undamaged "Finished Stock" and "Merchandise" that is a part of pairs, sets, or components which become unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product resulting from a "Breakdown" to "Covered Equipment".

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#### **Solidification**

This Policy is extended to include loss or damage to "Covered Property" caused by the "Solidification" of materials resulting from a "Breakdown" to "Covered Equipment". Such loss or damage includes the cost for the removal of the solidified materials from the "Covered Property". We will also pay for any cost of the materials that are solidified and the expense for their disposal.

If "Time Element Coverage" applies, the "Period of Restoration" is extended to include the additional period of time that is required for the removal of the solidified materials from the "Covered Property". The **extended period of restoration** is limited to the number of days shown in the Declarations.

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#### **System Installation and Soft Costs**

This Policy is extended to include:

1. A "Breakdown" to "Covered Equipment" at a "Covered Premises" while:
  - a. Undergoing alterations or additions in the course of construction; or
  - b. Equipment is being newly installed.
2. "Soft costs" directly caused by a "Breakdown" to "Covered Equipment"; and
3. Your loss and expense as defined under "Time Element Coverages" provision that are the direct result of Paragraph 1. above, if such coverage is otherwise applicable under this Policy.

Coverage is effective, with additional premium charges applicable, from the time you begin the alteration, addition or installation project. This coverage is included within the **system installation and soft costs** coverage limit of insurance shown in the Declarations.

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### Unnamed Locations

This Policy is extended to cover loss or damage otherwise covered by this Coverage Part to "Covered Property" located at an "Unnamed Location" caused by or resulting from a "Breakdown" to "Covered Equipment".

We will also pay for your actual loss sustained and expense as defined under "Time Element Coverage" provisions that are otherwise applicable under this Policy directly resulting from a "Breakdown" to "Covered Equipment" at an "Unnamed Location". This coverage is included within the **unnamed location** coverage limit shown in the Declarations.

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### Water Damage

This Policy is extended to include "Covered Property" that has been damaged by water as a direct result of a "Breakdown" to "Covered Equipment", including any salvage expense.

We will also pay for your actual loss sustained and expense as defined under "Time Element" coverage provisions that are the result of the paragraph above, if such coverage is otherwise applicable under this Policy directly resulting from a "Breakdown" to "Covered Equipment". This coverage is included within the **water damage** coverage limit of insurance shown in the Declarations.

It is a condition of this coverage that if "Fungus and Related Perils" result from damage by water as a result of a "Breakdown" to "Covered Equipment", the **fungus and related perils** coverage limit of insurance shown in the Declarations will apply.

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## Section D. Exclusions

A. We will not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

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1. **Earth Movement or Volcanic Eruption**

We will not pay for loss caused by any earth movement or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to the following: earthquake, landslide, mudflow, mudslide, mine subsidence, or sinking, rising or shifting of earth. This exclusion applies whether events are naturally occurring or due to manmade or other artificial causes.

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2. **Nuclear Hazard**

We will not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means).

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3. **Ordinance or Law**

Except as provided under the **ordinance or law** coverage limit of insurance shown in the Declarations, we will not pay for a loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris. However, the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located at a "Covered 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.

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**4. War and Military Action**

We will not pay for loss caused by:

- a. War, including undeclared war or civil war;
- b. A warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by government authority to prevent or defend against any of these.

With regard to any action that comes within the terms of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

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**5. Water**

We will not pay for a loss caused by the following:

- a. Flood, surface water, waves (including tidal waves and tsunami), tides, tidal water, and overflow of any body of water or spray from any of these all whether driven by wind, including storm surge;
- b. Water that backs up through a sewer or drain; or
- c. Water below the surface of the ground. This includes water that seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, if electrical "Covered Equipment" requires drying out as a result of the above described peril, we will pay for the direct expenses for drying out the electrical "Covered Equipment".

**B. We will not pay for a loss or damage that is caused by or results from one or more of the following excluded causes or events:**

**1. Discharge of Water**

We will not pay for a loss caused by the discharge of water or any other extinguishing agent to fight a fire.

**2. Explosion**

We will not pay for a loss caused by or resulting from an explosion. However, we will pay for a loss or damage caused by an explosion of "Covered Equipment" of a kind specified in a. through g. below, if not otherwise excluded in this Subsection B.

- a. Steam boiler;
- b. Electric steam generator;
- c. Steam piping;
- d. Steam turbine;
- e. Steam engine;

- f. Gas turbine; or
  - g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.
- 3. **Failure to Protect Property**  
We will not pay for a loss resulting from your failure to use all reasonable means to protect "Covered Property" from damage following a "Breakdown".
- 4. **Fire and Combustion Explosion**  
We will not pay for a loss caused by fire or combustion explosion whether or not caused by or resulting from a "Breakdown".
- 5. **Fungus and Related Perils**  
Except as provided under the *fungus and related perils* coverage extension, we will not pay for loss, cost or expense caused by or related to the existence of or any activity of "Fungus and Related Perils".
- 6. **Furnace Explosion**  
We will not pay for an explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.
- 7. **Indirect Resultant Loss**  
We will not pay for any indirect loss following a "Breakdown" to "Covered Equipment" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by *time element* coverage and *perishable goods* coverage as shown in the Declarations.
- 8. **Molten Material**  
We will not pay for a "Breakdown" caused by or resulting from the discharge of molten material from equipment, including the heat from such discharged material.
- 9. **Riot and Civil Commotion**  
We will not pay for a "Breakdown" that is caused by or is a result of riot and civil commotion.
- 10. **Specified Perils**  
We will not pay for a "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:
  - a. Aircraft;
  - b. Collision or any physical contact caused by a vehicle. However, this exclusion does not apply to any unlicensed vehicles which you own or are operated in the course of your business;
  - c. Freezing caused by cold weather;
  - d. Lightning;
  - e. Sinkhole collapse;
  - f. Smoke;

- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Falling objects;
- j. Collapse; or
- k. Breakage of glass.

**11. Wear, Tear, Deterioration, and Corrosion**

We will not pay for a loss caused by wear and tear, marring, scratching, deterioration, erosion, or corrosion. However, we will pay for any resulting loss caused by a "Breakdown".

**12. Wind or Hail**

We will not pay for a "Breakdown" that is caused by wind or hail. However, this exclusion does not apply when:

- a. "Covered Equipment" located within a building or structure suffers a "Breakdown" that results from wind-driven rain, snow, sand or dust; and
- b. the building or structure did not first sustain wind or hail damage to its roof or walls through which the wind driven rain, snow, sand or dust entered.

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**C. Utility Interruption Exclusions**

With respect to *utility interruption* coverage and Paragraph 3. of *perishable goods* coverage, we will not pay for any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:

- 1. Acts of sabotage;
  - 2. Collapse;
  - 3. Deliberate act(s) of load shedding by the supplying utility;
  - 4. Freezing caused by cold weather;
  - 5. Impact of aircraft, missile or vehicle;
  - 6. Impact of objects falling from an aircraft or missile;
  - 7. Lightning;
  - 8. Riot, civil commotion or vandalism;
  - 9. Sinkhole collapse;
  - 10. Smoke; or
  - 11. Weight of snow, ice or sleet.
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**D. Time Element Exclusions**

With respect to "Time Element Coverages", the following additional exclusions shall apply:

1. We will not pay for a loss of business that would not or could not have been carried on if the "Breakdown" had not occurred;
  2. We will not pay for your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the "Covered Premises" shown in the Declarations;
  3. We will not pay for any loss of earnings or "Extra Expense" beyond the **extended period of restoration** caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders. This includes, but is not limited to contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages;
  4. We will not pay for a delay in, or an interruption of, any business, manufacturing or processing activity except as provided by "Time Element Coverages"; and
  5. We will not pay for any indirect result of a "Breakdown" to "Covered Equipment" except as provided by "Time Element Coverages".
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**Section E. Equipment Breakdown Protection Conditions**

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

**1. Loss Conditions**

**a. Abandonment**

There can be no abandonment of any property to us.

**b. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property 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:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

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

**c. Defense**

We have the right, but are not obligated, to defend you against suits arising from claims of owners of property in your care, custody or control. When we do this, it will be at our expense.

**d. Duties in the Event of Loss or Damage**

- (1) You must see that the following are done in the event of loss or damage to "Covered Property":

- (a) Give us prompt notice of the loss or damage. Include a description of the property involved;
  - (b) As soon as possible, give us a description of how, when and where the loss or damage occurred;
  - (c) Allow us a reasonable time and opportunity to examine the property and "Covered Premises" before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage;
  - (d) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records;
  - (e) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
  - (f) Cooperate with us in the investigation or settlement of the claim;
  - (g) Preserve all repaired or replaced "Covered Property" for our inspection, unless we otherwise authorize;
  - (h) Promptly send us any legal papers or notices received concerning the loss or damage; and
  - (i) Make no statement that will assume any obligation or admit any liability, for any loss or damage for which we may be liable, without our consent.
- (2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- (3) Proving your loss is your responsibility. Except as provided by the **claims preparation costs** coverage extension, at your own expense, you must provide documentation to us:
- (a) Demonstrating that the loss, damage or expense is the result of a "Breakdown" to "Covered Equipment"; and
  - (b) Calculating the dollar amount of the loss, damage and expense to the extent your claim is covered.

Your responsibility is without regard to whether or not the possible "Breakdown" occurred at your "Covered Premises" or involved your equipment.

**e. Insurance Under Two or More Coverages**

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

**f. Legal Action Against Us**

No one may bring a legal action against us under this Policy unless:

- (1) There has been full compliance with all the terms of this Policy; and
- (2) The action is brought within two (2) years after the date of the "Breakdown"; or
- (3) We agree in writing that you have an obligation to pay for damage to covered property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Policy to bring us into any action to determine our liability.

**g. Loss Payable**

- (1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment", as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.
- (2) We may cancel the Policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, the same advance notice will be mailed to you and the loss payee.
- (3) If we make any payment to the loss payee, we will obtain your rights against any other party.

**h. Other Insurance**

- (1) You may have other insurance, subject to the same plan, terms, conditions and provisions as the insurance under this Policy. If applicable, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy 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) above, 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 Insurance.

**i. Privilege to Adjust with Owner**

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

**j. Reducing Your Loss**

As soon as possible after a "Breakdown", you must:

- (1) Resume business, partially or completely;
- (2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and
- (3) Make use of every reasonable means to reduce or avert loss, including:
  - (a) Working extra time or overtime at the "Covered Premises" or at another premises you own or acquire to carry on the same operations;

- (b) Utilizing the property and/or services of other concerns;
- (c) Using "Merchandise" or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or
- (d) Salvaging the damaged "Covered Property".

**k. Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- (1) Prior to a loss to your "Covered Property" or covered income.
- (2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:
  - (a) Someone insured by this insurance;
  - (b) A business firm:
    - (i) owned or controlled by you; or
    - (ii) that owns or controls you; or
  - (c) Your tenant.

This will not restrict your insurance.

**l. Valuation**

- (1) **Covered Property** – If "Covered Property" requires repair or replacement due to a "Breakdown" to "Covered Equipment", we will determine the value as the lesser of:
  - (a) The cost to repair, rebuild or replace the damaged property with property of the 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. Also, except as specifically provided under the **green environmental and efficiency improvements** coverage extension, the cost to repair, rebuild or replace the "Covered Property" does not include any increased cost incurred to re-attain a pre-loss level of "Green Certification" from a "Green Authority".

- (2) **Environmental, Safety, and Efficiency Improvements** – If "Covered Equipment" requires replacement due to a "Breakdown", we will pay the additional cost to replace the equipment that you and we agree is done in a manner that improves the environment, increases efficiency or enhances safety, subject to the following conditions:

- (a) We will not pay more than one hundred fifty percent (150%) of what the cost would have been to replace with like kind and quality;
  - (b) We will not pay to increase the size or capacity of the equipment;
  - (c) This provision only applies to **property damage** coverage;
  - (d) This provision does not increase any of the applicable limits;
  - (e) This provision does not apply to any property valued on an "Actual Cash Value" basis; and
  - (f) This provision does not apply to the replacement of component parts.
- (3) **Finished Stock** - We will value stock manufactured by you based on the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.
- (4) **Perishable Goods (Owned)** – We will determine the value of "Perishable Goods", owned by you as follows:
- (a) For "Raw Materials", the replacement cost;
  - (b) For "Stock in Process", the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and
  - (c) For "Finished Stock", the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

If product is stored at a location that is not under your care, custody or control, then we will deduct from the loss and insurance recoverable from the owner of the property including but not limited to warehousing or storage agreements.

- (5) **Perishable Goods (Non-owned)** – We will determine the value of "Perishable Goods" of others in your care, custody and control as the lowest of the following:
- (a) The value you are contractually liable for;
  - (b) The **perishable goods** coverage limit of insurance shown in the Declarations; or
  - (c) The limit for property of others in your care, custody, and control, if one is provided.
- (6) **Electronic Data and Media** – We will pay for loss to damaged "Data" and "Media" as follows:
- (a) For mass produced and commercially available software, at the replacement cost; and
  - (b) For all other "Data" and "Media", at the cost of blank media for reproducing the records.

**(7) Extended Warranty, Maintenance Contract or Service Contract**

We will reimburse you for the prorated amount of the unused costs of non-refundable, non-transferable warranties or contracts if that warranty or contract becomes void or unusable due to a "Breakdown" to "Covered Equipment". Coverage applies to any damaged "Covered Property" that is intended for your use and is protected by an extended warranty, or maintenance or service contract.

**(8) Determination of Accounts Receivables**

If you cannot accurately establish the amount of accounts receivable outstanding as of the time of the "Breakdown" to "Covered Equipment", the following method will be used:

- (a)** Determine the total of the average monthly amounts of accounts receivable for the twelve (12) months immediately preceding the month in which the "Breakdown" to "Covered Equipment" occurred; and
- (b)** Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "Breakdown" to "Covered Property" occurred or for any demonstrated variance from the average for that month.

The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (1)** The amount of the accounts for which there is no loss or damage;
- (2)** The amount of the accounts that you are able to reestablish or collect;
- (3)** An amount to allow for probable bad debts that you are normally unable to collect; and
- (4)** All unearned interest and service charges.

**(9) Control of Salvage**

When, in connection with any loss under this Policy, there is salvage recovery received subsequent to the payment of loss, the loss shall be recalculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was determined. Any amounts due either party from the other will be paid promptly.

**m. Control of Damaged Property**

Subject to the **reduction in value** coverage extension of this Policy, you will have full rights to the possession and control of any "Covered Property" consisting of "Raw Materials", "Stock in Process", "Finished Stock", or "Merchandise" following our determination that such "Covered Property" was insured and sustained direct physical loss or damage resulting from a "Covered Breakdown". You, using reasonable judgment and proper testing, will decide if the physically damaged covered property can be reprocessed or sold. "Covered Property" so judged by you to be unfit for reprocessing or selling will not be sold or disposed of except by you or with your consent.

Any salvage proceeds received will go to us at the time the claim is resolved or to you if received prior to claim resolution, in which case the proceeds will reduce the amount of claim payable under this Policy.

**n. Supplementary Payments**

We will pay, with respect to any claim or any suit or arbitration in which we defend and or represent you:

- (1) All expenses we incur;
- (2) The cost of bonds to release attachments, but only for bond amounts within the available **property damage** limits of insurance. We do not have to furnish these bonds;
- (3) All reasonable expenses incurred by you deriving from our request to assist us in the investigation, representation or defense of the claim or suit or arbitration, including actual loss of earnings up to \$1,000 a day, up to a maximum of \$25,000, because of time off from work;
- (4) All costs taxed against you in any legal proceeding defended or represented by us;
- (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the available limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
- (6) 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 available limits of insurance for **property damage** shown on the Declaration Page of this Policy.

**2. General Conditions**

**a. Additional Insured**

If a person or organization is designated in the Policy as an additional insured, we will consider them to be an insured under this Policy to the extent of their interest.

**b. Bankruptcy**

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Policy.

**c. Concealment, Misrepresentation or Fraud**

This Policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

- (1) This Policy;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Policy.

**d. Liberalization**

If we adopt any standard form revision for general use that would broaden coverage in the Policy without additional premium, the broadened coverage will immediately apply to this Policy if the revision is effective within forty-five (45) days prior to or during the "Policy Term".

**e. Mortgage Holder**

- (1) The term mortgage holder includes trustee.

- (2) We will pay for direct damage to "Covered Property" due to a "Breakdown" to "Covered Equipment" to each mortgage holder shown in the Declarations in their order of precedence, as their interests may appear.
- (3) The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the "Covered Property".
- (4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (a) Pays any premium due under this Policy at our request if you have failed to do so;
  - (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 or material change in risk known to the mortgage holder.

All of the terms of this Policy will then apply directly to the mortgage holder.

- (5) If we pay the mortgage holder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:
  - (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 holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- (6) If we cancel this Policy, we will give written notice to the mortgage holder at least:
  - (a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (7) If we do not renew this Policy, we will give written notice to the mortgage holder at least ten (10) days before the expiration date of this Policy.
- (8) If we suspend coverage, it will also be suspended as respects the mortgage holder. We will give written notice of the suspension to the mortgage holder.

**f. No Benefit to Bailee**

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

**g. Maintenance**

It is your responsibility to appropriately maintain your property and equipment. We will not pay your cost to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or to prevent loss, damage or expense that would be covered under this Policy.

**h. Suspension**

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

- a. Your last known mailing address; or
- b. The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, 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.

**3. Joint or Disputed Loss Agreement**

a. This condition is intended to facilitate payment of insurance proceeds when:

- (1) Both a commercial property policy and this equipment breakdown insurance Policy are in effect;
- (2) Damage occurs to "Covered Property" that is insured by the commercial property policy and this equipment breakdown insurance Policy; and
- (3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

b. This condition does not apply if:

- (1) Both the commercial property insurer(s) and we do not admit to any liability; and
- (2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.

c. The provisions of this condition apply only if all of the following requirements are met:

- (1) The commercial property policy carried by the Named Insured, insuring the "Covered Property", contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this condition;
- (2) The damage to the "Covered Property" was caused by a loss for which:
  - (a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or
  - (b) Either:

- i. The commercial property insurer(s) does not admit to any liability for payment, while we contend that:
    - (i) All liability exists under the commercial property policy; or
    - (ii) Some liability exists under both the commercial property policy and this equipment breakdown insurance Policy;
  - ii. We do not admit to any liability for payment, while the commercial property insurer(s) contends that:
    - (i) All liability exists under this equipment breakdown insurance Policy; or
    - (ii) Some liability exists under both the commercial property policy and this equipment breakdown insurance Policy; or
  - iii. Both the commercial property insurer(s) and we:
    - (i) Do not admit to any liability for payment; and
    - (ii) Contend that some or all liability exists under the other insurer's policy; and
- (c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.
- d. If the requirements listed in Paragraph c. above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:
  - (1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown insurance policy and one-half (1/2) the amount of the loss that is in disagreement;
  - (2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement;
  - (3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs (1) and (2) above, do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable;
  - (4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent loss agreement(s) of the commercial property policy;
  - (5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable limit of insurance shown in the Declarations;
  - (6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

**e. Arbitration**

- (1) If the circumstances described in Paragraph c.(2)(a) of the Joint or Disputed Loss Agreement exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within ninety (90) days. Arbitration will then take place within ninety (90) days after payment of the loss under the terms of this condition.
- (2) If any of the circumstances described in Paragraph c.(2)(b) of the Joint or Disputed Loss Agreement exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within ninety (90) days after payment of the loss under the terms of this condition.
- (3) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

**f. Final Settlement between Insurers**

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of *The Wall Street Journal* during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

## Section F. Definitions

### **Actual Cash Value**

Means the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

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### **Attraction Property**

Means property of the type of "Covered Property" insured that attracts business to a "Covered Premises" and is within one (1) mile of that "Covered Premises".

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### **Breakdown**

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.

"Breakdown" does NOT mean or include any of the following::

- a. Malfunction including but limited to adjustment, alignment, calibration, cleaning or modification;
  - b. 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". However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.
  - c. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
  - d. The functioning of any safety or protective device; or
  - e. The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.
- 

### **Business Income**

Means the sum of:

1. The net income (net profit or loss before income taxes) that would have been earned or incurred had no "Breakdown" occurred; and
  2. Continuing normal and necessary operating expenses incurred, including "Ordinary Payroll".
- 

### **Business Income Actual Annual Value**

Means the "Business Income" for the current fiscal year that would have been earned had no "Breakdown" occurred.

In calculating the "Business Income Actual Annual Value", we will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown".

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**Covered Equipment**

Means the following, unless specified otherwise in the Declarations:

1. Equipment that generates, transmits, controls or utilizes energy, including electronic communications and data processing equipment; and
2. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

"Covered Equipment" does not include any of the following:

- a. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- b. Foundation or structure, including but not limited to the structured portions of buildings and towers and scaffolding;
- c. Insulating or refractory material;
- d. Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- e. Waste, drainage or sewer piping;
- f. Piping, valves or fittings forming a part of a sprinkler or fire suppression system;
- g. Water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
- h. Vehicle, aircraft, self-propelled equipment or floating vessel (including any "Covered Equipment" mounted on or used solely with these vehicles, aircraft, self-propelled equipment or floating vessels);
- i. Astronomical telescope, cyclotron used for other than medical purposes, nuclear reactor, particle accelerator used for other than medical purposes, satellites or spacecraft (including any "Covered Equipment" mounted on or used solely with any satellite or spacecraft);
- j. Dragline, excavation or construction equipment; or
- k. Equipment manufactured by you for sale.

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**Covered Premises**

Means insured location made up of an insured building or group of buildings situated at a common place, including machinery and equipment, related structures and the contents of such buildings or structures, or on land within one thousand (1,000) feet thereof.

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**Covered Property**

Means property:

1. You own; or
2. In your care, custody or control and for which you are legally liable.

"Covered Property" does not mean:

- a. Live animals, including but not limited to, mammals, fish, birds, reptiles, amphibians or insects;
- b. Eggs intended to become live animals, including but not limited to mammals, fish, birds, reptiles, amphibians or insects.

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**Data**

Means the following:

1. Programmed and recorded material stored on "Media"; and
2. Programming records used for electronic data processing, or electronically-controlled equipment.

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**Extra Expense**

Means the reasonable and necessary additional cost incurred to operate your business during the "Period of Restoration" over and above the cost normally incurred to operate the business during the same period had no "Breakdown" occurred.

---

**Finished Stock**

Means stock manufactured by you which in the ordinary course of your business is ready for packing, shipment, or sale.

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**Fungus and Related Perils**

Means the following:

1. A fungus, including but not limited to mildew and mold;
2. A protist, including but not limited to algae and slime mold;
3. Wet rot;
4. Dry rot;
5. Bacterium; or
6. A chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

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**Green**

Means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.

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**Green Authority**

Means a recognized authority on "Green" building or "Green" products, materials or processes.

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**Green Certification**

Means certification of a building based on an environmental rating system established by LEED or Green Globes to determine the performance and sustainability of buildings through "Green" design, operation, and management.

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**Media**

Means electronic "Data" processing or storage media such as films, tapes, discs, drums or cells.

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**Merchandise**

Means goods kept for sale by you which are not raw stock, "Stock in Progress" or "Finished Stock".

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**One Breakdown**

Means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".

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**Ordinary Payroll**

Means payroll expenses for all your employees except Officers, Executives, Department Managers, and Employees under contract. "Ordinary Payroll" includes payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and Worker's Compensation premiums.

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**Period of Restoration**

Means the period of time that begins at the time of the "Breakdown" and continues until the earlier of:

1. The date the "Breakdown" to "Covered Equipment" is repaired or replaced; or
2. The date on which such damage could have been repaired or replaced with the exercise of due diligence and dispatch, plus the number of days, if any, shown in the Declarations for ***extended period of restoration***.

"Period of Restoration" does not include any increased period required to re-attain a pre-loss level of "Green" certification from a "Green Authority". But this does not apply to any increase in the Period of Restoration otherwise insured under the ***green environmental and efficiency improvements*** coverage extension.

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**Perishable Goods**

Means any "Covered Property" subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.

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**Policy Term**

Means the period stated in the Declarations from inception date to expiration date, including any change in expiration date made by written endorsement attached hereto or by cancellation as provided herein.

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**Pollutants and/or Hazardous Materials**

Means any solid, liquid, gaseous or thermal irritant, or contaminant or material posing a hazard to human health, including but not limited to vapor, soot, fumes, acids, alkalis, chemicals, lead (or lead products), asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants and/or Hazardous Materials" does not include radioactive contamination, which is separately addressed elsewhere in this Policy wording.

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**Raw Materials**

Means material in the state in which you receive it for conversion into "Stock in Process" or "Finished Stock".

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**Soft Costs**

Means the following:

1. Construction load fees – the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, and charges by the lenders for the extension or renewal of loans necessary.
  2. Commitment fees, leasing and marketing expenses – the cost of releasing and marketing of the insured project due to loss of tenant(s) or purchaser(s).
  3. Additional fees – for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction as a direct result of a "Breakdown" to "Covered Equipment".
  4. Carrying costs – building permits, additional interest on loans, insurance premiums and property and realty taxes.
- 

**Solidification**

Means the act or process of materials becoming compact, hard or solid from cooling, drying or crystallization.

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**Spoilage**

Means any detrimental change in condition. This includes but is not limited to thawing of frozen goods, warming of refrigerated goods and freezing of fresh goods.

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**Stock in Process**

Means "Raw Materials" which have undergone any aging, seasoning, mechanical, or other process of manufacture at a "Covered Premises" but which has not become "Finished Stock".

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**Time Element Coverages**

Your financial loss to earnings or profits as provided herein resulting directly from a "Breakdown" to "Covered Equipment" insured under the Policy under the provisions of *business income and extra expense* or *extra expense only* coverage, *contingent business income and extra expense* or *contingent extra expense only* coverage and *utility interruption* coverage.

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**Unnamed Locations**

Means fixed locations within the coverage territory that are owned, leased or regularly operated by you but are not included in the list of "Covered Premises" shown in the Declarations.

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**Utility Services**

Means electric power, communication services, air conditioning, heating, gas, sewer, waste disposal, refrigeration, compressed air, internet access, wide area networks and "Data" transmission, water and steam.

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**IN WITNESS**


**XL INSURANCE AMERICA, INC.**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Lucy Pilko  
President



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Toni Ann Perkins  
Secretary

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 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 Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. 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.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured 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.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**DISCLOSURE PURSUANT TO TERRORISM RISK  
INSURANCE ACT**

## SCHEDULE

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$ None</b>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
<b>US00125310PR25A</b>	
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
<b>(Refer to Paragraph B. in this endorsement.)</b>	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## ENDORSEMENT #001

This endorsement, effective 12:01 a.m., January 1, 2025 forms a part of

Policy No. US00125310PR25A issued to City of Baton Rouge, Parish of EBR, Greater BR Airport District dba The Baton Rouge Metropolitan Airport

by XL Insurance America, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

#### UP + RUNNING EQUIPMENT BREAKDOWN INSURANCE POLICY

The following exclusion, which appears as **Section F. Definitions**, "Breakdown" does NOT mean or include any of the following:

- b.** 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". However, if a "Breakdown" to "Covered Equipment" ensues, we will pay the ensuing loss or damage not otherwise excluded.

The following exclusion is added to **Section D. Exclusions, Paragraph A.**:

- A.** We will not pay for a loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

#### Cyber Incident

- a.** Any unauthorized access to or unauthorized use of any computer system (including electronic data).
- b.** Malicious code, virus or other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c.** Denial of service attack which disrupts, prevents or restricts access to or use of any computer system or otherwise disrupts its normal functioning or operation.

All other provisions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOUISIANA CHANGES**

This endorsement modifies insurance provided under the following:

### **EQUIPMENT BREAKDOWN COVERAGE PART**

- A. Paragraph 1.b. Appraisal of Section E. – Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced by the following:

**b. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

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

- B. Paragraph 1.k. Transfer Of Rights Of Recovery Against Others To Us of Section E. – Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced by the following:

**k. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your "Covered Property" or covered income.

2. After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:

- a. Someone insured by this insurance;
- b. A business firm:
  - (1) Owned or controlled by you; or
  - (2) That owns or controls you;
- c. Your employee or employer;
- d. The owner, lessor or tenant of a covered premises where the loss or damage occurred including their employees, partners and stockholders; or
- e. Your relative by blood or marriage.

If you waive your rights against another party in writing after a loss, we can recover from you any amount you received for that waiver. But we cannot recover more than the amount we paid you for that loss.

- C. Paragraph 2.c. Concealment, Misrepresentation Or Fraud of Section E. – Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form is replaced with the following:

**c. Concealment, Misrepresentation Or Fraud**

With respect to any loss or damage and with respect to all insureds covered under this Coverage Form, Coverage Part or policy, we provide no coverage for loss or damage if, whether before or after a loss, one or more insureds have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This Coverage Form, Coverage Part or policy;
- (2) The "Covered Property";
- (3) Your interest in the "Covered Property"; or
- (4) A claim under this Coverage Form, Coverage Part or policy.

**D. Paragraphs 2.e.(6) and 2.e.(7) Mortgageholder of Section E. – Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form are replaced by the following:

(6) If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss 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.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least:

(c) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(d) 30 days before the effective date of cancellation, if we cancel for any other reason.

(7) If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the mortgageholder, pledgee or other person shown in the policy to have an insurable interest in any loss at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

We need not mail or deliver this notice if:

(a) We or another company within our insurance group have offered to issue a renewal policy; or

(b) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

Any notice of nonrenewal will be mailed or delivered to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E. The following is added to Paragraph d.(1)(e) of Section E. – Equipment Breakdown Protection Conditions** in the Equipment Breakdown Protection Coverage Form and supersedes any provision to the contrary:

However, if loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the "Covered Property" is located in an area within the declaration, you must submit the proof of loss to us within 180 days; but this 180 day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.

**F. When coverage under this Coverage Part applies on a replacement cost basis, the following is added and supersedes any provision to the contrary with respect to the time period for completion of repair or replacement of loss or damage of "Covered Property":**

If the loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the "Covered Property" is located in an area within the declaration, we will pay on a replacement cost basis only if the repair or replacement is completed within 24 months from the date of loss or damage or the issuance of applicable insurance proceeds, whichever is later, or as soon as reasonably possible thereafter.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 STANDARD PROPERTY POLICY

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following, which applies unless Paragraph B. of this endorsement applies:**

**2. Notice Of Cancellation**

**a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals**

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

- (1) Cancellation for nonpayment of premium:**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

- (2) Cancellation for any other reason:**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;**
- (2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;**
- (3) Activities or omissions by you which change or increase any hazard insured against;**
- (4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;**
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;**

- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **A.2.b.** to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs **A.2.b.(2)** through (7) above.

**B.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

#### **2. Notice Of Cancellation**

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **B.2.b.** and **B.2.c.**
- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

**C.** With respect to the Coverage Parts and Policies to which this endorsement applies, except the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

#### **5. Premium Refund**

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **C.5.a.**, **C.5.b.**, **C.5.c.**, **C.5.d.** and **C.5.e.** The cancellation will be effective even if we have not made or offered a refund.

- a. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

We will send the refund to the first Named Insured and any mortgagee that has provided us with written notice of the percentage of the premium being funded with the mortgagee's own funds. The percentage of the unearned premium attributable to the mortgagee shall be returned to the mortgagee and the percentage of the unearned premium attributable to the first Named Insured shall be returned to the first Named Insured.

- b. If we cancel, the refund will be pro rata and we will send the refund to the first Named Insured unless Paragraph **C.5.c.** or **C.5.d.** applies.
- c. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- d. With respect to any cancellation of the Commercial Auto Coverage Part, we will send the return premium, if any, to the premium finance company if the premium was financed by such company.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

**D.** With respect to the Equipment Breakdown Coverage Part, Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

#### **5. Premium Refund**

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs **D.5.a.**, **D.5.b.**, **D.5.c.**, **D.5.d.** and **D.5.e.** The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.

- b. If the first Named Insured cancels, the refund will not be less than 75% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. We will send the refund to the first Named Insured unless Paragraph **D.5.d.** applies.
- d. If we cancel based on Paragraph **B.2.** of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in **B.2.c.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

E. The **Premiums** Common Policy Condition is replaced by the following:

**Premiums**

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums.
- 2. We will pay return premiums, if any, to the first Named Insured, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.** or **D.** of this endorsement.

F. Paragraph **f.** of the **Mortgageholders** Condition in the Commercial Property Coverage Part, Standard Property Policy and the Capital Assets Program (Output Policy) Coverage Part, and Paragraph **4.f.** of the **Mortgageholders** Condition in the Farm Coverage Part are replaced by the following:

If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

G. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- 2. We need not mail or deliver this notice if:
  - a. We or another company within our insurance group have offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.