
Combined Insurers

Certificate of Insurance

This Insurance is underwritten by certain Insurers whose names and addresses and the proportions underwritten by them are stated within this Certificate of Insurance.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Certificate.

This insurance is delivered as a surplus lines coverage under the Louisiana Insurance Code.

In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Louisiana Life and Health Insurance Guaranty Association, which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Printed Name of Licensed Louisiana Surplus Lines Broker

Excess GL

Certificate Provisions

1. Signature Required.

This Certificate shall not be valid unless signed by the Correspondent on the attached schedule.

2. Correspondent Not Insurer.

The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Insurers identified in the Schedule of this Certificate.

3. Cancellation.

If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

4. Service of Suit.

It is agreed in the event of the failure of the Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in the Schedule, and that in any suit instituted against any one of them upon this contract Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. Assignment.

This Certificate shall not be assigned either in whole or part without the written consent of the Correspondent endorsed hereon.

6. Attached Conditions Incorporated.

This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

SCHEDULE

This Certificate comprises a Certificate Jacket, the Schedule, Wording and all other provisions, conditions and warranties attached and any endorsements issued.

Binding Authority Unique Market Reference (UMR):	B0746GA2407921000
Binding Authority Reference:	6244Z/24
Certificate No.:	N9907100

1. Name and address of the Insured

City of Baton Rouge, Parish of East Baton Rouge, Greater Baton Rouge Airport District,
dba The Baton Rouge Metropolitan Airport and/or as underlying insurance.

9430 Jackie Cochran Dr., Third Floor Administration, Baton Rouge, LA 70807

2. Effective from January 1, 2025 To January 1, 2027

both days at 12.01 a.m. Local Time at the address of the Named Insured.

3. List of Insurers:

Syndicate No.	Names and Addresses of Insurers	Percentage
2003	AXA XL Syndicate 20 Gracechurch Street, London EC3V 0BG, UK	25.0000%
510	Tokio Marine Kiln Syndicates Limited 20 Fenchurch Street, London EC3M 3BY, UK	12.0000%
1880	Tokio Marine Kiln Syndicates Limited 20 Fenchurch Street, London EC3M 3BY, UK	3.0000%
435	Faraday Underwriting Limited 5th Floor, Corn Exchange, 55 Mark Lane, London EC3R 7NE, UK	5.0000%
1969	Apollo Underwriting Limited One Bishopsgate, London EC2N 3AQ, UK	5.0000%
	AXIS Specialty Europe SE (London Branch) Mount Herbert Court, 34 Upper Mount Street, Dublin, 2, Ireland	5.0000%
	Liberty Mutual Insurance Europe SE 20 Fenchurch Street, London EC3M 3AW, UK	6.0000%
	Convex Insurance UK Ltd. WeWork, 1 St. Katherine's Way, London E1W 1UN	11.0000%
	Helvetia Global Solutions Ltd. Herrengasse 11, 9490 Vaduz, Liechtenstein	10.0000%
	HDI Global Specialty SE HDI-Platz 1, 30659 Hannover, Germany	5.0000%
	Swiss Re International SE, UK Branch 2A Rue Albert Borschette, Luxembourg L-1246	13.0000%
	TOTAL	100.0000%

4. Insurance cover provided

(A) Type of Insurance:

The Insured's legal liability arising out of their airport operations as covered by and defined in the Policy of the Primary Insurer.

(B) Limits Of Liability (Ultimate Net Loss)

This Certificate will pay the DIFFERENCE BETWEEN the Total Limits (item 4 (B)(b)) and the Primary Limits (Item 4(B)(a)), as more fully described in the Policy Provisions forming part of this Certificate.

(a) Primary Limit(s)

Bodily Injury, Personal / Advertising Injury and Property Damage Liability combined \$100,000,000 each occurrence/offense and in the aggregate where applicable, included within which are the following sub-limits:

Products-Completed Operations Aggregate Limit	\$100,000,000
Personal Injury and Advertising Injury Aggregate limit	\$50,000,000
Malpractice Aggregate Limit	\$50,000,000
Each Occurrence Limit	\$100,000,000
Fire Damage Limit Any One Fire	\$500,000
Medical Expense Limit Any One Person	Not Insured
Hangarkeepers Limit Any One Occurrence	\$100,000,000
Hangarkeepers Limit Any One Aircraft	\$100,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence	\$100,000,000

Extended Coverage War, Hi-Jacking and Other Perils Aggregate Limit	\$100,000,000
Terrorism Risk Insurance Act Coverage	Included

Excess Automobile Liability Any One Occurrence	\$25,000,000
Excess Employers Liability Any One Occurrence	\$25,000,000

Non-Aviation Excess Liability, including Excess Public Officials errors and omissions liability Any One Claim/Aggregate	Not Insured
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(b) Total Limit(s) under this Insurance and policy of the Primary Insurer combined:

Bodily Injury, Personal/Advertising Injury and Property Damage Liability combined \$150,000,000 each occurrence/offense and in the aggregate where applicable, included within which are the following sub-limits:

Products-Completed Operations Aggregate Limit	\$150,000,000
Personal Injury and Advertising Injury Aggregate limit	\$50,000,000
Malpractice Aggregate Limit	\$50,000,000
Each Occurrence Limit	\$150,000,000
Fire Damage Limit Any One Fire	\$500,000
Medical Expense Limit Any One Person	Not Insured
Hangarkeepers Limit Any One Occurrence	\$150,000,000
Hangarkeepers Limit Any One Aircraft	\$150,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence	\$150,000,000

Extended Coverage War, Hi-Jacking and Other Perils Aggregate Limit	\$100,000,000
Terrorism Risk Insurance Act Coverage	No Excess Coverage

Excess Automobile Liability Any One Occurrence	\$25,000,000
Excess Employers Liability Any One Occurrence	\$25,000,000

Non-Aviation Excess Liability, including Excess Public Officials errors and omissions liability Any One Claim/Aggregate	Not Insured
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(C) **Premium / taxes:**

The Basic Premium:	\$68,583
Extended Coverage - War, Hi-Jacking and Other Perils Premium:	Not Insured
Terrorism Risk Insurance Act Premium:	Not Insured
Total Premium Due:	\$68,583

Plus Louisiana Surplus Lines Tax:	Exempt
Total Amount Due:	\$68,583.00

The Total Amount Due is payable as follows:

January 1, 2025	\$33,455.00
January 1, 2026	\$35,128.00

(D) **Primary Insurer**
ACE Property and Casualty Insurance Company

(E) **Identification Details and Limits Carried Under Item 4.(D)**

Primary Insurer Policy No. AAP N00974274 018 with a policy Limit of \$100,000,000

(F) **Notice Of Cancellation:**

Minimum period of notice to the Named Insured: 30 days, or;

- (a) such lesser period as provided for under the policy of the Primary Insurer in respect of cancellation for non-payment of premium; or
- (b) such longer period as may be imposed upon the Primary Insurer by law.

5. Wording and additional Forms attached hereto and any special conditions:

Certificate Schedule	AP XS 5/29/2019 V3S
Certificate Provisions	AP XS 5/1/2017 V3
Several Liability Clause	LMA5096 7 March 2008
Software Affirmation Clause	LMA 5450 (10/05/2020)
Electronic Data Event Liability Exclusion	LIIBA Aviation 001 (12/09/2019)

6. Law applicable to the contract

(being which territory's law will be used to determine a dispute relating to this Certificate):

Louisiana

7. Jurisdiction applicable to the contract

(being the territory in which any dispute relating to this Certificate will be heard):

Louisiana

8. Service of Suit May Be Made Upon

(being any summons, notice or process to be served upon Insurers for the purpose of instituting any legal proceedings against them in connection with this Certificate)

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

But in respect of Convex Insurance UK Limited, it is further agreed that the Insured may serve process upon any senior partner in the firm of:

Locke Lord LLP
Brookfield Place
200 Vesey Street, 20 Floor
New York, NY 10281-2101
Tel: 212-415-8600

9. In the event that you wish to make a claim under this Certificate, please notify the following:

The Coverholder identified below

10. In the event that you wish to make a complaint, in the first instance please contact the following:

The Coverholder identified below

11. For any other enquiries, please contact your broker or the Coverholder, indicated below:

Marsh & McLennan Agency LLC
7656 Jefferson Highway, Suite 2A
Baton Rouge, LA 70809

Dated in New Orleans, LA: January 19, 2025

Signed by:

Don M. Carrico

Coverholder

Name and address of the Coverholder:

Westchester Specialty Insurance Services, Inc.
1100 Poydras Street, Suite 2150
New Orleans, Louisiana 70163-1121

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of participating Insurers.

AP XS 5/29/2019 V3S

CERTIFICATE PROVISIONS

THE INSURERS AGREE, to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages because of Bodily Injury, Personal/Advertising Injury or Property Damage caused by an occurrence or an offense during the period of this Certificate and arising out of such hazards as are set forth in Item 4(A) of the Schedule (Type of Insurance) and which are covered by and defined in the policy specified in Item 4(E) of the Schedule and issued by the "Primary Insurer" stated in Item 4(D) of the Schedule.

PROVIDED ALWAYS THAT:

- (a) Liability attaches to the Insurers only in respect of such hazards as set forth in Item 4(A) of the Schedule and only for such coverages and limits inserted in Item 4(B)(b) of the Schedule and then only after the Primary Insurer has paid or has been held liable to pay the full amount of its ultimate net loss liability as set forth in the Schedule in Item 4(B)(a) and designated the "Primary Limit(s)" and then the limits of the Insurers' liability will be such amount of ultimate net loss as will provide the Insured with total limits under the policy of the Primary Insurer and this Certificate combined as set forth in Item 4(B)(b) of the Schedule under the designation "Total Limit(s) under this Certificate and the policy of the Primary Insurer Combined"
- (b) The inclusion of more than one entity as the named Insured, or the inclusion of any additional Insureds under this Certificate, shall not in any way operate to increase the Insurers' limits of liability beyond those provided in Item 4(B) (Limits of Liability) of the Schedule.
- (c) If any of the hazards covered by this Certificate are subject to an aggregate Limit of Liability in the policy of the Primary Insurer then the Limit of Liability under this Certificate shall as respects such hazard apply in the aggregate in the same manner as described in the policy of the Primary Insurer.

DEFINITIONS

- (a) Ultimate Net Loss. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and other valid and collectible insurances, excepting however the policy of the Primary Insurer and shall exclude all expenses and Costs.
- (b) Costs. The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

EXCLUSIONS

The insurance provided hereunder is subject to all exclusions contained in the policy of the Primary Insurer, and is subject to the following exclusions, even if they do not appear in the policy of the Primary Insurer.

(a) POLLUTION EXCLUSION CLAUSE

This Certificate is subject to the same provisions as contained in the policy of the Primary Insurer with respect to the exclusions of pollution and related perils.

(b) DATE RECOGNITION EXCLUSION CLAUSE

This Certificate is subject to the same Date Recognition Exclusion Clause as contained in the policy of the Primary Insurer and as may be modified by the Date Recognition Limited Coverage Endorsement if attached to the policy of the Primary Insurer.

(c) **NUCLEAR RISKS EXCLUSION CLAUSE**

(1) This Certificate does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Certificate, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this Certificate is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Certificate is, or had this Certificate not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Certificate) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Certificate shall only apply to an incident happening during the period of this Certificate and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u>	<u>Maximum permissible level of non-fixed radioactive</u> <u>surface contamination (Averaged over 300cm²)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ micocuries/cm ²)
All other emitters	Not exceeding 0.4 Bequerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN.38B amended

(d) WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Certificate does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore this Certificate does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this Certificate, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

AVN.48B

(e) NO EXTENDED COVERAGE.

Notwithstanding that the policy of the Primary Insurer may provide insurance in respect of some of the perils excluded by the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Certificate, it is specifically understood and agreed that no such insurance is provided by this Certificate and that the War, Hi-jacking and Other Perils Exclusion Clause (Aviation) forming part of this Certificate remains unamended. To this extent, the insurance provided by this Certificate shall not follow the provisions of the policy of the Primary Insurer.

(f) NO TERRORISM RISK ACT INSURANCE COVERAGE

Notwithstanding that the policy of the Primary Insurer may provide coverage for perils addressed by the Terrorism Risk Insurance Act, it is specifically understood and agreed that no such insurance is provided by this Certificate. To this extent, the insurance provided by this Certificate shall not follow the provisions of the policy of the Primary Insurer.

(g) FAILURE TO PAY:

This Certificate does not apply to any loss suffered by the Insured as a result of the inability, refusal or failure to pay of the Primary Insurers for any reason whatsoever, including without limitation, any financial impairment, insolvency or liquidation.

**(h) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE
(AVN72 9.2.2000 Amended)**

The rights of a person, who is not a party to this Certificate, to enforce a term of this Certificate and/or not to have this Certificate rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Certificate.

CONDITIONS

1. **INCURRING OF COSTS.** In the event of claim or claims arising which appear likely to exceed the Primary Limit(s), no Costs shall be incurred by the Insured without the written consent of the Insurers.
2. **APPORTIONMENT OF COSTS.** Costs incurred by or on behalf of the Insured with the written consent of the Insurers, and for which the Insured is not covered by the Primary Insurer, shall be apportioned as follows:
 - (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary Limit(s), then no Costs shall be payable by the Insurers.
 - (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary Limit(s), then the Insurers, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Insured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
 - (c) In the event that the Insured elects not to appeal a judgment in excess of the Primary Limit(s), the Insurers may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Insurers exceed the limit(s) of liability as provided for herein, plus the expenses of such appeal.
3. **APPLICATION OF RECOVERIES.** All recoveries or payments recovered or received subsequent to a loss settlement under this Certificate shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers,

provided always that nothing in this Certificate shall be construed to mean that losses under this Certificate are not payable until the Insured's ultimate net loss has been finally ascertained.

4. **PRIMARY INSURANCE.** Any changes made to the policy of the Primary Insurer prior to the happening of an occurrence or offense for which claim is made hereunder (except as regards limits and period of liability, the renewal agreement (if any) and except as otherwise provided herein) shall automatically be covered under this insurance, provided that should such changes affect the premium paid or to be paid to the Primary Insurer, then premium hereon shall be adjusted accordingly.
5. **ATTACHMENT OF LIABILITY.** Liability to pay under this Certificate shall not attach unless and until the Primary Insurer shall have admitted liability for the Primary Limit(s) or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such Primary Limit(s) and then only after the Primary Insurer has paid or has been held liable to pay the full amount of the Primary Limit(s).
6. **OTHER INSURANCE.** To the extent there is other insurance providing coverage to the subject claim, other than underlying insurance, or insurance that is specifically intended to be excess of this Certificate, the liability of Insurers under this Certificate shall be limited to their rateable proportion of the claim.
7. **MAINTENANCE OF PRIMARY INSURANCE.** It is a condition of this Certificate that the policy of the Primary Insurer shall be maintained in full effect during the currency of this Certificate except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the period of insurance.

In respect of the hazards set forth in Item 4(A) of the Schedule, this Certificate is subject to the same warranties, definitions, terms, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy of the Primary Insurer prior to the happening of an occurrence for which claim is made hereunder.

8. **PREMIUM COMPUTATION AND ADJUSTMENT.** The premium for this Certificate shall be computed on the basis set forth herein and the Insured agrees to pay and the Insurers agree to return such additional or return premium as it becomes due.
9. **CANCELLATION.** This Certificate may be cancelled by the Insured at any time by written notice or by surrendering this Certificate. This Certificate may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Certificate, written notice stating when thereafter the cancellation shall be effective, such notice being not less than the number of days' notice shown in Item 4(F) of the Schedule. The mailing of notice as aforesaid shall be sufficient proof of notice and this Certificate shall terminate at the date and hour specified in such notice.

If this Certificate shall be cancelled by the Insured, the Insurers shall retain the customary short rate proportion of the premium hereon, except that if this Certificate is on an adjustable basis the Insurers shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Certificate is cancelled by or on behalf of the Insurers, the Insurers shall retain the pro rata proportion of the premium hereon, except that if this Certificate is on an adjustable basis the Insurers shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

10. NOTIFICATION OF CLAIMS. The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written notice to the company named for the purpose in Item 9 the Schedule.
11. FRAUDULENT CLAIMS. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, this Certificate shall become void and all claims hereunder shall be forfeited.
12. Where the dollar sign (\$) appears throughout this Certificate, it indicates United States Dollars.

This Endorsement effective
forms part of Certificate Number
Issued to

January 1, 2025
N9907100
City of Baton Rouge / Parish of East Baton Rouge

SEVERAL LIABILITY CLAUSE

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Westchester Specialty Insurance Services, Inc.

Ann M. Caruso

Authorized Representative

LMA5096 (Combined Certificate)
7 March 2008

Endorsement No. 1

This Endorsement effective
forms part of Certificate Number
Issued to

January 1, 2025
N9907100
City of Baton Rouge / Parish of East Baton Rouge

SOFTWARE AFFIRMATION CLAUSE

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.
2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.
3. For the purposes of this Clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

Westchester Specialty Insurance Services, Inc.

Dan M. Carrese

Authorized Representative

LMA5450
05-Oct-20

Endorsement No. 2

This Endorsement effective
forms part of Certificate Number
Issued to

January 1, 2025
N9907100
City of Baton Rouge / Parish of East Baton Rouge

ELECTRONIC DATA EVENT LIABILITY EXCLUSION

This Policy excludes:

(1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:

- (a) a delay in, cancellation of or non-provision of air transportation and associated services;
- (b) unauthorized access to and/or use of a person's or organisation's confidential, proprietary or personal information;

(2) Property Damage to Electronic Data

arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

And used herein:

"Data Event" means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Electronic Data.

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

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

Westchester Specialty Insurance Services, Inc.

Ann M. Carrico

Authorized Representative

LHIBA AVIATION 001
12.09.2019

Endorsement No. 3

CLAIMS REPORTING INFORMATION

All claim services for your airport and aircraft insurance underwritten by Chubb companies are handled by Chubb Aerospace Claims in Chicago. The staff of Chubb Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Trevor Davis, experienced Casualty Claims Manager, is responsible for administering your claims on a day-to-day basis. Trevor reports to Stephen Davis, Vice President. Stephen Davis is available to accept claims information if Trevor is unavailable.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be emailed to Aerospacefirstnotice@chubb.com or faxed to 877-201-4125. To ensure prompt attention, it is recommended that any transmission be confirmed with a phone call. Where possible, pictures of the accident scene should be obtained during your initial investigation.

Because Chubb Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note contact changes below.

FIRST NOTICE OF LOSS:		Email Fax	AerospaceFirstNotice@chubb.com 877-201-4125	
	Contact	Phone	Cell	E-Mail
Primary	Trevor Davis	312-612-8808	312-448-4492	Trevor.Davis@chubb.com
Secondary	Manny Molina	312-775-7872	312-848-7318	Manny.Molina@chubb.com
VP Claims	Stephen Davis	302-476-7898	302-598-3983	Stephen.Davis@chubb.com

All claims that require reporting after hours, should be directed to Trevor Davis or Stephen Davis via cell phone.

If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

MAILING ADDRESS

Chubb Claims
P. O. Box 5101
Scranton, PA 18505-0500

OVERNIGHT DELIVERY ADDRESS

Chubb Aerospace Claims
525 W. Monroe, 7th Floor
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$26,879, and does not include any charges for the portion of losses covered by the United States government under the Act.

CHUBB®

AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

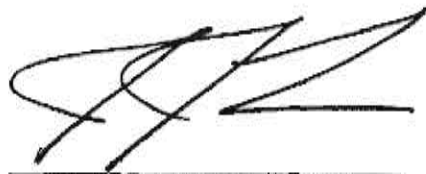
ACE PROPERTY AND CASUALTY INSURANCE COMPANY

436 Walnut Street
Philadelphia, PA 19106

IN WITNESS WHEREOF, ACE Property and Casualty Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY DECLARATIONS

This Insurance Policy is issued By:

ACE Property and Casualty Insurance Company
P.O. Box 1000
436 Walnut Street
Philadelphia, Pennsylvania 19106

Policy Number:

AAP N00974274 018

Renewal of:

AAP N00974274 017

Named Insured and Mailing Address:

City of Baton Rouge, Parish of East Baton Rouge, Greater Baton Rouge Airport District, dba The
Baton Rouge Metropolitan Airport
9430 Jackie Cochran Dr.
Third Floor Administration
Baton Rouge, Louisiana 70807

The Named Insured is: Public Corporation**Location of the Airport(s) You Own or Operate:**

BTR Baton Rouge Metropolitan Airport, Baton Rouge, Louisiana

From: January 1, 2025

To: January 1, 2027

at 12.01 a.m. Standard Time at your mailing address shown above.

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

Limits of Insurance:

Products-Completed Operations Aggregate Limit	\$ 100,000,000
Personal Injury and Advertising Injury Aggregate Limit	\$ 50,000,000
Malpractice Aggregate Limit	\$ 50,000,000
Each Occurrence Limit	\$ 100,000,000
Fire Damage Limit Any One Fire	\$ 500,000
Medical Expense Limit Any One Person	\$ Not Insured
Hangarkeepers Limit Any One Occurrence	\$ 100,000,000
Hangarkeepers Limit Any One Aircraft	\$ 100,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence	\$ 100,000,000

Deductibles:

Each Occurrence or Offense Deductible	\$ 10,000
Aggregate Deductible	\$ 25,000

Premium:

Advance Premium	\$ 268,782
Extended Coverage Endorsement AAP 203	\$ 6,719
Endorsement Premium	\$ Included
Terrorism Risk Insurance Act Premium	\$ 26,879
Total Advance Premium	\$ 302,380

Total Amount Due \$ 302,380.00

Policy Forms and Endorsements are described in the attached Schedule of Endorsements.

Signature: 

By Authorized Representative

Policy Number: AAP N00974274 018
Effective Date: January 1, 2025
Insured: City of Baton Rouge

SCHEDULE OF ENDORSEMENTS

Policy Forms applicable to airports and locations in: Louisiana

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AAP 201 11/99).

TITLE	Endorsement No. and Edition Date
Airport Owners and Operators General Liability Policy - Jacket	AAP 200 (05-22)
Airport Owners and Operators General Liability Policy - Declarations	AAP 201 (11/99)
Airport Owners and Operators General Liability Policy - Schedule of Endorsements	AAP 201S (11/99)
Airport Owners and Operators General Liability Policy	AAP 202 (11/99)
Extended Coverage - War, Hi-jacking and Other Perils Endorsement	AAP 203 (02/08)
Amendment of Noise and Pollution and Other Perils Exclusion	AAP 204-LA (01/05)
Extension-Specific Excess Automobile Liability Insurance	AAP 211 (03/09)
Premium Installment Endorsement	AAP 219 (11/99)
Immunity Waiver Endorsement	AAP 220 (11/99)
Extension-Specific Excess Employers Liability Insurance	AAP 227 (03/09)
Airport Limited Enhanced Coverage Endorsement	AAP 234 (11/99)
Nuclear Risks Exclusion Clause	AAP 237 (11/99)
Excess Employer Liability, plus Workers Compensation and Employers Liability Insurance Policy WC 00 00 0A (04-1992)	AAP 239 (11/99)
Non-Owned Physical Damage Legal Liability Endorsement	AAP 247 (11/99)
Volunteers Endorsement	AAP 248 (11/99)
Date Recognition Limited Coverage Endorsement	AAP 255 (03/08)
Date Recognition Exclusion Endorsement	AAP 256 (11/99)
Fungi or Bacteria Exclusion - Louisiana	AAP 267-LA (01/05)
Asbestos or Asbestos-Containing Materials or Products Exclusion Endorsement - Louisiana	AAP 268-LA (01/05)
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism	AAP 270 (01/15)
Definition of "Bodily Injury" Endorsement	AAP 271 (01/05)
Amendment of Noise and Pollution and Other Perils Exclusion Endorsement - Louisiana	AAP 273-LA (01/05)
Limited Terrorism Coverage Endorsement	AAP 275 (01/15)
Silica And Silica-Related Dust Exclusion	AAP 277 (01/06)
Mutual Aid Endorsement	AAP 284 (05/11)
Land Acquisition Endorsement	AAP 294 (06/06)
National Incident Management System/National Response Plan NIMS Agreement Endorsement	AAP 301 (04/07)
Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement	AAP 306 (03/08)
Amendment to Supplementary Payments (Court Cost) Endorsement	AAP 307 (03/08)
Exclusion – Access To Or Disclosure Of Confidential Or Personal Material	AAP 316 (03/24)

Or Information – Advertising Or Personal Injury	AAP 317 (03/24)
Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	AAP 328 (03/22)
Noise And Pollution Amendatory Endorsement	AAP 335 (03/22)
Catastrophe Management Coverage Endorsement	AAP LA2 (11/99)
Louisiana Changes	ALL-20887 (10/06)
ACE Producer Compensation Practices & Policies	ALL-21101 (11/06)
Trade or Economic Sanctions Endorsement	IL P 001 (01/04)
U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC")	
Advisory Notice to Policyholders	
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-45231a (08/20)
Louisiana Changes - Cancellation and Nonrenewal	AAP LA1 (11/99)

**AIRPORT OWNERS AND OPERATORS LIABILITY POLICY
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AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

POLICY PROVISIONS

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION III).

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

The insurance provided by this policy does not apply to any Coverage or hazard against which the words Not Insured appear in the Limits of Insurance section of the Declarations.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement .

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage A.

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) The "bodily injury" or "property damage" arises out of your "airport operations".

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

2. Exclusions .

This insurance does not apply to:

- a. **Expected or Intended Injury**

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

b. Contractual Liability

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

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

c. Liquor Liability

"Bodily injury" or "property damage" for which the insured may be held liable by reason of:

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

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

Premises at the "airport" which you lease to others who are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, will not be treated as your business.

d. Workers Compensation and Similar Laws

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

e. Employers Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

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

f. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

- (1) An "auto" or watercraft while on the "airport";
- (2) An "auto" or watercraft while not on the "airport" if responding to an aviation emergency; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft.

g. Mobile Equipment

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

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

h. Airmeet, Contest or Exhibition

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

- (1) The conduct of any airmeet, contest or exhibition permitted, sponsored or participated in by any insured; or
- (2) The ownership maintenance or use of grandstands, bleachers or observation platforms.

Paragraph (1) of this exclusion does not apply to static displays.

Paragraph (2) of this exclusion does not apply to observation decks or promenades that are part of a permanent structure on the "airport".

i. Swimming Pools or Lodging Accommodation

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of:

- (1) Swimming pools; or
- (2) Lodging accommodation for the general public.

j. Control Tower

"Bodily injury" or "property damage" arising out of the direct operation of a control tower by any insured.

k. Damage to Property

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned or leased to you;
- (4) Personal property, other than "aircraft", in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations;
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it; or

- (7) "Aircraft" in your care, custody or control or "aircraft" while being serviced, handled or maintained by you.

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

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

Paragraph (4) of this exclusion does not apply to "property damage":

- (a) to an "auto" or "mobile equipment" when your control is solely traffic control, but this exception does not override Exclusion j. above;
- (b) to an "auto" while on the "airport"; or
- (c) to baggage or cargo handled by you, provided you are not handling the baggage or cargo as bailee for hire.

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

Paragraph (7) of this exclusion does not apply to "property damage" to "aircraft" when your control is solely traffic control, but this exception does not override Exclusion j above.

l. Damage to Your Product

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

m. Damage to Your Work

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

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

n. Damage to Impaired Property or Property Not Physically Injured

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

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

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

o. Recall of Products, Work or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through o. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION IV).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement .

- a. We will pay those sums that you become legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any offense and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage B.

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

- b. This insurance applies to:

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

but only if:

- (a) The offense was committed or alleged to have been committed unintentionally by you or any of your employees while engaged in their employment by you; and
- (b) The offense was committed or alleged to have been committed in the "coverage territory" during the policy period and arises out of your "airport operations"

2. Exclusions .

This insurance does not apply to:

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

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

- (5) Arising out of the conduct of any airmeet, contest or exhibition permitted, sponsored or participated in by any insured. This exclusion does not apply to static displays.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. Any offense which was committed or alleged to have been committed in any State which does not recognize a cause of action for that offense based on negligence.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement .

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On your "airport"; or
 - (2) Because of your "airport operations";provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable LIMITS OF INSURANCE. We will pay reasonable expenses for:
 - (1) First aid at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions .

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of the insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.

COVERAGE D. HANGARKEEPERS LIABILITY

1. Insuring Agreement .

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of physical injury to "aircraft" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:
 - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
 - (2) Our duty to defend ends when we have used up the applicable LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E.
- b. This insurance applies to physical injury only if:
 - (1) The "aircraft" is in your care, custody or control or while the "aircraft" is being serviced, handled or repaired by you; and
 - (2) The physical injury to "aircraft" is caused by an "occurrence" that takes place on the premises of the "airport"; and
 - (3) The physical injury to "aircraft" occurs during the policy period.
- c. Damages because of physical injury include damages claimed for all resultant loss of use of such aircraft.

2. Exclusions .

This insurance does not apply to:

- a. Physical injury to "aircraft" you own.
- b. Physical injury to "aircraft" you rent, lease or which are on loan to you.
- c. Physical injury to "aircraft" while "in flight".
- d. Physical injury to "aircraft" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

COVERAGE E. NON-OWNED AIRCRAFT LIABILITY

1. Insuring Agreement .

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have

the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage E.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) The "bodily injury" or "property damage" arises out of your use of any aircraft, or its use on your behalf, provided that:
 - (a) The aircraft is not owned by you in whole or in part;
 - (b) The aircraft is not on lease to you;
 - (c) The aircraft is not subject to a lease-purchase agreement to which you are a party; and
 - (d) The aircraft is used in connection with your "airport operations".
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions .

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - (2) That the insured would have in the absence of the contract or agreement.
- c. "Property damage" to the aircraft.
- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or

- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

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

- f. "Bodily injury" or "property damage" included in the "products-completed operations" hazard.
- g. "Bodily injury" or "property damage" arising out of your use of any aircraft or its use on your behalf, if the aircraft is operated "in flight" by a pilot who is not properly certificated and rated by the F.A.A. for the flight involved.

This exclusion does not apply if the aircraft so operated is without your knowledge or consent.

- h. "Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Property loaned or leased to you;
- (3) Personal property in the care, custody or control of the insured.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E

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

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable LIMITS OF INSURANCE (SECTION IV). We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable LIMITS OF INSURANCE, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable LIMITS OF INSURANCE.

These payments will not reduce the LIMITS OF INSURANCE.

SECTION II - COMMON COVERAGE EXCLUSIONS

All Coverages included in this policy are subject to the following exclusions.

A. Noise and pollution and other perils.

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the policy concerning our duty to investigate or defend claims, such provision shall not apply and we shall not be required to defend:
 - (a) claims excluded by Paragraph 1; or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, we shall (subject to proof of loss and the LIMITS OF INSURANCE) reimburse you for that portion of the following items which may be allocated to the claims covered by the policy:
 - (i) damages awarded against any insured; and
 - (ii) defense fees and expenses incurred by any insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

B. War, hi-jacking and other perils.

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore this policy does not cover claims arising while the aircraft is outside the control of the insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the insured on the safe return of the aircraft to the insured at an airfield not excluded by the "coverage territory" of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

C. Radioactive Contamination.

1. This policy does not cover:
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom
 - (b) any legal liability of whatsoever naturedirectly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
2. Loss, destruction, damage, expense or legal liability which, but for the provisions of paragraph 1. of this exclusion, would be covered by this policy, and is directly or indirectly caused or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association Regulations, shall (subject to all other provisions of this policy) be covered, provided that:
 - a. it shall be a condition precedent to our liability that the carriage of any radioactive material shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted articles by air;
 - b. this policy shall only apply to any claim made against the insured arising out of any accident or incident occurring during the period of this insurance and any such claim made by the insured against us or by any claimant against the insured shall have been made within three years after the date of the occurrence giving rise to the claim;
 - c. the cover afforded by this paragraph 2. may be cancelled at any time by us giving seven days notice of cancellation.

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to your "airport operations".
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to your "airport operations".

- c. A public corporation, you are an insured. Your elective or appointive officers or members of any board or commission or agency of yours are also insureds, but only with respect to your "airport operations".
- d. An organization other than a partnership, joint venture or public corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you with respect to your "airport operations".
- b. If you are designated in the Declarations as a public corporation, employees of your boards, commissions or agencies, other than executive officers, but only for acts within the scope of their employment by those boards, commissions or agencies with respect to your "airport operations".

However, no employee of yours or your boards, commissions or agencies is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- c. Any person (other than your employee), or any organization, while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-employee of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLES

A. LIMITS OF INSURANCE

1. The LIMITS OF INSURANCE (SECTION IV) shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. The Personal and Advertising Injury Aggregate Limit is the most we will pay under Coverage B for the sum of all damages because of "personal injury" and "advertising injury".
4. The Malpractice Aggregate Limit is the most we will pay under Coverage A for all damages because of "malpractice".
5. Subject to 2, 3 or 4 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages because of all "bodily injury" and "property damage" under Coverages A and E; and
 - b. Medical expenses under Coverage C; and
 - c. Damages because of physical injury to "aircraft" under Coverage D, arising out of one "occurrence"; and
 - d. Damages because of all "personal injury" and "advertising injury" under Coverage B, arising out of one offense.
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 5. above, the Hangarkeepers Limit Any One Aircraft is the most we will pay under Coverage D for damages because of physical injury sustained by any one "aircraft" and the Hangarkeepers Limit Any One Occurrence is the most we will pay under Coverage D for physical injury sustained by all "aircraft" in any one "occurrence".
9. Subject to 5. above, the Non-Owned Aircraft Liability Limit Any One Occurrence is the most we will pay under Coverage E for damages because of "bodily injury" and "property damage" arising from one "occurrence".

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

B. DEDUCTIBLES

1. Our obligation to pay:

- a. Damages because of "bodily injury" and "property damage" under Coverages A and E; and
- b. Medical expenses under Coverage C; and
- c. Damages because of physical injury to "aircraft" under Coverage D arising out of one occurrence; and
- d. Damages because of "personal injury" and "advertising injury" under Coverage B arising out of any one offense

applies only to the amount of damages or medical expenses in excess of the Each Occurrence or Offense Deductible amount stated in the Declarations, but the LIMITS OF INSURANCE applicable to Each Occurrence will not be reduced by the amount of such deductible, nor will Aggregate limits for such coverages be reduced by the application of such deductible amount.

2. The Aggregate Deductible amount stated in the Declarations is the most you will have to pay for all deductible amounts under Coverages A, B, C, D and E for all damages and medical expenses.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim, or suitapply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The Aggregate Deductibles of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed the last preceding period for purposes of determining the aggregate deductibles.

SECTION V - CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

- a. You must notify us as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Fully cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable LIMITS OF INSURANCE (SECTION IV). An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A, B, D or E of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of "autos" or watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).
- (4) That is Aircraft Liability insurance on any aircraft to which Coverage E (Section I) applies.

When this insurance is excess, we will have no duty under Coverage A, B, D or E to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the LIMITS OF INSURANCE (SECTION IV), and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies separately to each insured against whom claim is made or "suit" is brought.

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

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

9. 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.

10. 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.

11. Inspections and surveys.

We have the right but are not obligated to:

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

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

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

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

12. Premiums and deductibles.

The first Named Insured shown in the Declarations:

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

13. 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 as directed below:

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.

SECTION VI - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Aircraft" under Coverage D means any aircraft or its parts or equipment.
3. "Airport" means the Airport(s) designated in the Declarations, including ways and means immediately adjoining such airport(s).
4. "Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary to the operation of the "airport".
5. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment".
6. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
 - b. Fright or mental anguish sustained by a person.
7. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "In flight" means:

- a. With respect to a fixed wing aircraft, from the time the aircraft moves forward in attempting to take off until the aircraft has completed its landing run.
- b. With respect to a rotorcraft, while its rotors are in motion as a result of engine power or autorotation.

10. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and effecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

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

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Malpractice" means malpractice, error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services on behalf of an insured in the provision of emergency medical relief.
- 13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- 14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. Mistaken arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. Unintentional discrimination;
- g. Misdirection of a passenger by an insured to the wrong aircraft, automobile or other connecting transportation; or

The offenses described in paragraph f. of this definition do not include personal injury arising out of the employment, past employment or future employment of a person by any insured.

16. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in this policy or in our manual of rules includes products or completed operations.

17. "Property damage" means:

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

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

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

19. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

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

20. "Your work" means:

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

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

This Endorsement effective January 1, 2025
Forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXTENDED COVERAGE – WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of Common Coverage Exclusion B (Section II) do not apply to Coverages A, C, D, and E of this policy, SUBJECT TO all terms and conditions of this endorsement.

2. The most we will pay under this endorsement for:

(a) all "bodily injury"; and

(b) all "property damage"

combined is the Aggregate Limit shown in the Schedule below; and

The Aggregate Limit shown in the Schedule below is included within, and is not in addition to, the Limits of Liability shown in the Declarations.

3. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

(a) the Secretary of State; and

(b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

B. is a violent act or an act that is dangerous to:

(a) human life; or

(b) property or infrastructure

and is part of an effort to:

This Endorsement effective January 1, 2025
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- (c) coerce the civilian population of the United States of America; or
- (d) influence the policy or affect the conduct of the United States Government by coercion.

4. This endorsement does not apply to:

- (a) any damage to property on the ground while outside:
 - (i) Canada, or
 - (ii) the United States of America,unless caused by or arising out of the use of aircraft;
or
- (b) "Certified Acts of Terrorism", if the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement", is attached to this policy.

5. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:

- (a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and
- (b) our insurer deductible under TRIA is met,

we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

6. The termination or cancellation of this endorsement is governed solely by paragraphs 7 and 8 below, and not by any other provision of this policy.

7. (a) This endorsement will END AUTOMATICALLY upon the outbreak of war (whether there is a declaration of war or not) between any of the following:

- (i) France,
- (ii) the People's Republic of China,
- (iii) the Russian Federation,
- (iv) the United Kingdom, or
- (v) the United States of America.

(b) The coverage provided by deleting paragraph (a) of Common Coverage Exclusion B (section II) will END AUTOMATICALLY upon the hostile detonation of any weapon of war using:

- (i) atomic or nuclear fission and/or fusion; or

(ii) other like reaction or radioactive force or matter,

where or whenever such detonation may occur, and whether or not the insured Aircraft is involved.

(c) All coverage for an insured Aircraft requisitioned for title or use will END AUTOMATICALLY upon such requisition.

(d) If an insured Aircraft is in the air when 7.(a), (b) or (c) occurs, the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) will remain in effect until:

- (i) the insured Aircraft has completed its first landing thereafter; and
- (ii) all passengers have disembarked.

8. (a) We may give 7 days notice to review the premium and/or geographical limits of your policy at any time.
- (b) We may review premium and/or geographical limits on any January 1, April 1, July 1 and October 1 of the year(s) during the policy period.
- (c) We will send a notice advising you of any change in the premium and/or geographical limits at least 7 days before the effective date of any such change.
- (d) Following a hostile detonation as specified in 7(b) above, we may give 48 hours notice of a full or partial cancellation of this endorsement.
- (e) This endorsement may be cancelled by us or you by giving 7 days notice at any time.
- (f) All notices shall be in writing, and are effective after the specified period of notice beginning at 23.59 hours Greenwich Mean Time on the day notice is given.

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Aggregate Limit:	\$ 100,000,000
Annual Additional Premium:	\$ 3,310 – January 01, 2025 to January 01, 2026 \$ 3,409 – January 01, 2026 to January 01, 2027
Premium Due Hereon:	\$ 6,719

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AMENDMENT OF NOISE AND POLLUTION AND OTHER PERILS EXCLUSION

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

Paragraph 2.(b) of the Amendment Of Noise and Pollution And Other Perils Exclusion Endorsement - Louisiana AAP 273-LA (01-05) does not apply to pollution or contamination of "your product."

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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EXTENSION - SPECIFIC EXCESS AUTOMOBILE LIABILITY INSURANCE

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

The following coverage is added to the policy:

COVERAGE F. SPECIFIC EXCESS AUTOMOBILE LIABILITY

SCHEDULE

Underlying Limits: \$ 1,000,000

Limits of This Insurance:

Each Occurrence Limit: \$ 25,000,000

Aggregate Limit: \$ 25,000,000

This Aggregate Limit applies only if there is an aggregate limit in the Underlying Insurance.

1. INSURING AGREEMENT:

You agree to maintain primary Automobile Liability insurance ("Underlying Insurance") with at least the Underlying Limits shown in the SCHEDULE above ("Schedule"). In consideration of which:

- a. We will pay the insured for the "ultimate net loss" in excess of the Underlying Limits, that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.
- b. This insurance only applies to "bodily injury" or "property damage" which:
 - (1) is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) occurs during the policy period; and
 - (3) is covered by the Underlying Insurance; and
 - (4) arises out of your "airport operations".
- c. This insurance shall drop down only as set forth in paragraph 4.b. below and not for any other reason, including, but not limited to, the insured's inability to:
 - (1) collect (in whole or part) any Underlying Insurance; or
 - (2) pay, in full, any retention or deductible.

Endorsement No. 003

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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By ACE Property and Casualty Insurance Company

The insured retains all risk for any amounts not paid by this insurance because of this paragraph c.

- d. With respect to any "occurrence" covered by the Underlying Insurance, we shall:
 - (1) not assume charge of the investigation, settlement or defense of any "suit" brought against the insured, except when we drop down under paragraph 4.b. below;
 - (2) have the right, and be given the opportunity, to be effectively associated:
 - A. in the defense and trial of any "suit" relating to any "occurrence" which, in our opinion, may create liability on our part;
 - B. with the insured in the investigation, settlement or defense of any claim, even if the Underlying Limits have not been exhausted.

2. EXCLUSIONS:

- a. The Common Coverage Exclusions (Section II) and the exclusions contained in the Underlying Insurance apply to this insurance. The Common Coverage Exclusions shall take precedence over the exclusions contained in the Underlying Insurance.

3. ATTACHMENT OF LIABILITY AND LIMITS OF LIABILITY:

- a. We will pay for any covered "ultimate net loss" only after:
 - (1) the Underlying Insurance has paid its full Underlying Limits, and
 - (2) the insured has paid any uninsured retention due under the primary Underlying Insurance.
- b. The most we will pay for one "occurrence" under Coverage F. regardless of the number of:
 - (1) Insureds,
 - (2) Claims made or "suits" brought, or
 - (3) Persons or organizations making claims or bringing "suits",is the covered "ultimate net loss" in excess of the Underlying Limits, up to the Each Occurrence Limit shown in the Schedule.
- c. The most we will pay for all covered "ultimate net loss" under Coverage F. during the policy period is the Aggregate Limit shown in the Schedule.
- d. The Each Occurrence Limit shown in the Schedule is included within, and is not in addition to, the Each Occurrence Limit shown in the Declarations.

4. CONDITIONS:

- a. The conditions of the Underlying Insurance in effect prior to an "occurrence" for which a claim is made under this policy apply to this insurance, except for:
 - (1) the premium; and
 - (2) our obligation to investigate; and
 - (3) the renewal agreement (if any); and
 - (4) the limits of insurance.
- b. The Underlying Insurance shall be maintained in full effect during the policy period, but:
 - (1) If the aggregate limit for the Underlying Insurance is reduced or exhausted because of payment of covered claims, this policy will apply:
 - A. in excess of the reduced aggregate limit, or**
 - B. as Primary** insurance if the aggregate limit is exhausted.
 - (2) If you fail to do so, this policy shall only apply to the same extent as if you had complied with this condition.
- c. If a claim arises which appears likely to exceed the Underlying Limits, the insured must not incur any "costs" without our consent.
- d. "Costs" incurred with our consent, which are not covered by the Underlying Insurance, will be apportioned as follows:
 - (1) If the claim is settled before trial for an amount exceeding the Underlying Limits, we will pay the same ratio of the "costs" as we pay of the whole "ultimate net loss".
 - (2) If the insured does not appeal a judgment which exceeds the Underlying Limits, we:
 - A. may conduct such an appeal at our own expense including any associated court costs and interest, but
 - B. shall not be obligated to continue such an appeal after the applicable Limits of This Insurance have been exhausted.
- e. Recoveries or payments recovered or received after a claim settlement under this policy will be applied as if recovered or received before such settlement. All necessary adjustments shall then be made between you and us.

This Endorsement effective January 1, 2025
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5. DEFINITIONS:

The following definitions apply to this insurance in addition to the definitions contained in the Underlying Insurance and the definitions in **SECTION VI - DEFINITIONS**:

- a. "Ultimate net loss" means the amount payable in settlement of the liability of the insured after deducting:
 - (1) all recoveries, and
 - (2) other valid and collectible insurance, except the Underlying Insurance, and
 - (3) excluding all expenses and "costs".
- b. "Costs" means:
 - (1) interest accruing after entry of judgment, and
 - (2) reasonable and necessary costs of:
 - A. investigation, adjustment, and
 - B. legal expense,but shall exclude all expenses for:
 - C. salaried employees, and
 - D. general retainer fees for counsel normally paid by the insured.
- c. "Airport operations", when used in this Coverage F, includes the:
 - (1) ownership, maintenance, use; or
 - (2) entrustment to others,of an "auto" while located anywhere in the "coverage territory".

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
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PREMIUM INSTALLMENT ENDORSEMENT

The premium payable under this policy as shown in the Declarations shall be due and payable in the following installments:

DUE DATE	AMOUNT DUE
January 1, 2025	\$ 148,956.00
January 1, 2026	\$ 153,424.00

Authorized Representative

This Endorsement effective January 1, 2025
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IMMUNITY WAIVER ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATOR GENERAL LIABILITY POLICY.

We will not defend any "suit" seeking damages under Coverages A, B, D, or E on the basis that the insured is not liable due to the performance of governmental functions, unless we are required by statute or are requested by you.

Authorized Representative

This Endorsement effective January 1, 2025
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EXTENSION - SPECIFIC EXCESS EMPLOYERS LIABILITY INSURANCE

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

The following coverage is added to the policy:

COVERAGE G. SPECIFIC EXCESS EMPLOYERS LIABILITY

SCHEDULE

Underlying Limits: \$ 1,000,000 any one accident

Limits of This Insurance:

Each Occurrence Limit: \$ 25,000,000

Aggregate Limit: \$ 25,000,000

This Aggregate Limit applies only if there is an aggregate limit in the Underlying Insurance.

1. INSURING AGREEMENT:

You agree to maintain primary Employers Liability insurance ("Underlying Insurance") with at least the Underlying Limits shown in the SCHEDULE above ("Schedule"). In consideration of which:

- a. We will pay the insured for the "ultimate net loss" in excess of the Underlying Limits, that the insured becomes legally obligated to pay as damages because of "bodily injury" to which this insurance applies.
- b. This insurance only applies to "bodily injury" which:
 - (1) is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) occurs during the policy period; and
 - (3) is covered by the Underlying Insurance; and
 - (4) arises out of your "airport operations".
- c. This insurance shall drop down only as set forth in paragraph 4.b. below and not for any other reason, including, but not limited to, the insured's inability to:
 - (1) collect (in whole or part) any Underlying Insurance; or
 - (2) pay, in full, any retention or deductible.

Endorsement No. 006

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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By ACE Property and Casualty Insurance Company

The insured retains all risk for any amounts not paid by this insurance because of this paragraph c.

- d. With respect to any "occurrence" covered by the Underlying Insurance, we shall:
 - (1) not assume charge of the investigation, settlement or defense of any "suit" brought against the insured, except when we drop down under paragraph 4.b. below;
 - (2) have the right, and be given the opportunity, to be effectively associated:
 - A. in the defense and trial of any "suit" relating to any "occurrence" which, in our opinion, may create liability on our part;
 - B. with the insured in the investigation, settlement or defense of any claim, even if the Underlying Limits have not been exhausted.

2. EXCLUSIONS:

- a. The Common Coverage Exclusions (Section II) and the exclusions contained in the Underlying Insurance apply to this insurance. The Common Coverage Exclusions shall take precedence over the exclusions contained in the Underlying Insurance.
- b. This insurance excludes coverage for "bodily injury" by disease.

3. ATTACHMENT OF LIABILITY AND LIMITS OF LIABILITY:

- a. We will pay for any covered "ultimate net loss" only after:
 - (1) the Underlying Insurance has paid its full Underlying Limits, and
 - (2) the insured has paid any uninsured retention due under the primary Underlying Insurance.
- b. The most we will pay for one "occurrence" under Coverage G. regardless of the number of:
 - (1) Insureds,
 - (2) Claims made or "suits" brought, or
 - (3) Persons or organizations making claims or bringing "suits",is the covered "ultimate net loss" in excess of the Underlying Limits, up to the Each Occurrence Limit shown in the Schedule.
- c. The most we will pay for all covered "ultimate net loss" under Coverage G. during the policy period is the Aggregate Limit shown in the Schedule.

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- d. The Each Occurrence Limit shown in the Schedule is included within, and is not in addition to, the Each Occurrence Limit shown in the Declarations.

4. CONDITIONS:

- a. The conditions of the Underlying Insurance in effect prior to an "occurrence" for which a claim is made under this policy apply to this insurance, except for:
 - (1) the premium; and
 - (2) our obligation to investigate; and
 - (3) the renewal agreement (if any); and
 - (4) the limits of insurance.
- b. The Underlying Insurance shall be maintained in full effect during the policy period, but:
 - (1) If the aggregate limit for the Underlying Insurance is reduced or exhausted because of payment of covered claims, this policy will apply:
 - A. in excess of the reduced aggregate limit, or
 - B. as primary insurance if the aggregate limit is exhausted.
 - (2) If you fail to do so, this policy shall only apply to the same extent as if you had complied with this condition.
- c. If a claim arises which appears likely to exceed the Underlying Limits, the insured must not incur any "costs" without our consent.
- d. "Costs" incurred with our consent, which are not covered by the Underlying Insurance, will be apportioned as follows:
 - (1) If the claim is settled before trial for an amount exceeding the Underlying Limits, we will pay the same ratio of the "costs" as we pay of the whole "ultimate net loss".
 - (2) If the insured does not appeal a judgment which exceeds the Underlying Limits, we:
 - A. may conduct such an appeal at our own expense including any associated court costs and interest, but
 - B. shall not be obligated to continue such an appeal after the applicable Limits of This Insurance have been exhausted.
- e. Recoveries or payments recovered or received after a claim settlement under this policy will be applied as if recovered or received before such settlement. All necessary adjustments shall then be made between you and us.

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5. DEFINITIONS:

The following definitions apply to this insurance in addition to the definitions contained in the Underlying Insurance and the definitions in **SECTION VI - DEFINITIONS**:

- a. "Ultimate net loss" means the amount payable in settlement of the liability of the insured after deducting:
 - (1) all recoveries, and
 - (2) other valid and collectible insurance, except the Underlying Insurance, and
 - (3) excluding all expenses and "costs".
- b. "Costs" means:
 - (1) interest accruing after entry of judgment, and
 - (2) reasonable and necessary costs of:
 - A. investigation, adjustment, and
 - B. legal expense,but shall exclude all expenses for:
 - C. salaried employees, and
 - D. general retainer fees for counsel normally paid by the insured.

All other terms and conditions remain unchanged

Authorized Representative

AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

1. (a) Item 1(c) of Who is an Insured on page 13 of the policy is amended to read:

A public corporation, you are an insured. Your boards, commissions or agencies and their elective or appointive officers or members thereof are also insureds, but only with respect to your "airport operations".

- (b) Item 1(d) of Who is an Insured on page 13 of the policy is amended to read:

An organization other than a partnership, joint venture or public corporation, you are an insured. Your subsidiary companies, corporations, firms, affiliates, organizations, including joint ventures of the Named Insured in Item 1 of the Declarations which are owned, financially controlled or under your management control are also insureds but only with respect to your "airport operations". Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Any reference in the policy to F.A.A. is amended to include its foreign equivalent.

3. The following is added to Condition 2 - (Duties In The Event Of Occurrence, Claim or Suit.)

- e. Knowledge of an occurrence by your agent, servant or employee shall not constitute knowledge by you, unless an executive officer, partner, proprietor or an employed risk manager has received such notice.

4. Condition 6 -(Representations) is amended to include:

- d. Your unintentional failure to disclose facts shall not be a basis for denial of any coverage, provided that it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.
- e. Your inadvertent failure to submit reports or contracts or comply with other notices, except those required under Condition 2, shall not invalidate this insurance, provided it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.

5. The Definition of "airport" is amended to read:

"Airport" means the airport(s) designated in the declarations, and other airports owned or rented by you, including ways and means immediately adjoining such airports.

6. The Definition of "airport operations" is amended to read:

"Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary or incidental to the operation of the "airport".

AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT (CONT'D.)

7. The Definition of "advertising injury" is amended to include:
 - e. Infringement of trademark, service mark or trade name.
8. The Definition of "aircraft" is amended to read:

"Aircraft" under Coverage D means any aircraft, including its parts, equipment and contents.
9. Item A.6. under Limits of Insurance is amended to read:
 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you, arising out of any one fire.
10. Exclusion f of Section I of this policy (Aircraft, Auto or Watercraft) does not apply to watercraft less than 26 feet in length.
11. Exclusion a. of Section I of this policy (Expected or Intended Injury) is amended to read:

This Insurance does not apply to:

 - a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
12. Exclusion h. of Section I of this policy (Air Meet, Contest, Exhibition) may be deleted, subject to 30 days prior notice to us, at terms to be agreed.
13. Item 2.b. (1) of Who Is An Insured is deleted.

Authorized Representative

NUCLEAR RISKS EXCLUSION CLAUSE

It is understood and agreed that the Radioactive Contamination exclusion under part C. of the Common Coverage Exclusions (Section II) is deleted and replaced with the following:

- (1) This Policy does not cover:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactive form, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

NUCLEAR RISKS EXCLUSION CLAUSE (CONT'D.)

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against us or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ microcuries/cm ²)

- (iv) the cover afforded hereby may be cancelled by us at any time by giving seven days' notice of cancellation.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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By ACE Property and Casualty Insurance Company

EXCESS EMPLOYERS LIABILITY

IMPORTANT PROVISIONS WITH RESPECT TO EXCESS EMPLOYERS LIABILITY INSURANCE
PROVIDED BY ENDORSEMENT AAP 227, WHICH FORMS PART OF THIS POLICY.

In consequence of:

- (a) the Insured being responsible for the handling and payment of claims within the Underlying Limits of Liability Ultimate Net Loss) as shown in endorsement AAP 227, this being without the existence of a formal policy of Insurance; and
- (b) the coverage provided by endorsement AAP 227 being dependent upon the existence of written terms and conditions within a primary policy of insurance;

it is understood and agreed that the excess Employers Liability Insurance provided by endorsement AAP 227 is limited to those payments that we would have made had the Insured purchased primary Employers Liability Insurance issued under the Workers Compensation and Employers Liability Insurance Policy, which is attached to and forms part of this policy.

No excess insurance is provided under this policy as respects the insurance described in Part One of the Workers Compensation Policy.

Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. THE POLICY

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. WHO IS INSURED

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. WORKERS COMPENSATION LAW

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. STATE

State means any state of the United States of America, and the District of Columbia.

E. LOCATIONS

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. HOW THIS INSURANCE APPLIES

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. WE WILL PAY

We will pay promptly when due the benefits required of you by the workers compensation law.

C. WE WILL DEFEND

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to

investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. WE WILL ALSO PAY

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. OTHER INSURANCE

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. PAYMENTS YOU MUST MAKE

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. RECOVERY FROM OTHERS

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. STATUTORY PROVISIONS

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. HOW THIS INSURANCE APPLIES

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or

aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. WE WILL PAY

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party

to recover the damages claimed against such third party as a result of injury to your employee; 2.

for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. EXCLUSIONS

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or

workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. WE WILL DEFEND

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. WE WILL ALSO PAY

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. OTHER INSURANCE

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is

exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid. G.

LIMITS OF LIABILITY

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as Explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident--each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease--policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease--each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. RECOVERY FROM OTHERS

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. ACTIONS AGAINST US

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. HOW THIS INSURANCE APPLIES

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if

we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. NOTICE

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured Persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. OUR MANUALS

All premium for this policy will be determined by our manuals of rules, rates, rating plans and Classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. CLASSIFICATIONS

Item 4 of the Information Page shows the rate and premium basis for Certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. REMUNERATION

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. PREMIUM PAYMENTS

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. FINAL PREMIUM

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the Following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. RECORDS

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. AUDIT

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. INSPECTION

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the

conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws,

regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. LONG TERM POLICY

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.

4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. SOLE REPRESENTATIVE

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

1991 National Council on Compensation Insurance.

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

NON-OWNED PHYSICAL DAMAGE LEGAL LIABILITY

In consideration of an additional premium of \$ Included it is agreed that:

1. Exclusions c. and h. of Coverage E (Non-Owned Aircraft Liability) shall not apply with respect to liability imposed by law upon the insured for damage to or destruction of any aircraft (including resultant loss of use) which is the property of others and which at the time of the loss is in the custody of the insured for use by or in the interest of the insured.
2. In respect only to the coverage provided under this endorsement, the exclusions of this policy are extended to include the following:

This endorsement does not apply to:

- A) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description, whether the aircraft in which they are contained is stolen or damaged.
- B) Loss of or damage to any aircraft owned by, or leased under long term lease or lease-option purchase agreement to the insured or his family or employees or if the insured be a co-partnership, by any member thereof or his family or if the insured be a corporation, by any officer or his family.
- C) Loss of or damage to any material furnished by the insured or any work done by the insured out of which the accident arises.
- D) Liability assumed by the insured under any contract or agreement not identified specifically or by definition under this policy.

3. Limits of liability

Our liability under the terms of this endorsement shall in no event exceed:

in respect to any one aircraft: \$50,000

subject to a deductible of: \$ 1,000 applicable to each and every claim.

This limit of liability is included within, and is not in addition to, the limit of liability applicable to coverage E.

4. Aircraft description: Coverage provided by this endorsement shall apply only to aircraft included in the description designated below. It is further agreed that such aircraft must bear a 'standard' airworthiness certificate and have a certified gross weight not in excess of 12,500 lbs.

Any fixed wing aircraft or rotorcraft having a maximum of 20 total seats including crew.

5. This insurance shall be excess insurance over any other valid and collectible insurance available to the insured. All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

VOLUNTEERS ENDORSEMENT

In consideration of the premium at which this policy is written, it is understood and agreed that:

1. Wherever the word employee appears in this policy, the same is deemed to include the insured's volunteers.
2. Wherever reference is made in this policy to the Insured's employment of an employee, the same shall be deemed to also refer to the activities of the Insured's volunteers on behalf of the Insured.

Authorized Representative



EXCLUSION – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION – ADVERTISING OR PERSONAL INJURY

Named Insured City of Baton Rouge		Endorsement Number 012
Policy Number AAP N00974274 018	Policy Period January 1, 2025 to January 1, 2027	Effective Date of Endorsement January 1, 2025
Issued By ACE Property and Casualty Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AIRPORT OWNERS AND OPERATORS LIABILITY POLICY

- A. Under SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions, the following exclusion is added:**

Access To Or Disclosure Of Confidential Or Personal Material Or Information

This insurance does not apply to:

1. Any “advertising injury” or “personal injury” arising out of any access to, collection of, release of, or disclosure of, any person’s or organization’s confidential or personal material or information, including any:
 - a. patents;
 - b. trade secrets;
 - c. processing methods;
 - d. customer lists;
 - e. financial material or information;
 - f. credit card information;
 - g. health or medical material or information;
 - h. “biometric material or information”; or
 - i. other type of non-public material or information.
2. This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to, collection of, release of, or disclosure of, any person’s or organization’s confidential or personal material or information.

- B. The following definition is added to SECTION VI – DEFINITIONS:**

“Biometric material or information”:

1. means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity; and
2. includes any identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Named Insured City of Baton Rouge		Endorsement Number 013
Policy Number AAP No0974274 018	Policy Period January 1, 2025 to January 1, 2027	Effective Date of Endorsement January 1, 2025
Issued By ACE Property and Casualty Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AIRPORT OWNERS AND OPERATORS LIABILITY POLICY

It is hereby agreed that the policy is amended as follows:

- A.** The following exclusion is added to **SECTION II – COMMON COVERAGE EXCLUSIONS** and applies to all Coverages included in this policy:

Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS).

This policy does not cover any damages, claims, loss, cost, or expense directly or indirectly occasioned by, happening through or in consequence of, or arising out of any actual, alleged or threatened:

- (a) Contaminative, pathogenic, toxic or other hazardous properties of “perfluoroalkyl or polyfluoroalkyl substances”; or
- (b) (1) Request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “Perfluoroalkyl Or Polyfluoroalkyl Substances”; or
- (2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, claims, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “Perfluoroalkyl Or Polyfluoroalkyl Substances”.

- B.** The following definition is added to **SECTION VI – DEFINITIONS:**

“Perfluoroalkyl or polyfluoroalkyl substances” means any:

- a.** Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - (2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - (3) Perfluoropolyethers (PFPE);
 - (4) Fluorotelomer-based substances; or
 - (5) Side-chain fluorinated polymers; or
- b.** Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph B.a. above.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

NOISE AND POLLUTION AMENDATORY ENDORSEMENT

Named Insured City of Baton Rouge			Endorsement Number 014
Policy Symbol AAP	Policy Number No0974274 018	Policy Period January 1, 2025 to January 1, 2027	Effective Date of Endorsement January 1, 2025
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

In consideration of the premium at which this policy is written, it is agreed that the policy is amended at **SECTION II - COMMON COVERAGE EXCLUSIONS**, exclusion **A. Noise and Pollution and other perils** by adding the following:

5. This exclusion does not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire:
 - (a) At or from the premises you own, rent or occupy; or
 - (b) At or from any site or location on which you or any of your contractors working directly or indirectly on your behalf are performing operations, if pollutants are brought on or to the site in connection with such operations.

A hostile fire means a fire which becomes uncontrollable or breaks out from where it is intended to be.

6. Paragraph 1.(b) of this exclusion does not apply to "bodily injury" or "property damage" directly caused by or resulting from sudden and accidental pollution directly caused by breakdown or malfunction of water heating or HVAC equipment. For purposes of this provision, "sudden" means abrupt and happening all at once or within a very brief period of time, and "accidental" means unexpected and unintended by a reasonable person in the same circumstances.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

Named Insured City of Baton Rouge			Endorsement Number 015
Policy Symbol AAP	Policy Number No0974274 018	Policy Period January 1, 2025 to January 1, 2027	Effective Date of Endorsement January 1, 2025
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY**

In consideration of the premium at which this policy is written, it is agreed that **SECTION I – COVERAGES** is amended to include the following:

Catastrophe Management Coverage

Catastrophe Management Costs Limit of Insurance: \$250,000 Annual Limit

- A. Subject to the terms and conditions of this endorsement, we will pay "Catastrophe management costs" to third parties at the request of and on behalf of the "insured," arising from a "Catastrophe management event" first commencing during the policy period, up to the amount of the "Catastrophe management costs" Limit of Insurance shown above.
- B. A "Catastrophe management event" will be deemed to first commence at the time during the policy period when a "key executive" first becomes aware of an "occurrence" that gives rise to the "Catastrophe management event" and will end when we determine that any one of the necessary elements listed in the definition of a "Catastrophe management event" no longer exists or when the "Catastrophe management costs" Limit of Insurance shown above has been exhausted, whichever occurs first.
- C. There will be no deductible or self-insured retention applicable to "Catastrophe management costs", except as it applies to a determination of whether the definition of "Catastrophe management event" applies.
- D. Payment of "Catastrophe management costs" will not be applied to or erode the aggregate limits of the policy.
- E. Any payment of "Catastrophe management costs" that we make under the coverage provided by this endorsement will not (1) be a determination of any other rights or obligations under this policy, (2) create any duty to defend any "suit" under any other part of this policy, or (3) operate as a waiver of any right or defense we have with respect to the coverage under the policy, including Condition 2. (Duties in the Event of Occurrence, Offense, Claim or Suit.)
- F. For purposes of this endorsement, the following definitions are added to the policy:

"Adverse media coverage" means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the "insured" with respect to its income, reputation, community relations, public confidence or good will.

"Catastrophe management event" means an "occurrence" that, in the good faith opinion of a "key executive" of the Named Insured, has resulted in or is reasonably likely to result in: (1) "bodily injury", "property damage" or "personal injury" or "advertising injury" covered by this policy; (2) damages that are in excess of the deductible or self-insured retention; and (3) a need for "Catastrophe management services" due to "adverse media coverage". "Catastrophe management event" will include, but not be limited to, "occurrence(s)" resulting from: explosions and other man-made disasters; serious accidents resulting in multiple deaths, burns, dismemberment injuries; traumatic brain injuries; permanent paralysis injuries; or injuries from contamination of food, drink or pharmaceuticals.

"Catastrophe management firm" means any firm that is approved by us and hired by you or us to perform "Catastrophe management services" in connection with a "Catastrophe management event."

"Catastrophe management services" means those services performed by a "Catastrophe management firm" in advising the "insured" on minimizing potential harm to the "insured" from a covered "Catastrophe management event" by managing "adverse media coverage" and maintaining and restoring public confidence in the "insured."

"Catastrophe management costs" means the following reasonable and necessary expenses incurred during a "Catastrophe management event" and directly caused by the "Catastrophe management event," but only to the extent that the "insured" or a third party arranges for such services resulting in these expenses and the expenses are pre-approved by us:

1. expenses incurred by a "Catastrophe management firm" in the performance of "Catastrophe management services" for the "insured";
2. expenses for printing, advertising, mailing of materials or travel by directors, officers, employees or agents of the "insured" or the "Catastrophe management firm" incurred at the direction of a "Catastrophe management firm"; expenses to secure the scene of a "Catastrophe management event"; or
3. medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs and approved by us, incurred by or advanced to third parties directly harmed by the "Catastrophe management event".

"Catastrophe management costs" do not include any defense costs.

"Key executive" means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the "insured" is a partnership) or sole proprietor (if the "insured" is a sole proprietorship) of the "insured". A "key executive" also means any other person holding a title designated by you, approved by us, and shown by endorsement to this policy.

- G. Solely for the purposes of this endorsement, the word "occurrence" shall be deemed to include an offense under Coverage B. Personal and Advertising Injury.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



**AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY
INFORMATION FOR POLICYHOLDERS TO HELP YOU IN THE EVENT OF A
CLAIM FOR CATASTROPHE MANAGEMENT COVERAGE**

A CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT is attached to your Airport Owners and Operators General Liability Policy from Chubb Airport & Special Risks.

This informational notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the Catastrophe Management Coverage endorsement.*

Please read your policy, and the endorsements attached to your policy, carefully. When this endorsement is attached to your policy:

- Insurance is provided for covered catastrophe management costs arising out of a "catastrophe management event" as defined in the endorsement.
- In order to activate your catastrophe management coverage (make a claim), you must call the following toll free number:

1-877-366-3747

- If you attempt to report directly to a firm that provides catastrophe management services on our behalf, you will be re-directed to the toll free number shown above.
- Please be prepared to provide the following information:
 - Caller's name, title and contact telephone number
 - Name of Insured
 - Policy Number
 - A description of the incident
 - Any witnesses
 - Property, Product or Vehicle Information
 - Incident Location
 - Contact Person
 - Number and nature of bodily injuries (including any fatalities and the number of people injured)
 - Current status of the situation

**The coverage description in this notice is a summary only. It is not part of the policy and does not amend or alter your policy. Please see your policy for actual terms and conditions.*

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

DATE RECOGNITION EXCLUSION CLAUSE

This policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:

- the change of year from 1999 to 2000; and/or
- the change of date from 21 August 1999 to 22 August 1999; and/or
- any other change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATE RECOGNITION LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium at which policy is written, it is understood and agreed that the Date Recognition Exclusion Endorsement – AAP 256 (11/99) shall not apply to any "bodily injury" or "property damage" coverage provided by this policy, subject to the following provisions:

1. The term "property damage", as respects the insurance afforded by this endorsement, is re-defined as follows:

"Property damage" means physical injury to tangible property, including all resultant loss of use of that property. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
2. The insurance afforded by this endorsement shall not apply with respect to any coverage for which this policy indicates the existence of underlying insurance.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION - LOUISIANA

It is agreed that:

1. SECTION II - COMMON COVERAGE EXCLUSIONS is amended by adding the following new exclusion:

"Fungi" or Bacteria

This policy does not coverage claims directly or indirectly occasioned by, happening through or in consequence of:

- (a) injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (b) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

2. The following definition is added to SECTION VI - DEFINITIONS:

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

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS OR ASBESTOS-CONTAINING MATERIALS OR PRODUCTS
EXCLUSION ENDORSEMENT - LOUISIANA**

1. SECTION II - COMMON COVERAGE EXCLUSIONS is amended by adding the following exclusion:

Asbestos

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of asbestos or asbestos-containing materials.
2. This policy does not cover any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, asbestos or asbestos-containing materials or products, by any insured or by any other person or entity.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

**AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY**

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".
2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter "TRIA") exceed \$100 billion in a calendar year and we have met our insurer deductible under TRIA, we are not liable for payment for any part of such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.
3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria for a "certified act of terrorism" include the following:
 - A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed as part of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion.
4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF "BODILY INJURY" ENDORSEMENT

SECTION VI - DEFINITIONS is amended by adding the following to subsection 6., the definition of "bodily injury":

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

All other terms and conditions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF NOISE AND POLLUTION AND OTHER
PERILS EXCLUSION ENDORSEMENT - LOUISIANA**

1. SECTION VI, DEFINITIONS, is amended by adding the following new definitions:

"Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

"Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, or infectious or medical waste.

"Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

2. SECTION II, COMMON COVERAGE EXCLUSIONS, is amended at subsection A. NOISE AND POLLUTION AND OTHER PERILS, by deleting part (b) in its entirety and replacing it with the following:

(b) "Pollution" or contamination of any kind whatsoever;

3. SECTION II, COMMON COVERAGE EXCLUSIONS, is amended at subsection A. NOISE AND POLLUTION AND OTHER PERILS, by adding the following new sub-part:

any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "pollutants" or "waste".

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

1. Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
 - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
 - (b) is not otherwise excluded by this policy.
2. Additional definition:

"Act of terrorism" means an act that is:

 - (a)
 - (1) dangerous to human life; or
 - (2) property; or
 - (3) infrastructure; and
 - (b) committed by an individual or individuals; and
 - (c) seen as part of an effort to:
 - (1) coerce a civilian population; or
 - (2) influence the policy or affect the conduct of any government by coercion.
3. Multiple "acts of terrorism" which occur in a seventy-two hour period and which appear to:
 - (a) be carried out in concert; or
 - (b) have a related purpose; or
 - (c) have common leadership

shall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA AND SILICA-RELATED DUST EXCLUSION

It is agreed that:

1. SECTION I - COVERAGES is amended at COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions by adding the following new exclusion:

Dust or Particulate Matter

This insurance does not apply to:

- (1) "Bodily injury" arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.; or
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, such dust or particulate matter, by any insured or by any other person or entity;

unless caused by or resulting in a crash, fire, explosion or collision or recorded in-flight emergency causing abnormal aircraft operation.

2. The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, loss, liability, or legal obligation.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

MUTUAL AID ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium paid, it is understood and agreed that:

1. Section VI, Definitions, is amended at subsection 4, the definition of "Airport operations", by adding the following after the word "airport":

, including, but not limited to, such ownership, maintenance, use or provision of premises, services and facilities as are required by the Mutual Aid Interlocal Agreement or Mutual Aid Agreement described in the Schedule below.

SCHEDULE

1. The Mutual Aid Interlocal Agreement or Mutual Aid Agreement is entered into between the Named Insured and:
Any agreement for fire and/or police aid or support entered into by the Named Insured and any State, City, County or other governmental subdivision for the purpose of mutual aid.
 2. The Mutual Aid Interlocal Agreement or Mutual Aid Agreement is dated:
As stated and signed too, within the above agreements.
2. Section I, Coverages, is amended at Coverage A, Exclusions, subsection 2.f.(2) by adding the following after the word "emergency":

or operating pursuant to a Mutual Aid Interlocal Agreement or Mutual Aid Agreement;

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

LAND ACQUISITION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

In consideration of the premium at which this policy is written, it is understood and agreed that Section VI, Definitions, is amended at Subsection 4, the definition of "Airport operations", by adding the following after the word "airport":

, including but not limited to the acquisition of land by the Named Insured in accordance with the Description of Land Acquisition identified in the Schedule of this endorsement.

SCHEDULE

Description of Land Acquisition:

All land acquired as part of the Insured's Airport Master Plan.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

NATIONAL INCIDENT MANAGEMENT SYSTEM / NATIONAL RESPONSE PLAN
NIMS AGREEMENT ENDORSEMENT
(INCLUDING OFF-AIRPORT), WITH SUB-LIMITS

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS
GENERAL LIABILITY POLICY.

In consideration of premium paid, it is agreed that:

1. SECTION VI - DEFINITIONS is amended as follows:

a. The following new definition is added:

"NIMS agreement" means a written agreement between you and a governmental or nonprofit entity:

- (1) under which you provide resources, facilities, services, and other required support to that entity during and after an emergency or disaster, and
- (2) that is made according to the National Incident Management System and National Response Plan published by the United States Department of Homeland Security on March 1, 2004.

b. The following is added to Subsection 4:

"Airport operations" also means the ownership, maintenance, use or provision by you of premises, services, and facilities that are not necessary or incidental to the operation of the "airport", but which you are required to do by a "NIMS agreement".

2. The following sub-limits apply to any "occurrence" or offense that happens off an "airport" and results from the provision of premises, services and facilities that:

- a. are not necessary or incidental to the operation of the "airport", but
- b. which you are required to do by a "NIMS" Agreement".

These sub-limits are included in the corresponding Limits of Insurance shown in the Declarations, and are not in addition to those Limits:

Products-Completed Operations Aggregate Sub-Limit	\$ 50,000,000
Personal Injury and Advertising Injury Aggregate Sub-Limit	\$ 50,000,000
Malpractice Aggregate Sub-Limit	\$ 50,000,000
Each Occurrence Sub-Limit	\$ 50,000,000
Fire Damage Sub-Limit Any One Fire	\$ 50,000
Medical Expense Sub-Limit Any One Person	\$ Not Insured
Hangarkeepers Sub-Limit Any One Occurrence	Not Insured
Hangarkeepers Sub-Limit Any One Aircraft	Not Insured
Non-Owned Aircraft Liability Sub-Limit Any One Occurrence	Not Insured

All other terms and conditions of this policy remain unchanged

Authorized Representative

Endorsement No. 027

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

1. The following definition is added to SECTION VI – DEFINITIONS:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. The following exclusion is added to SECTION I – COVERAGES, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

This insurance does not apply to "personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

All other terms and conditions remain unchanged.

Authorized Representative

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO SUPPLEMENTARY PAYMENTS (COURT COSTS) ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D AND E is amended by deleting subsection 5. and replacing it with the following:

5. all court costs taxed against the insured.

All other terms and conditions remain unchanged.

Authorized Representative

LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

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. NOTICE OF CANCELLATION

a. CANCELLATION OF POLICIES IN EFFECT FOR FEWER THAN 60 DAYS AND 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 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 this item 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) 20 days before the effective date of cancellation if we cancel for a reason described in b. (2) through (7) above.

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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By ACE Property and Casualty Insurance Company

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. **PREMIUM REFUND**

If this policy is cancelled, we will send the first Named Insured any premium refund due, subject to paragraphs 5.a. and 5.b. 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 may be less than pro rata, and will be sent to the first Named Insured within 30 days after the effective date of cancellation. 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

- B 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, 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 at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
Issued to City of Baton Rouge
By ACE Property and Casualty Insurance Company

LOUISIANA CHANGES

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

- A) It is understood and agreed that item 3. of Section V - Conditions is deleted and replaced with the following:

3. Legal Action Against Us

A person or organization may bring a "suit" against us including, but not limited to, a "suit" to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable LIMIT OF INSURANCE. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



Chubb Producer Compensation
Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

This Endorsement effective January 1, 2025
forms part of Policy Number AAP N00974274 018
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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

FRAUD NOTICE

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

NOTICE TO POLICYHOLDERS

Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</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>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p>WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 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.

NOTICE TO POLICYHOLDERS

Pennsylvania	<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>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	<p>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.</p>
Rhode Island	<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>
Tennessee	<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>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	<p>Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
Virginia	<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>
Washington	<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>
West Virginia	<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>
All Other States	<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>

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

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

Our Privacy Promise

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

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

Collection and Sources of Information

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

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

NOTICE TO POLICYHOLDERS

- 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

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

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.



Regulatory Office

Dept: Regulatory
505 Eagleview Blvd., Suite 100
Exton, PA 19341-1120
(800) 688-1840

INSURANCE COMPANY PROVIDING COVERAGE: Indian Harbor Insurance Company

**POLICE PROFESSIONAL LIABILITY INSURANCE
DECLARATIONS - (OCCURRENCE)**

POLICY NUMBER: PPL0952484-07 **RENEWAL OF:** PPL0952484-06

NOTICES

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. GENERALLY, DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

Item 1. **NAMED INSURED:**
Greater Baton Rouge Metropolitan Airport District

ADDRESS:
9430 Jackie Cochran Drive
3rd Floor Administration
Baton Rouge, LA 70807

Item 2. **POLICY PERIOD:** (a) Inception Date: 03/02/2025 (b) Expiration Date: 03/02/2026
(12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. **LIMITS OF LIABILITY:**

(a) **Each Law Enforcement Occurrence Limit Of Liability**

\$ 1,000,000 **Company's maximum Limit of Liability for all Loss, each Law Enforcement Occurrence;**

(b) **Policy Aggregate Limit of Liability**

\$ 1,000,000 **Company's maximum aggregate Limit of Liability for all Loss from all Claims, all Law Enforcement Occurrences.**

Item 4. **RETENTION**

\$ 10,000 each and every **Law Enforcement Occurrence**

Item 5. NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

AXA XL Claims
P.O. Box 211547
Dallas, TX 76211

Phone: 972.383.7186
Fax: 972.383.7177
Email: proclaimnewnotices@axaxl.com

Item 6. POLICY PREMIUM: \$33,588.00

Total Policy Premium: \$33,588.00

Item 7. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 0417

Item 8. PRODUCER NAME: Professional Governmental Underwriters, LLC
ADDRESS: 4870 Sadler Road, Suite 102
CITY, STATE, ZIP: Glen Allen, VA 23060

**THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION
CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO
THIS INSURANCE.**

01/18/2025

Date



Authorized Representative

IN WITNESS

INDIAN HARBOR INSURANCE COMPANY

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

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

All other provisions remain unchanged.

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



Lucy Pilko
President



Toni Ann Perkins
Secretary

SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
PN CW 01	2022-01-01	Notice to Policyholders - Fraud Notice
PN CW 02	2019-01-01	Notice to Policyholders - Privacy Policy
PN CW 05	2019-05-01	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OF
PGU PPL OCC 2000	2019-08-01	Police Professional Liability Declarations Page - Occurrence
IL MP 9104 0124 IHIC	2024-01-01	In Witness
PGU 2002	2017-04-01	Schedule of Policy Forms and Endorsements
PGU PPL OCC 2001	2017-04-01	Police Professional Liability Occurrence Policy
PGU PPL OCC 1022	2017-04-01	Defense Expenses Paid within the Limits of Liability
PGU PPL OCC 1051	2017-04-01	Minimum Earned Premium
PGU PPL 1086	2017-04-01	Line of Duty Death Coverage - Family Expenses and Crisis Management Expenses
PGU 1133	2022-01-01	US Professional Indemnity - Cyber Exclusion
XL-LASOP	2010-11-01	Service of Process

**POLICE PROFESSIONAL LIABILITY
INSURANCE COVERAGE FORM
(OCCURRENCE)**

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POLICE PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM (OCCURRENCE)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words "**You**" and "**Your**" refer to the **Named Insured**. The words "**We**", "**Us**", "**Our**" and the "**Company**" refer to the **Company** providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section E. **DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Police Professional Liability

We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** against an **Insured** for a **Law Enforcement Occurrence** that takes place during the **Policy Period**.

2. Supplemental Payments

We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by an **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** shall pay shall be \$500 per day, per **Insured**. Such "expenses" shall not include salaries paid to **Your** officials, officers or employees.

3. Emergency Medical Expenses Coverage

We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by an **Insured** or charged to the **Insured** by third parties, for first aid or emergency medical care or assistance rendered to a person in connection with a **Law Enforcement Occurrence** resulting in **Bodily Injury** that is covered under this Policy.

B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend a **Claim** against an **Insured** for a **Law Enforcement Occurrence** covered under Insuring Agreement A.1., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.

2. For any **Claim** **We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and to enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:

a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus

- b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.

C. LIMITS OF LIABILITY / RETENTION

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability is limited as follows:

1. Each Occurrence Limit of Liability:

The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from all **Claims** for each **Law Enforcement Occurrence** covered under Insuring Agreement A.1. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the Limits of Liability.

2. Policy Aggregate Limit of Liability:

The amount set forth in Item 3.(b) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered by this Policy.

3. Retention:

Our obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.
3. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**; any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**; or any action taken in contemplation or anticipation of any such regulation, order, direction or request; provided that this exclusion shall not apply to the handling or use of tear gas, mace, pepper spray or any similar substance used by an **Insured** in the ordinary course of **Law Enforcement Activities**.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay.
5. An actual or alleged **Employment Practices Wrongful Act**.
6. The actual or alleged performance of or failure to perform medical services by an **Insured** or any person or entity for whom an **Insured** may be legally liable; provided that this exclusion will not apply to any **Insured** who, in good faith, renders first aid or emergency medical care or assistance to any ill or injured person that results in **Personal Injury** or **Bodily Injury** otherwise covered under this Policy.
7. Liability assumed by an **Insured** under any contract or agreement; provided that this exclusion shall not apply to liability assumed in an **Insured Contract** where the **Law Enforcement Occurrence** occurs after the execution of such **Insured Contract**, or liability that the **Insured** would have had in the absence of the contract or agreement.
8. For **Personal Injury**, **Bodily injury**, or **Property Damage** sustained by any paid full time or part time and/or auxiliary or volunteer law enforcement officer of the **Named Insured** directly or indirectly related to his or her employment by the **Named Insured**.
9. **Property Damage** or **Bodily Injury** arising from the ownership, maintenance, operation, use, entrustment to others, **Loading or Unloading** or negligent entrustment of any **Auto**, watercraft, aircraft (including **Unmanned Aircraft**), motorcycle or other motorized means of transportation owned or operated by, or rented or loaned to, any **Insured** or operated by any person in the course of his or her employment for the **Insured**.
10. **Property Damage** to property owned or rented by, loaned to, or occupied by, any **Insured**; premises that have been sold, given away, or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises; or property in the **Insured's** care, custody and control. This exclusion shall not apply to property of persons, other than **Insureds**, at the time of arrest, custody or incarceration.
11. The actual or alleged transmission of, or exposure to, any communicable disease, including, but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis or hepatitis.
12. The performance of any law enforcement-related professional services by any **Insured** for any entity or individual other than **You**; provided, however, that this exclusion shall not apply if such professional services constitute **Law Enforcement Activities**.

E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.
2. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
3. **Bodily Injury** means physical injury, mental anguish, emotional distress, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **Claim** means:
- a. A written demand for monetary damages;
 - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Law Enforcement Occurrence**;
 - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
 - d. A criminal proceeding that is commenced by the return of an indictment or similar document;
 - e. An administrative or regulatory proceeding or investigation, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
 - f. An arbitration proceeding or other alternative dispute resolution proceeding, in which monetary damages are claimed and to which the **Insured** must submit or does submit with **Our** consent.
5. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. Defense Expenses does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.
6. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **Your** past or present Employees or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:
- a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 - b. Harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
 - c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
 - d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;
 - e. Retaliatory action in response to that employee's:
 - (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
 - (2) actual or attempted exercise of any right that employee has under law;
 - (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law;

- f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
 - g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
 - h. Breach of a contract to commence or continue employment with **You**.
7. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
8. **Insured** means:
- a. **You**;
 - b. **Your** past, present or future, full or part-time employees;
 - c. **Your** past, present or future, lawfully elected, appointed or employed officials, but only with respect to liability arising out of **Law Enforcement Activities**;
 - d. Past, present or future auxiliary and volunteer law enforcement officers, and reserves serving under **Your** direction and control, with respect to liability arising out of **Law Enforcement Activities**;
 - e. In the event of death, incapacity or bankruptcy of a natural person Insured such Insured's estates, heirs, legal representatives or assigns but only in connection with a **Claim** arising from an alleged **Law Enforcement Occurrence** caused by such natural person Insured;
 - f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Law Enforcement Occurrences** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**;
 - g. The political subdivision in which **You** are located, and **Your** elected, appointed or employed officials, but only with respect to vicarious liability arising out of **Your Law Enforcement Activities**;
 - h. If **You** are providing **Law Enforcement Activities** for an educational institution, the educational institution and its employees and administrators are Insureds, but only with respect to vicarious liability arising out of **Your Law Enforcement Activities**.
9. **Insured Contract** means a written mutual law enforcement assistance agreement between **You** and another government entity or political subdivision under which **You** assume the tort liability of such government entity or political subdivision to pay for **Personal Injury, Bodily Injury or Property Damage**.
10. **Law Enforcement Activities** means:
- a. Law enforcement-related duties conducted by any **Insured** for or on behalf of **You**;
 - b. **Off-Duty Activities**;
 - c. Law enforcement assistance rendered by an **Insured** pursuant to an **Insured Contract**; or
 - d. Any special event or activity conducted by an **Insured** for or on behalf of **You**; provided that there is no increase in staffing for **You** due to such special event or activity.

11. **Law Enforcement Occurrence** means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which takes place during the **Policy Period** and results in:
- a. **Personal Injury**, and which arises out of, and is committed during the course and scope of, **Law Enforcement Activities**;
 - b. **Bodily Injury** or **Property Damage**, and which arises out of the ownership, maintenance or use of **Premises** by the **Insured** for the purpose of conducting **Law Enforcement Activities**; or
 - c. **Bodily Injury** or **Property Damage**, and which results from an actual or alleged act, error or omission, neglect or breach of duty by an **Insured** that arises out of, and is committed during the course and scope of **Law Enforcement Activities**.
12. **Loading or Unloading** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
 - b. While it is in or on any aircraft, watercraft or **Auto**; or
 - c. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered.
- Loading or Unloading shall not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.
13. **Loss** means any monetary amount an **Insured** is legally obligated to pay as a result of a **Law Enforcement Occurrence** covered by this Policy, including but not limited to judgments and settlements, pre-judgment interest and post-judgment interest. Loss does not include **Defense Expenses**, fines, taxes or penalties; punitive or exemplary damages or the multiplied portion of a multiple damages award; amounts that may be deemed uninsurable under the law pursuant to which this Policy is construed; or relief or redress in any form other than monetary damages, including the cost of complying with any injunctive, declaratory or equitable relief, remedy or order.
14. **Named Insured** means the entity set forth in Item 1. of the Declarations.
15. **Off-Duty Activities** means departmentally approved, law enforcement-related, off-duty activities or services performed by an **Insured**, or employment of an **Insured** for an entity other than **You**, as disclosed on the **Application** for this Policy.
16. **Personal Injury** means the following:
- a. Assault and battery;
 - b. Discrimination, where insurable by law;
 - c. False arrest, detention or imprisonment;
 - d. Malicious prosecution;
 - e. Erroneous, false or improper service of process;
 - f. Humiliation or mental distress;

- g. The publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy, except publications or utterances in the course of telecasting activities by or on behalf of the **Insured**;
 - h. Violation of civil rights protected under 42 USC 1981 et seq. or under any similar state civil rights law;
 - i. Violation of property rights; and
 - j. Wrongful entry, eviction, or other invasion or denial of the right to public or private occupancy.
- 17. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.
- 18. **Pollutant** means any of the following:
 - a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
 - b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
 - c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
 - d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.

Pollutant shall not include heat, smoke or fumes resulting from a **Hostile Fire** at or from the **Premises**.
- 19. **Premises** means the following, if located in the continental United States:
 - a. The location designated in Item 1. of the Declarations, including the ways and means adjoining such premises on land;
 - b. Any jail, holding cell, detention or lock-up facility, owned or leased by, and operated by, **You** at the location designated in Item 1. of the Declarations; and
 - c. Any other location specifically scheduled in an endorsement to this Policy.
- 20. **Property Damage** means physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or the loss of use of tangible property that has not been physically injured or destroyed.
- 21. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).
- 22. **Unmanned Aircraft** means an aircraft that is designed, manufactured, or modified after it is manufactured, to be controlled remotely by a person outside the aircraft.

F. CONDITIONS

1. Other Insurance:

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to claims for bodily injury, personal injury or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

2. Cooperation:

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

3. Subrogation:

We will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

4. Notice of Claims and Law Enforcement Occurrence:

- a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of any **Law Enforcement Occurrence** that may subsequently give rise to a **Claim**, including a description of the **Law Enforcement Occurrence**, the identities of the potential claimants, the consequences that have resulted or may result from such **Law Enforcement Occurrence**, the damages that have resulted or may result from such **Law Enforcement Occurrence** and the circumstances by which the **Insured** first became aware of such **Law Enforcement Occurrence**.
- b. As a further condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of any **Claim**, with full details, as soon as practicable after such **Claim** is made and **Your** senior officer, official or administrator becomes aware of such **Claim**.
- c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the Declarations.

- d. All **Loss** from **Claims** based on or arising out of the same act or interrelated acts of one or more **Insureds**, or the same or interrelated **Law Enforcement Occurrences** will be deemed to arise out of a single **Law Enforcement Occurrence**, which **Law Enforcement Occurrence** shall be deemed to take place at the time of the first event resulting in **Personal Injury, Bodily Injury or Property Damage**, and only one Each Occurrence Limit of Liability, and only one Retention, will be applicable to all such **Loss**.

All **Loss** from **Claims** based on or arising out of (1) a riot, (2) a civil disturbance resulting in an official proclamation of a state of emergency, (3) a temporary curfew, or (4) martial law, will be deemed to arise out of a single **Law Enforcement Occurrence**.

5. **Cancellation; No Obligation to Renew:**

- a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time cancellation by **You** is effective or as soon as practicable thereafter. If **Our** maximum aggregate Limit of Liability, as set forth Item 3.(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned.
- c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

6. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

7. **Separation of Insureds; Protection for Innocent Insureds:**

- a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
- (1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and
 - (2) with respect to **You**, if, and only if, **Your** Chief of Police or Deputy Chief of Police, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.

- b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section D. of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.

8. **No Action against Us:**

- a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.
- b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

9. **Inspection and Surveys:**

- a. **We** have the right, but are not obligated to:
 - (1) make inspections and surveys at any time;
 - (2) give reports on the conditions **We** find; and
 - (3) recommend changes to the **Insured**.
- b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. **We** do not undertake any duty to provide for the health or safety of any person and **We** do not represent or warrant that conditions are safe or healthful, or comply with any laws, regulations, codes or standards.
- c. This condition applies to **Us** and any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations on **Our** behalf.

10. **Insolvency of Insured:**

We will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.

11. **Non-Accumulation of Limits:**

If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.

12. **Territory:**

This Policy applies to **Law Enforcement Occurrences** committed by an **Insured**, or to any **Claim** brought against any **Insured**, anywhere in the world.

13. **Authorization and Notices:**

The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.

14. **Changes:**

This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** 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 part of this Policy.

15. **Assignment:**

No assignment of interest under this Policy will bind **Us** without **Our** consent.

16. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

17. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

18. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the Policy Period. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the **Company's** invoices.

19. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

20. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, We have caused this Policy to be executed on the Declarations Page.

DEFENSE EXPENSES PAID WITHIN THE LIMITS OF LIABILITY

This Endorsement, effective at 12:01 a.m. on 03/02/2025, forms part of

Policy No.: PPL0952484-07

Issued to: Greater Baton Rouge Metropolitan Airport District

Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

- I. The Caption at the top of the Declarations is amended to read as follows:

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. DEFENSE EXPENSES ARE WITHIN AND WILL REDUCE THE LIMITS OF LIABILITY.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

- II. Section **C. LIMITS OF LIABILITY / RETENTION**, Item 1. and 2. are amended to read as follows:

1. Each Occurrence Limit of Liability:

The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** and **Defense Expenses** in excess of the Retention set forth in Item 4. of the Declarations resulting from all **Claims** for each **Law Enforcement Occurrence** covered under Insuring Agreement A.1. The payment of **Defense Expenses** shall be within, and will reduce, the Limits of Liability.

2. Policy Aggregate Limit of Liability:

The amount set forth in Item 3.(b) of the Declarations is the most **We** will pay for all **Loss** and **Defense Expenses** resulting from all **Claims** covered by this Policy.

- III. Section **F. CONDITIONS**, Item 5.b. is amended to read as follows:

- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time cancellation by **You** is effective or as soon as practicable thereafter. If **Our** maximum aggregate Limit of Liability, as set forth Item 3.(b) of the Declarations, is exhausted by the payment of **Loss** and/or **Defense Expenses**, the entire premium will be deemed fully earned and **We** shall no longer be obligated to make any further payments under this Policy.

IV. Item 3. LIMITS OF LIABILITY of the Declarations is amended to read as follows:

Item 3. LIMITS OF LIABILITY:

- (a) Each **Law Enforcement Occurrence** Limit Of Liability
\$ 1,000,000 **Company's** maximum aggregate Limit of Liability for each **Law Enforcement Occurrence** for all **Loss** and **Defense Expenses** for which this Policy provides coverage.
- (b) Policy Aggregate
\$ 1,000,000 **Company's** maximum aggregate Limit of Liability for all **Loss** and **Defense Expenses** from all **Claims**, all **Law Enforcement Occurrences**, and all other costs and expense incurred within limits, for which this Policy provides coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



(Authorized Representative)

ENDORSEMENT NO. _____

MINIMUM EARNED PREMIUM

This Endorsement, effective at 12:01 a.m. on 03/02/2025 , forms part of

Policy No.: PPL0952484-07

Issued to: Greater Baton Rouge Metropolitan Airport District

Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

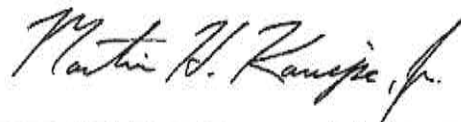
Section **F. CONDITIONS**, Item 5. **Cancellation; No Obligation to Renew**, Paragraph b. is deleted in its entirety and replaced as follows:

b. **You** may cancel this Policy by mailing **Us** written notice stating when, no later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, the earned premium amount to be retained by **Us** will be the greater of:

- (1) The amount computed in accordance with the customary short rate table and procedure;
- (2) 25 % of the total policy premium shown in Item 6. of the Declarations; or
- (3) \$1,500.00 .

Premium adjustment may be made either at the time that cancellation by the **Named Insured** is effective or as soon as practicable thereafter. If **Our** maximum aggregate Limit of Liability, as set forth Item 3.(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned.

All other terms, conditions and limitations of this Policy shall remain unchanged.



(Authorized Representative)

**LINE OF DUTY DEATH COVERAGE
FAMILY EXPENSES AND CRISIS MANAGEMENT EXPENSES**

This Endorsement, effective at 12:01 a.m. on 03/02/2025, forms part of

Policy No.: PPL0952484-07

Issued to: Greater Baton Rouge Metropolitan Airport District

Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

I. Section **A. INSURING AGREEMENTS** is amended by the addition of the following:

4. Line of Duty Death Coverage:

We will reimburse **You**, subject to the applicable Limit of Liability set forth below, for those **Family Expenses** and **Crisis Management Expenses**, in excess of the applicable Retention, which are actually paid by **You**; provided always that such **Family Expenses** and **Crisis Management Expenses** directly arise from a **Line of Duty Crisis Event** that occurs during the **Policy Period** and is reported to **Us** in accordance with Section VII. of this Endorsement.

II. In addition to the Limits of Liability set forth in Item 3. of the Declarations, the following Limits of Liability shall also apply to the coverage provided pursuant to this Endorsement:

1. Crisis Management and Family Expenses:

An amount up to \$50,000 shall be the maximum amount reimbursed by **Us** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by **You** and resulting from each **Line of Duty Crisis Event**, regardless of the number of law enforcement officers whose death may result from such **Line of Duty Crisis Event**;

2. Aggregate Amount Payable:

An amount up to \$100,000 shall be the maximum amount reimbursed by **Us** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by **You**, for all **Line of Duty Crisis Events** which occur during the **Policy Period**.

III. The following Retention shall apply to all **Family Expenses** and **Crisis Management Expenses** for which reimbursement is sought pursuant to this Endorsement:

Retention: \$0 each and every **Line of Duty Crisis Event**.

IV. Solely with respect to the coverage provided pursuant to this Endorsement, the following definitions shall apply:

1. **Line of Duty Crisis Event** means:

The occurrence of a felony criminal act, during which a law enforcement officer who:

- a. Qualifies as an **Insured** under this Policy;

- b. While on-duty, received a call to respond to such felony criminal act from the **Named Insured** and was under the direct supervision of **You** during the response to such felony criminal act; and
 - c. Sustains an injury which directly results in the law enforcement officer's death (a Fatal Injury).
2. **Crisis Management Expenses** means the reasonable and necessary fees and expenses paid or incurred by **You** in response to a **Line of Duty Crisis Event**. Such expenses must be for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Named Insured** arising from such **Line of Duty Crises Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to the **Named Insured**.

Provided, however, that Crisis Management Expenses shall not include:

- a. Any fees or expenses related to civil or criminal investigations, civil or criminal proceedings, administrative proceedings or hearings, or litigation;
 - b. **Your** overhead expenses or any salaries, wages, fees or any contractual benefits of **Employees** (including but not limited to any life insurance or disability benefits, or any insurance premium payments for which **You** are contractually liable); or
 - c. The cost of medical, psychiatric or counseling services, regardless of the actual payee for such services or payments and whether or not made as a voluntary payment by **You** and even if provided by a **Crisis Management Firm**.
3. **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired or appointed by **You** to perform or provide the services described above in Definition 2. above.
4. **Family Expenses** means reasonable and necessary amounts paid or incurred by **You** and directly resulting from the **Line of Duty Crisis Event**, to compensate or reimburse any natural or adoptive parent, legal guardian, spouse, or child of a law enforcement officer whose death resulted from a **Line of Duty Crises Event**.

For the purpose of this definition, the following are deemed to be reasonable and necessary amounts:

- a. Funeral expenses;
- b. Burial costs;
- c. Coach air transportation or ground transportation and standard class hotel accommodations for members of the law enforcement officer's immediate family to attend services for the officer; or
- d. Any other expenses or disbursements as approved by both the **Named Insured** and **Us** in advance.

- V. Section **D. EXCLUSIONS**, Item 8. shall not apply with respect to any coverage specifically afforded pursuant to this LINE OF DUTY DEATH COVERAGE Endorsement.

VI. Additional Exclusions:

No coverage shall be available to **You** pursuant to this Endorsement for any **Line of Duty Crisis Event** arising from or relating to:

1. The ownership, maintenance, operation, use or entrustment to others of an **Auto**;
2. An actual or attempted suicide by the law enforcement officer;
3. Acts, whether intentional or not, by members of the law enforcement officer's immediate family members or members of the law enforcement officer's household; or
4. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution, or **Terrorism**.

No coverage shall be available to the **Named Insured** pursuant to this Endorsement, if:

1. The law enforcement officer suffers a heart attack or stroke more than seventy-two (72) hours after the **Line of Duty Crisis Event**, which causes his death; or
2. The law enforcement officer, either before or after the **Line of Duty Crisis Event**, has conditions, symptoms or treatments related to the Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), or any other communicable disease.

VII. As a condition precedent to coverage under this Endorsement for **Crisis Management Expenses** and **Family Expenses**:

1. The **Line of Duty Crisis Event** must take place during the **Policy Period**;
2. The death of the law enforcement officer must occur within six (6) months from the date of the **Line of Duty Crisis Event**;
3. **Family Expenses** must be paid or incurred by **You** within sixty (60) days after the date of death of the law enforcement officer;
4. **Crisis Management Expenses** must be paid or incurred by **You** on or after the date of the **Line of Duty Crisis Event** and within one hundred and eighty (180) days after the date or death of the law enforcement officer;
5. **You** must notify **Us**, in writing, as soon as practicable after the **Crisis Management Event** and no later than sixty (60) days after the date the death of the law enforcement officer takes place, and provide a complete and detailed summary of the **Crisis Management Expenses** and **Family Expenses** incurred or expected to be incurred;
6. Written notice to **Us** must be as complete as possible, stating how, when and where such **Line of Duty Crisis Event** took place, the name of the law enforcement officer whose death resulted therefrom, the nature of the Fatal Injury sustained, and the date of death.
7. All **Crisis Management Expenses** and **Family Expenses** for which reimbursement is being requested by **You** must be submitted to **Us** with a detailed explanation as soon as practicable and no later than ninety (90) days after from the date that such expenses are paid or incurred.

VIII. **We** will be permitted, but not obligated, to request an independent autopsy of the law enforcement officer, as allowed by law and at its own expense, prior to making any payments or reimbursements to **You** under this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, reading "Martin H. Kausje, Jr." with a stylized, cursive script.

(Authorized Representative)

ENDORSEMENT NO. _____

US PROFESSIONAL INDEMNITY - CYBER EXCLUSION

(Cyber Act, Cyber Incident and Data Breach exclusion)

This Endorsement, effective at 12:01 a.m. on 03/02/2025 , forms part of

Policy No. PPL0952484-07

Issued to Greater Baton Rouge Metropolitan Airport District

Issued by Indian Harbor Insurance Company

In consideration of the premium charged:

1. This Policy shall not apply to any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a:
 - a. **Cyber Act;**
 - b. **Cyber Incident;** or
 - c. **Data Breach.**
2. For the purposes of this endorsement, the following terms shall have the meanings set forth below:
 - a. **"Computer System"** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
 - b. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
 - c. **"Cyber Incident"** means:
 - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
 - d. **"Data Breach"** means:
 - i. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

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

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, reading "Martin H. Kausje, Jr." with a stylized, cursive script.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 a.m. 03/02/2025 , forms a part of Policy No. PPL0952484-07
issued to Greater Baton Rouge Metropolitan Airport District DBA: City of Baton Rouge, Parish of
by Indian Harbor Insurance Company

SERVICE OF PROCESS

The Secretary of the State of Louisiana is hereby designated the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit or proceeding arising out of this policy. The Company further designates:

Sarah Mims
Assistant Secretary
505 Eagleview Boulevard, Suite 100
Exton, Pennsylvania 19341-0636

as its agent in Louisiana to whom such process shall be forwarded by the Secretary of State.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

Vehicles Covered



IMPERIUM INSURANCE COMPANY

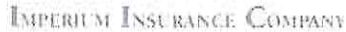
POLICY NO. ILR18-01971-01

SCHEDULED OF COVERED AUTOS YOU OWN

COMMERCIAL AUTO

Important: In all columns having double captions, show information in same order as captioned.

A u t o N o	DESCRIPTION OF AUTO			Insurance is provided only for coverages for which a specific premium charge is shown.											
	Model Year- Trade Name Body Type- Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Serial No. Radius of Use	Principally Garaged(City) (State)	Liability		UM Coverage	UIM Coverage	P.I.P. Coverage	P.P. Coverage	Med Pay	Physical Damage Coverages				
				Bodily Injury	Property Damage	BI Premium	Premium	Premium	Premium	Premium	Premium	Comprehensive		Collision	
												Stated Amount	Cost New	Deductible	Deductible
														Premium	Premium
1	2008 Chevrolet Pickup Light (Class Code: 03499)	1GNFC16058R224779 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0		\$0 \$0	\$0 \$0	
2	2010 Chevrolet Pickup Light (Class Code: 03499)	1GNMCAE01AR110695 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
3	2011 Chevrolet Pickup Light (Class Code: 03499)	1GC0KVCG7BF211776 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0		\$0 \$0	\$0 \$0	
4	2013 Dodge Pickup Light (Class Code: 03499)	1C6RR6KP8D5596728 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
5	2013 Chevrolet Pickup Light (Class Code: 03499)	1GCNCPEA8DZ285507 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0		\$0 \$0	\$0 \$0	
6	2014 Central Hinch Trailer (Class Code: 68499)	5WJUT1628FL000159 Local (Up to 50 Miles)	Baton Rouge LA			\$0 \$0							\$0 \$0	\$0 \$0	\$0 \$0
7	2015 Dodge Pickup Light (Class Code: 03499)	1C6RR6K16FG626347 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0	\$0	\$0 \$0	\$0 \$0	
8	2015 Nissan SUV Light (Class Code: 03499)	5N1AR2MM6FC709506 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
9	2016 Nissan SUV Light (Class Code: 03499)	5N1AR2MM7GC638852 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0	\$0	\$0 \$0	\$0 \$0	
10	2016 Dodge Pickup Light (Class Code: 03499)	1C6RR7KG4GS371250 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
11	2016 Dodge Pickup Light (Class Code: 03499)	1C6RR6KG4GS382548 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$0	\$0	\$0 \$0	\$0 \$0	
12	2017 Ford Pickup Light (Class Code: 03499)	1FMSK/DH6HGC25188 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
13	2019 Dodge Pickup Light (Class Code: 03499)	1C6JR6AT5KG504250 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$16,500	\$0	\$1,000 \$143	\$1,000 \$428	
14	2019 Dodge Pickup Light (Class Code: 03499)	1C6JR6AT6KG584433 Local (Up to 50 Miles)	Baton Rouge LA			\$176 \$0							\$0 \$0	\$0 \$0	\$0 \$0
15	2019 Ford Pickup Light (Class Code: 03499)	1FT1X2B6XKEF55714 Local (Up to 50 Miles)	Baton Rouge LA	\$7,332		\$176 \$0	\$0	\$0		\$0	\$25,690	\$0	\$1,000 \$192	\$1,000 \$599	



COMMERCIAL AUTO

Insurance is provided only for coverages for which a specific premium charge is shown.

END NO

EXHIBIT C

STATEMENT OF VALUES FOR ALL LOCATIONS

MATON ROUGE, LA.

City of BR, Parish of EBR, Greater BR Airport District, DBA The BR Metropolitan Airport

25-26 SOV 12.17.24 rev.

Address	Occupancy	Building Name	Contents Name	BL/EE	Signs	TOTALS	Construction	Year Built	Sq. Footage	Stories	Sanitized	Updates
4600 Airport Blvd	Mu-Tex Building	\$6,200,000	\$7,500 included			\$ 6,200,000	WAC	2017	24000	1 Y		
4600 Blanchard Hwy	Capitol City Airport Hangar	\$600,000	\$0 included			\$ 600,000	W steel	2003	12000	1 N		
554 Blanchard Hwy	Coil Air Patrol Office Bldg.	\$394,350	\$0 included			\$ 394,350	Block/Steel	1973	2130	1 N		new roof 1992
475 Blanchard Hwy	Hangar/Office building	\$600,000	\$0 included			\$ 600,000	Metal	2004	12000	1 N		no updates
633 Blount Road	Plant Machine Works	\$120,000	\$0 included			\$ 120,000	metal	1989	2400	1 N		no updates
720 Brg Gen Isaac Smith Ave Gen	Vacant	\$50,820	\$0 included			\$ 50,820	modular building	1995	600	1 N		no updates
868 Brg Gen Isaac Smith Ave Gen	Vacant	\$58,300	\$0 included			\$ 58,300	modular building	1995	800	1 N		no updates
230 CE Weckman	Hangar/Office Building	\$635,250	\$0 included			\$ 635,250	Metal	1979	12000	1 N		spray-foam insulation to interior in 2012
421 Clock Wecker	Signature Hangar/Office	\$7,865,624	\$0 included			\$ 2,865,624	metal	1976	36000	1 N		no updates
Electrical V&R	Electrical Vault	\$1354,278	\$0 included			\$ 1,354,278	Block	2003	1000	1 Y		
1666 General Chennault	Maintenance Bldg. Sheriff's Office	\$525,000	\$0 included			\$ 525,000	metal	1993	800	1 Y		no updates
1685 General Chennault	Bldg Sheriff's Office	\$1,265,000	\$0 included			\$ 1,265,000	block	1955	11000	1 N		new roof/partial renovation 2012
211 General Chennault	Real Car Service Center-Avis	\$91,618	\$0 included			\$ 91,618	Metal	1982				
220 General Chennault	Real Car Service Center-Budget	\$72,450	\$0 included			\$ 72,450	metal	1982	1449	1 N		no updates
229 General Chennault	Real Car Service Center-Hertz	\$169,675	\$0 included			\$ 169,675	metal	1982	2157	1 N		no updates
232 General Chennault	Rent Car Serv Center-Avis/Borg	\$59,690	\$0 included			\$ 59,690	Metal	1982				
259 Harriet Quimby Dr.	Dew Corporate Hangar	\$4,725,000	\$0 included			\$ 4,725,000	metal	2010	35050	Y		
490 Jackie Cochran	Airport Terminal & Offices	\$44,337,600	\$1,585,564 included			\$ 45,923,164	FR/MFR	2000	147792	3 Y		renovated 2013
412 Jackie Cochran	Airport Bldg/Bay - Airport Police	\$4,732,150	\$964,564 included			\$ 5,716,714	Brick/Steel	2011	12185	1 Y		
401 Jackie Cochran	Taxi Cab Office	\$58,006	\$0 included			\$ 58,006	Brick/Steel	2004	750	1 N		
430 Jackie Cochran	Car Rental/Ind. Bldg.	\$571,725	\$0 included			\$ 571,725	Brick/Steel	2004	1000	1 N		
436 Jackie Cochran	Air Cargo Bldg.	\$6,250,000	\$0 included			\$ 6,250,000	Steel	2007	50000	1 Y		
450 Jackie Cochran	Airport Annex Building	\$3,858,500	\$317,655 included			\$ 4,176,155	Brick/Steel	2006	10155	1 Y		
450 Jackie Cochran	Water Wall	\$840,000	\$0 included			\$ 840,000	Concrete/Glass	2010				
141 JD Hair	Paint/Storage Bldg.	\$30,746	\$13,213 included			\$ 43,959	Metal	1985	400	1 N		no updates
141 JD Hair	Equipment Shed	\$60,000	\$0 included			\$ 60,000	Metal	1985	1600	1 N		no updates
141 JD Hair A	Equip. Garage Hldg Maint.	\$330,000	\$66,066 included			\$ 396,066	Metal	1985	3100	1 N		no updates
141 JD Hair B	Tractor Shed	\$240,000	\$17,177 included			\$ 257,177	Metal	1985	4800	1 N		no updates
141 JD Hair C	Supply Warehouse/Office	\$250,000	\$79,540 included			\$ 329,540	Metal	1985	5000	1 N		no updates
390 Jimmy Wedell Drive	EBR Sheriff HQ	\$2,650,000	\$0 included			\$ 2,650,000	Brick	1985	20000	1 Y		total renovation completed in 2013
450 Jackie Cochran	Mechanical Bldg.	\$180,575	\$1,123,122 included			\$ 1,313,697	Concrete/Steel	2002				
224 Merle Gustafson Avenue	Roco Racoon Inc	\$76,290	\$0 included			\$ 76,290	Metal	1985	1500	1 N		roof repairs 1990
333 Sally Ride	Car Rental - Parking Garage	\$23,562,000	\$0 included			\$ 23,562,000	Concrete/Steel	2008	294525	1 N		
232 Sally Ride	Public Parking Garage	\$23,562,000	\$0 included			\$ 23,562,000	Concrete/Steel	1998	294525	1 N		no updates
1195 Plank Road ESPO	TS&GS	\$1,120,000	\$0 included			\$ 1,120,000	KC/MWC	1986	5400	3 N		new roof 1995
455 Plank Road	MMR	\$7,020,000	\$0 included			\$ 7,020,000	Metal	2002	39000	1 Y		35 Ton A/C Unit added to roof
240 Veterans Memorial Blvd	Convenience Store	\$400,000	\$0 included			\$ 400,000		1999	1800	1 Y		
240 Veterans Memorial Blvd	Car Wash	\$50,000	\$0 included			\$ 50,000		1999	1100	1		
240 Veterans Memorial Blvd	Canopy	\$25,000	\$0 included			\$ 25,000		1999				
240 Veterans Memorial Blvd	Purple	\$25,000	\$0 included			\$ 25,000		1999				
101 Veterans Memorial Blvd	Roadrunner Towing	\$600,000	\$0 included			\$ 600,000		1982	12000	1 Y		
453 Veterans Memorial Blvd	Department of Health & Hospitals	\$1,686,350	\$0 included			\$ 1,686,350	brick/steel	1971	12972	1 N		Renovation 2012

\$142,392,787

\$4,239,791

\$146,612,578

ALL VALUES & LOCATIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Authorized Representative

Title:

Date:

Total Building Value	\$142,392,787
Total Contents Value	\$4,239,791
Utilities Income Value	\$5,000,000
Leases	\$1,000,000
Guarantee - Scheduled	2,852,316
IV Total Insured Value	\$154,564,894