

PUBLIC SECTOR

Insurance Proposal

October 1, 2025 to October 1, 2026

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS



Table of Contents

Overview	1
The Agency of Brown & Brown, Public Sector	
An Introduction to Your Service Team	
Pollution Liability	2
Broker Recommendation/Premium Recapitulation	3
Notes of Importance	
Compensation Disclosures	
Guide to Best's Ratings	
Items Required Prior to Binding	4
Acceptance of Proposal – Premium Recapitulation	
Acknowledgment of Non-Admitted Carrier	
Signed Pollution Application	
Signed TRIA Form – If Rejecting TRIA	

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, AIDA Public Risk Advisor	(386) 333-6084	Molly.Grande@bbrown.com
Devyn Donley Account Executive	(386) 239-4070	Devyn.Donley@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Pollution Liability

Term: October 1, 2025 to October 1, 2026

Company: Illinois Union Insurance Company
(Rated A+ XV by A.M. Best)

Form: Claims Made

Limits of Liability:

Coverage Section	Limit of Liability	Retention	Retroactive Date
Per Pollution Condition	\$2,000,000	\$25,000 per Pollution Condition	2/1/2012
Aggregate All Pollution Condition	\$3,000,000		

Coverage:

1. Remediation Cost
2. Compensatory Damages
3. Legal Defense Expense

Notes of Importance:

1. Covered sites are all locations listed on the Statement of Values provided to Illinois Union and not excluded by the policy wording.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. Material misrepresentation by the insured voids this policy.
4. No flat cancellation – policy is subject to a 25% minimum earned premium.
5. Premium is not subject to audit.
6. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Requirements that must be met **PRIOR** to binding:

1. Must have completed and signed ACE application.
2. Signed Acceptance/Rejection of TRIA Form

Pollution Liability

Coverage Form & Endorsements include but not limited to:

Form Number:	Form Description:
PF-44887b (08/18)	Premises Pollution Liability Insurance Policy
PF-44897a (01/17)	Automatic Acquisition & Due Diligence (Fungi-Known Conditions) Endorsement • See Endorsement
PF-48608 (01/17)	Business Interruption Coverage Limitations Endorsement • See Endorsement
PF-55008 (03/21)	Communicable, Infectious Or Contagious Diseases Exclusionary Endorsement
PF-48614 (01/17)	Coverage Limitation And Reopener Endorsement • See Endorsement
PF-44916 (09/14)	Covered Storage Tank Schedule (Financial Responsibility) Endorsement • See Endorsement
PF-44927a (01/17)	Exposure-Specific Dedicated Limits for Financial Responsibility (ASTs-Via General Aggregate Sublimit-Annual) Endorsement
PF-44944 (09/14)	Indoor Environmental Conditions Limitations Endorsement • Exclusion
PF-44957 (09/14)	Notice of Cancellation Amendatory (Generic Time Frame) Endorsement • 90 days
PF-54576 (01/21)	Public Entity Coverage Amendatory Endorsement • Retro Date 02/01/2012 • Sublimit \$1M/\$2M • SIR \$25k
PF-44913 (09/14)	Schedule of Covered Locations Schedule Endorsement • See Endorsement
PF-48662 (01/17)	Specific Pollution Conditions Or Indoor Environmental Conditions Exclusionary Endorsement • See Endorsement
SL-44730b (04/23)	Service of Suit Endorsement - Florida
ALL-21101 (11/06)	Trade Or Economic Sanctions Endorsement
LD-5S23I (10/24)	Signatures
SL-24680 (10/09)	Florida Surplus Lines Notification
ALL-20887a (03/16)	Chubb Producer Compensation Practices & Policies
ALL-5X45 (11/96)	Questions About Your Insurance?
ILP 001 01 04	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PF-23728b (02/20)	Terrorism Risk Insurance Act Endorsement (if accepting TRIA)
TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act (if accepting TRIA)
TRIA24a (08/20)	Policyholder Disclosure Notice of Terrorism Insurance Coverage (if rejecting TRIA)

Pollution Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

ACE provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Basic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 34 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Pollution Liability	\$33,414.00	☐	☐
<i>Optional - Estimated Terrorism</i>	\$668.00	☐	☐

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2025. After this date terms and conditions are subject to change by the underwriters.
2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
3. Not all coverages requested may be provided in this quotation.
4. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
5. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
6. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
7. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
8. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
9. Higher limits of liability may be available. Please consult with your agent.
10. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
11. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

DeSoto County Board of County Commissioners

Named Insured

Signature of Insured's Authorized Representative

Date

Illinois Union Insurance Company

Name of Excess and Surplus Lines Carrier

Pollution Liability

Type of Insurance

PPL G71830299 005

Policy Number/Renewal of Policy Number

10/1/2025 – 10/1/2026

Effective/Expiration Date of Coverage

Florida

State

Application**Instructions:**

- Please type or print clearly.
- Answer **ALL** questions completely, leaving no blanks. If any question, or any part thereof, does not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using the Applicant's letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated, and signed by an authorized representative of the Applicant.

Required Attachments, if available:

- Please provide copies of the Applicant's past two (2) years of audited financial statements and annual reports.
- Summary of Environmental Site Assessments/Remediation Reports (past, current, planned) (☐check here if not applicable)
- Tank Inventory Lists (☐check here if not applicable)
- Permit Schedule (☐check here if not applicable) (Air or water/wastewater/stormwater discharge permits, hazardous waste storage permits, on-site disposal permits, etc.)
- Federal, State, Local environmental regulator inspection reports (☐check here if not applicable)
- Copies of Notices of Violations for air or water/wastewater/stormwater discharge violations, solid or hazardous waste violations, etc. (☐check here if not applicable)

The coverage applied for is solely as stated in the policy and any endorsement thereto. This policy provides liability coverage on a CLAIMS-MADE AND REPORTED basis, which covers only claims first made against the insured during the policy period and reported to the insurer, in writing, during the policy period or within thirty days thereafter, unless an extended reporting period applies. This policy also provides first-party coverages on a DISCOVERED AND REPORTED basis, which covers only pollution conditions and indoor environmental conditions, as applicable, first discovered during the policy period and for which a first-party claim is reported to the insurer, in writing, during the policy period or within thirty days thereafter. Finally, this policy provides coverage for EMERGENCY RESPONSE COSTS that is limited by more specific reporting criteria and covers only EMERGENCY RESPONSE COSTS incurred, and reported to the insurer, in writing, within the specific timing requirements identified in this policy. LEGAL DEFENSE EXPENSES are subject to and SHALL ERODE the limits of liability and any applicable self-insured retention.

1. Name of Applicant: DeSoto County BOCC

Principal Contact: Latrinda Jones E-mail Address: l.jones@desotobocc.com

Principal Contact Regarding Environmental and Health & Safety Issues: Same

Mailing Address: 201 East Oak St.

Arcadia, FL 32466

Telephone #: 863-993-4808 Fax #: 863-993-4708

URL: http://www.desotobocc.com Date Established: _____

The Applicant is: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ LLC/LLP

x Other: County Government Entity

PREMISES POLLUTION LIABILITY INSURANCE POLICY

2. Please identify entities for which coverage is requested (subsidiary, predecessor, acquired, parent, affiliated, or merged entities): *(continue on a separate sheet, if necessary)*

Name of Entity	Date of Formation or Transaction

3. Details of covered locations: *(continue on a separate sheet, if necessary, or provide a statement of values)*

Company Name	Address	Standard Industrial Classification Code (SIC)	Year Operations Began	Facility Size acres or square feet	Known Pre-Existing Contamination Present? (Yes or No)

- a. If "Yes" is indicated above with respect to Known Pre-Existing Contamination Present, please provide details on a separate sheet. Include at a minimum:

- Copies of prior Environmental Site Assessment Reports;
- Past, current, planned sampling/remediation activities, including results/reports, if applicable; etc.

4. If applicable, please identify contracting services performed by or on behalf of the Applicant beyond the boundaries of the proposed covered location(s) and provide the estimated sales/revenues associated with such activities for the current fiscal year: *(continue on a separate sheet, if necessary)*

Contracting Services or Off-Site Activities	Sales / Revenues	% of Services or Activities Sub-Contracted	Name of Sub-Contractor

5. Within the past five (5) years has the Applicant, any other party to be covered by the proposed insurance, or any foreign entity purchased this type of insurance coverage? x YES ☐ NO

- a. If "Yes" is indicated above, please provide detailed information regarding any such coverage and all available loss information as an attachment to this application.

6. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) brought against, or notices of violation or intent to sue been issued to, the Applicant, any other party to be covered by the proposed insurance, or any foreign entity with respect to pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*) associated with any of the proposed covered locations? ☐ YES x NO

- a. If "Yes" is indicated above, please provide detailed information regarding any such claim, legal action, or notice with respect to any pollution condition or indoor environmental condition and all available loss information as an attachment to this application.

7. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*) associated with any of the proposed covered locations? ☐ YES x NO
- a. If "Yes" is indicated above, please provide detailed information regarding any such pollution condition or indoor environmental condition and all available loss information as an attachment to this application.*
8. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) brought against, or notices of violation or intent to sue been issued to, the Applicant, any other party to be covered by the proposed insurance, or any foreign entity for exposure to lead-based paint, asbestos, or asbestos-containing materials? ☐ YES x NO
- a. If "Yes" is indicated above, please provide detailed information regarding any such claim, legal action, or notice and all available loss information as an attachment to this application.*
9. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of lead-based paint or asbestos-containing material in any structures situated at any of the proposed covered locations? ☐ YES x NO
- a. If "Yes" is indicated above, please provide a copy of the insured's lead-based paint or asbestos management plan(s) as an attachment to this application.*
10. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any notices of violation for the discharge of air, stormwater, wastewater, or other environmental media, or the handling of waste, issued by Federal, State, or local regulatory agencies with respect to any of the proposed covered locations? ☐ YES x NO
- a. If "Yes" is indicated above, please provide detailed information regarding any such notices of violation as an attachment to this application.*
11. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of injury to people or damage to property during the last five (5) years on or at any of the proposed covered locations, or in connection with any projects on or for which the Applicant, any other party to be covered by the proposed insurance, or any foreign entity has performed proposed covered operations? ☐ YES x NO
- a. If "Yes" is indicated above, please provide detailed information regarding any such injury to people or damage to property and all available loss information as an attachment to this application.*
12. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of flooding on or at any of the proposed covered locations, or water leaks or other water intrusion into any structures situated at any of the proposed covered locations, during the past 5 years? ☐ YES x NO
- a. If "Yes" is indicated above, please provide a description of the flooding event or details of the water leaks or water intrusion and the steps taken to mitigate such events.*
13. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have a water intrusion management plan for any of the proposed covered locations? ☐ YES x NO
- a. If "Yes" is indicated above, please provide a copy of the insured's water intrusion management plan(s).*
14. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any claims made or pollution conditions in existence during the last five (5) years resulting from the transportation of the Applicant's, any other party to be covered by the proposed insurance, or any foreign entity's waste, materials, goods, or products or such waste, materials, goods, or products in its care, custody, or control? ☐ YES x NO
- a. If "Yes" is indicated above, please provide detailed information regarding any such claim(s) and/or pollution condition(s) as an attachment to this application.*

15. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any claims made with respect to pollution conditions on, at, under, or migrating from any disposal, recycling, or beneficial reuse sites to which the Applicant's, any other party to be covered by the proposed insurance, or any foreign entity's waste, recycled materials, or beneficial reuse materials, are currently being, or have historically been, taken for recycling, disposal or beneficial reuse? ☐ YES x NO

a. If "Yes" is indicated above, please provide detailed information regarding any such claim(s) as an attachment to this application.

16. At the time of signing this application, is the Applicant, any other party to be covered by the proposed insurance, or any foreign entity aware of any circumstances that may reasonably be expected to give rise to a claim against the Applicant, any other party to be covered by the proposed insurance, or any foreign entity related to pollution conditions or indoor environmental conditions (such as mold, fungi, or *legionella pneumophila*)? ☐ YES x NO

a. If "Yes" is indicated above, please provide detailed information regarding any such claim(s) as an attachment to this application.

***IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.**

Supplemental Information for Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Note:

PFASs include, but are not limited to, perfluorinated carboxylic acids and carboxylates (PFCAs), perfluorosulfonic acids and sulfonates (PFSAs), perfluoroalkane sulfonamides (PFASAs), fluorotelomer substances, perfluoroalkane sulfonamide substances, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorobutane sulfonic acid (PFBS), and hexafluoropropylene oxide dimer acid (HFPO-DA or GenX).

PFASs include the products or chemicals, themselves, as well as all of their associated salts, ionic states, and acid forms of molecules, along with their precursor products or chemicals, related replacement products or chemicals, and any daughter or degradation byproducts thereof or additives thereto.

17. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) being manufactured, stored, or used at any location for which you are seeking coverage, including but not limited to any related chemicals or products, any chemicals that replaced PFAS, or any products that may have contained PFAS?

☐ YES x NO

a. If "Yes" is indicated above, please identify the products and amounts manufactured, stored, or used at each location as an attachment to this application.

18. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any inquiries from Federal, State, or local agencies regarding the use of PFAS at any location for which you are seeking coverage? ☐ YES x NO

a. If "Yes" is indicated above, please identify the nature of the inquiry(ies) and provide any responses provided as an attachment to this application.

19. Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding PFAS at any location for which you are seeking coverage? ☐ YES x NO

a. If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action(s) as an attachment to this application.

- 20.** Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any firefighting suppression system that uses, or has at any time used, Aqueous Film-Forming Foam (AFFF), or any similar substance that contains PFAS, at any location for which you are seeking coverage? ☐ YES ☒ NO
- a.** *If "Yes" is indicated above, please identify the locations where AFFF or a similar substance is or has been used, the date(s) of such use, and the volume/quantity and chemical composition of AFFF or similar substance(s) stored or used on site as an attachment to this application.*
- b.** *If "Yes" is indicated above, does or at any time did the firefighting system require periodic maintenance or testing which discharged/discharges AFFF or any similar substance at any location for which you are seeking coverage?* ☐ YES ☒ NO
- 1.** *If "Yes" is indicated above, please identify the location(s) where AFFF or a similar substance is/was discharged, and the date(s) and volume of such discharge(s), as an attachment to this application.*
- 21.** Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any fires occurring at any time at any location for which you are seeking coverage? ☐ YES ☒ NO
- a.** *If "Yes" is indicated above, was AFFF or a similar substance used to extinguish the fire?* ☐ YES ☒ NO
- 1.** *If "Yes" is indicated above, please identify the location(s) where AFFF or a similar substance was used, and the date(s) when such substance was used, as an attachment to this application.*
- 22.** Does the applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any accidental discharges of AFFF or similar substances at any location for which you are seeking coverage? ☐ YES ☒ NO
- a.** *If "Yes" is indicated above, please identify the location(s) where the discharge(s) took place and the date(s) and volume of such discharge(s) as an attachment to this application.*

***IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.**

Supplemental Information for Ethylene Oxide (EtO)

- 23.** Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being manufactured, stored, or used at any location for which you are seeking coverage? ☐ YES ☒ NO
- a.** *If "Yes" is indicated above, please identify the location(s) of such manufacture, storage, or use, the products and amounts manufactured, stored, or used at each location, and the approximate dates of such manufacture, storage, or use as an attachment to this application.*
- 24.** Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being used as an intermediate for the manufacture of other products at any location for which you are seeking coverage? ☐ YES ☒ NO
- a.** *If "Yes" is indicated above, please identify the location(s) of such use, the products and amounts stored or used at each location, and the approximate dates of such storage or use as an attachment to this application.*
- 25.** Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of Ethylene Oxide (EtO) currently or historically being used for the sterilization of medical devices, hospital equipment, food, cosmetics, or other materials or products at any location for which you are seeking coverage? ☐ YES ☒ NO

a. If "Yes" is indicated above, please identify the location(s) where sterilization occurred or occurs, the products and amounts stored or used at each location, and the approximate dates of such storage or use as an attachment to this application.

26. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding EtO at any location for which you are seeking coverage? ☐ YES ☒ NO

a. If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action as an attachment to this application.

***IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.**

Supplemental Information for Storage Tanks

If you are not seeking coverage for pollution conditions emanating from storage tanks, please confirm that the items below are not applicable by checking here: ☐

27. Are all of the storage tanks to be covered pursuant to this insurance (hereinafter Storage Tanks) compliant with all applicable federal, state, and local laws and regulations? ☒ YES ☐ NO

a. If "No" is indicated above, please provide a written explanation of outstanding compliance issues as an attachment to this application.

28. Have any storage tanks been removed or closed-in-place on or at any proposed covered location?

☐ YES ☒ NO

a. If "Yes" is indicated above, please provide detailed information identifying such storage tanks and identify the locations where and dates when they were removed or closed-in-place. Please also provide any closure reports for such tanks as an attachment to this application.

29. Will any of the Storage Tanks be removed, closed-in-place, or upgraded during the proposed policy term?

☐ YES ☒ NO

a. If "Yes" is indicated above, please provide detailed information identifying the specific storage tanks and identify the locations where and dates when they will be removed, closed-in-place, or upgraded as an attachment to this application.

Supplemental Information for Landfills

30. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity own or operate any open or closed landfills at any location for which you are seeking coverage? ☒ YES ☐ NO

a. If "Yes" is indicated above, please identify the landfill name, landfill type, and wastes currently and historically accepted at each landfill as an attachment to this application.

31. Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have knowledge of any actual, potential, or proposed/threatened legal actions from any regulatory agencies or any other third parties regarding pollution conditions on, at, under, or migrating from any open or closed landfill at any location for which you are seeking coverage? ☐ YES ☒ NO

a. If "Yes" is indicated above, please provide details of the actual, potential, or proposed/threatened legal action as an attachment to this application.

***IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE**

EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.

Supplemental Information for Development/Redevelopment

- 32.** Is any proposed covered location currently undergoing development or redevelopment including, but not limited to, the addition of any structures, or the renovation, improvement, or demolishing of any existing structures? ☐ YES ☐ NO
- a.** *If "Yes" is indicated above, please identify the location and development/redevelopment plans as an attachment to this application.*
- 33.** Does the Applicant, any other party to be covered by the proposed insurance, or any foreign entity have plans to develop or redevelop any proposed covered location, including, but not limited to, by adding any additional structures, or renovating, improving, or demolishing any existing structures? ☐ YES ☐ NO
- a.** *If "Yes" is indicated above, please identify the location and development/redevelopment plans as an attachment to this application.*

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT THE APPLICANT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN ENTITIES, WILL STRICTLY FOLLOW ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR LEGIONELLA PNEUMOPHILA-RELATED OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, INCLUDING ANY WATER INTRUSION, MOLD-RELATED, FUNGI-RELATED OR LEGIONELLA PNEUMOPHILA -RELATED DUE DILIGENCE PROCEDURES OR PROTOCOLS FOR THE ACQUISITION, LEASE OPERATION, MANAGEMENT OR MAINTENANCE OF ANY PROPERTIES, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE MOLD, FUNGI AND/OR LEGIONELLA PNEUMOPHILA COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT THE APPLICANT AND THE OTHER PARTIES TO THIS INSURANCE, ALONG WITH ANY FOREIGN ENTITIES, WILL STRICTLY FOLLOW ANY LEAD-BASED PAINT OR ASBESTOS OPERATION AND MAINTENANCE PROCEDURES OR PROTOCOLS, WHICH WERE PROVIDED TO THE INSURER PRIOR TO THE INCEPTION OF ANY SUCH COVERAGE APPLIED FOR HEREIN. THE APPLICANT ACKNOWLEDGES THAT THE INSURER'S AGREEMENT TO PROVIDE LEAD-BASED PAINT AND/OR ASBESTOS COVERAGE AS PART OF THE COVERAGE APPLIED FOR PURSUANT TO THIS APPLICATION IS PREDICATED UPON THE APPLICANT'S AGREEMENT TO PROVIDE THIS WARRANTY.

BY SIGNING THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT(S) OF THE APPLICANT WARRANTS TO THE INSURER THAT, TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, ALL STATEMENTS MADE IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS THERETO, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

THE INFORMATION REQUESTED IN THIS APPLICATION IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE INSURER UNDER ANY POLICY OF A CLAIM, FIRST-PARTY CLAIM OR POTENTIAL CLAIM.

THIS APPLICATION MUST BE SIGNED BY THE RISK MANAGER OR A SENIOR OFFICER OF THE APPLICANT, ACTING AS THE AUTHORIZED REPRESENTATIVE OF THE PERSON(S) OR ENTITY(IES) PROPOSED FOR THIS INSURANCE.

NOTICE TO COMMERCIAL INSURANCE APPLICANTS

This Notice to Commercial Insurance Applicants – State Fraud Warnings provides you with information concerning various state fraud warnings and statements. Where fraud warnings are required as part of the insurance application, this notice forms a part of your application for Commercial Insurance.

NOTICE TO ALABAMA APPLICANTS: 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 fines and confinement in prison.

NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND and WEST VIRGINIA APPLICANTS: 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 CALIFORNIA APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO KENTUCKY APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully 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 MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: 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.

NOTICE TO NEW YORK APPLICANTS: 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 violation.

NOTICE TO OHIO APPLICANTS: Any person who, with the 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.

NOTICE TO OKLAHOMA APPLICANTS: 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.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: 1) by submitting an application, or 2) by filing a claim containing a false statement as to any material fact may be violating state law.

NOTICE TO PENNSYLVANIA APPLICANTS: 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.

NOTICE TO TENNESSEE, VIRGINIA and WASHINGTON APPLICANTS: 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.

NOTICE TO APPLICANTS IN STATES NOT LISTED ABOVE: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing 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 the person to criminal and civil penalties.

Signature of Authorized Applicant

Print Name

Title

Date

Signature of Broker/Agent

Print Name

Date

Signed by Licensed Resident Agent
(Where Required By Law)

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *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.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. 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 premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$668.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Policyholder/Applicant/Authorized

Representative's Signature

Print Name

Date

Illinois Union Insurance Company
Insurance Company

G71830299 006
Policy Number