

POLK COUNTY

Aircraft Hull & Liability Renewal Proposal

Renewal Term: October 31, 2025 to October 31, 2026

September 24, 2025



Table of Contents

3 Brown & Brown Overview

4 Executive Summary

5 Premium & Exposure Comparison

6-8 Aircraft Hull & Liability Coverage Specifications

9 Appendix

Who We Are

We are Brown & Brown. As one of the largest insurance intermediaries in the world, we work to deliver solutions that help to protect what you value most.

Our team is as connected nationally as it is locally, providing the personalized service of a local agency and the exceptional capabilities that bring the peace of mind you expect from a top national brokerage firm. We understand that the only constant is change and look ahead for changes that may impact your industry and business, so you can be ready for tomorrow's risks—today.

Our portfolio of products and services include insurance, reinsurance, risk management, employee benefits administration, managed health care programs, and more. We have been providing solutions to businesses, public entities, individuals, trade, and professional associates for more than 80 years.





PAGE 3

This proposal is based upon the exposures made known to Brown & Brown by you and contains only a general description of the coverage(s). This document does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of a difference, the policy will prevail.

Executive Summary

We are pleased to present the Aircraft Hull & Liability insurance renewal proposal for the renewal term of 10/31/2025 to 10/31/2026 for Polk County.

While capacity remains strong, changing market dynamics suggest potential challenges as the year progresses. Competition among carriers is intensifying, with both new entrants and existing aviation carriers working to retain market share. The recent airline losses have not impacted the general aviation sector, which continues to see favorable market conditions. Mergers and acquisitions in aviation markets are reshaping the competitive landscape, as organizations enhance their service offerings and pursue aggressive growth targets.

The industry is navigating increased operational risks associated with geopolitical uncertainties, labor shortages and limited pilot training resources. All has revolutionized aviation, and integrating it is crucial to

the industry's evolution. Data privacy and safety standards remain a top concern as increased cyber threats weigh heavily among aviation leaders. Legal expenses to defend or settle a lawsuit are increasing, and nuclear verdicts have become commonplace in the aviation industry. The long-term outlook for the aviation market remains positive, driven by demographic trends and economic growth, particularly in emerging markets. However, industry losses could quickly alter market conditions, leading to a reduced risk appetite.

Stable pricing is likely to continue through the end of the year, and many will benefit from the current market environment, which offers broader terms and enhanced coverage. Aviation carriers will continue to negotiate with those who have a favorable loss history and strong risk management practices. A proactive approach is recommended for managing insurance needs as aviation risks continue to evolve with increased complexity and operational risks. We encourage taking a long-term perspective when selecting an aviation carrier and cultivating a relationship with the underwriter.

Aviation Marketing Summary

We have received a renewal quote for the Aircraft Hull & Liability from Chubb for a total annual premium of \$239,262. This represents a 5% or \$11,395 increase from the expiring policy premium of \$227,867. There are no changes to the policy coverages which are also outlined in proposal.

On behalf of Brown & Brown Aviation, we thank you for the opportunity to provide our aviation insurance and risk management services. Our team is looking forward to continually providing a valued service for your aviation insurance needs.



Premium & Exposure Comparison

Coverages	Expiring Premium 2024-2025	Renewal Premium 2025-2026	% of Premium Change
Aircraft Hull & Liability	\$227,867	\$239,262	5.0%
Ag Spray Equipment valued at \$158,547	\$503	\$528	4.97%
Chemical Application Liability	\$2,277	\$2,391	5.0%
War/TRIA Premium	\$11,850	\$12,119	-
FL FIGA Surcharge	\$2,612.89*	\$2,740.20*	
Total Estimated Annual Aircraft Premium	\$245,109.89	\$257,040.20	4.86%
N972GJ 2006 Cessna 182	\$8,228	\$8.63	10
N56AL 1974 Bell 206B III	\$25,575	\$8,639 \$26,854	
N211SL 2021 Robinson R-66	\$40,370	\$42,389	
N911GJ 2022 Robinson R-66	\$40,370	\$42,389	
N911WJ 2023 Robinson R-66	\$40,370	\$42,389	
N772GJ 2023 Kodiak 100	\$44,075	\$46,279	
N885MC 2005 Bell 206 B3	\$28,879	\$30,3	23

Premiums Not Subject to Annual Audit

Pay Plan Options:

• Aviation: Agency Bill, Full Pay or Premium Financing Upon Request



SLT and Fees Vary by State and are Calculated Accordingly at the time of Binding

^{*}Florida Insurance Guaranty Association (FIGA) 2023 Emergency & Regular Assessment Surcharge is calculated accordingly at the time of Binding. Subject to change from shown above.

Aircraft Hull & Liability Coverage

Named Insured: **Polk County** P.O. Box 9005 **Mailing Address:** Bartow, FL 33831

Parent Company: CHUBB **Writing Company:** Westchester Fire Insurance Company (Admitted)

Policy Number: TBD

FAA Identification	Year, Make & Model	Seating	Insured Value	Deductibles	Liability Limit
N972GJ	2006 Cessna 182	4	\$400,000	\$100/\$500	
N56AL	1974 Bell 206B III	4	\$700,000	\$1,000/\$17,500	
N211SL	2021 Robinson R-66	4	\$1,800,000	\$1,000/\$40,000	ΦΕ 000 000
N911GJ	2022 Robinson R-66	4	\$1,800,000	\$1,000/\$40,000	\$5,000,000
N911WJ	2023 Robinson R-66	4	\$1,800,000	\$1,000/\$40,000	
N772GJ	2023 Kodiak 100	10	\$2,900,000	\$1,000/\$20,000	
N885MC	2005 Bell 206 B3	5	\$800,000	\$1,000/\$17,500	

^{*}Higher Limits of Liability May be Available

Aircraft Use:

 You may use the aircraft for all operations incidental to your business, excluding any use in which you receive compensation.

Aircraft Location:

Regularly hangered at Bartow Municipal Airport (BOW) Bartow, FL

Coverage Territory:

United States of America (excluding Alaska), Canada or Mexico or while the Aircraft is being transported between ports in the territory.

Any pilot approved by the Named Insured's Chief Pilot or by his/her designee

Pilot Warranty:

It is further required that all pilots are properly certified, rated, and qualified under the current FAA regulations which apply to the operation of the Aircraft.



^{**}Client Ultimately Selects Insured Values

^{***}Defense Costs Offered Outside of the Limits Represented Above

Aircraft Hull & Liability Coverage

Coverage	Limit
Single Limit including Passengers Liability	\$5,000,000
Non-Owned Aircraft Liability	\$5,000,000 Max Seating including Crew – 10
Chemical Application Liability	\$500,000 Each Occ.
Damage from Covered Applications	\$500,000 Aggregate
Aircraft Additional Equipment	\$158,547 \$1,000 Deductible
Cargo Liability	\$5,000,000 Deductible: \$2,000
Personal Injury	\$5,000,000
Runway Foaming	\$25,000
Search & Rescue	\$250,000
Temporary Replacement Component Part Expense	\$500,000
Extra Expense	\$5,000 Daily Expense \$300,000 Per Incident
Spare Parts	\$750,000
Lay Up Credit	Not Included
No Claims Bonus	Included
Mark Brown 11 Aviation, LLC	Additional Insured
Oliver Enterprises	Additional Insured
Oliver Enterprises	Waiver of Subrogation



Aircraft Hull & Liability Coverage

Endorsements, Forms, & Exclusions (included but not limited to):

- Aircraft Policy Jacket
- Aircraft Policy Declarations
- Aircraft Policy Schedule of Endorsements
- Aircraft Policy Provisions
- Pilots Who May Fly the Aircraft
- Additional Insured Endorsement
- Non-Owned Aircraft Liability Endorsement
- War, Hi-jacking and Other Perils Exclusion Clause (Aviation)
- Extended Coverage War, Hi-Jacking and Other Perils Endorsement (Aviation Liabilities)
- Governmental Entity Limited Enhanced Coverage Endorsement
- Exclusion Perfluoroalkyl and Polyfluoroalkyl Substances (Pfas)
- No Claims Bonus on Renewal Endorsement
- Waiver of Subrogation Endorsement
- Increase of Limits of Liability and/or change of Liability Coverage Endorsement
- Nuclear Risk Exclusion Clause
- Aircraft Additional Equipment
- Date Recognition Exclusion Endorsement
- Date Recognition Limited Coverage Endorsement
- Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
- Extended Coverage War, Physical Damage Coverage Endorsement (Aircraft Physical Damage Coverage)
- Pollution Endorsement
- Limited Terrorism Coverage Endorsement
- Unearned Premium Insurance Endorsement
- Volunteers Endorsement
- Chemical Application Endorsement
- Cancellation Notification Florida
- Trade or Economic Sanctions Endorsement
- Questions About Your Insurance
- U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- Notice Of Terrorism Insurance Coverage

*Certificates Can Take up to 48 Hours to Issue Once Policy Numbers Have Been Received
**The Above Referenced Items are Summarized for Informational Purposes Only. Please Refer to the Policy
Form for Additional Details.





Appendix

AM Best Rating Overview

Insurance Carrier Ratings:

Parent Company	Writing Company	Line of Business	Rating / Size	Date Last Updated
CHUBB	Westchester Fire Insurance Company	Aircraft Hull & Liability	A++/XV	12/12/2024



AM Best Rating Overview

Financial Strength (FSR):

AM Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Rating Categories	Rating Symbols	Rating Notches	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	Α	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	В	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations.
Weak	С	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations.

Information above is current as of March 1st, 2023. Definitions are derived and owned by A.M. Best Company, Inc. and/or its affiliates. For additional or current information regarding rating, please visit www.ambest.com.



AM Best Rating Overview

Financial Size Category (FSC):

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

Class	Adj. PHS (\$ Millions)
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250
IX	250 to 500
Х	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

Information above is current as of March 1st, 2023. Definitions are derived and owned by A.M. Best Company, Inc. and/or its affiliates. For additional or current information regarding rating, please visit <u>www.ambest.com</u>.

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.



Notice Regarding Captive Arrangements

If you are receiving a proposal regarding and/or may currently be participating in a group captive insurance ("captives") program, please note the following:

- The arrangement may not be subject to the protections afforded by any state guaranty fund or association.
- The financial condition of the arrangement may change rapidly, and such changes are beyond the control of Brown & Brown. Brown & Brown makes no representation or warranty as to the financial fitness or condition of the arrangement.
- To obtain coverage for your employees, you may be agreeing to membership in the arrangement and to the various underwriting guidelines, conditions and requirements imposed on members.
 Membership involves certain obligations as well as benefits, which are outlined in a membership or participation agreement that must be signed as a condition of participating in the arrangement.
- The arrangement may be "fully assessable," which generally means to meet certain financial
 obligations or requirements, each member can be assessed payments to make up any
 deficiency. Typically, any assessment will be levied on and payable by all members for the year in
 which the deficit occurs, regardless of whether the employer is still a member at the time the
 assessment is levied.

The arrangement may involve an investment component. In such cases, a potential member needs qualifications that are the same as or similar to those of a sophisticated investor, with the knowledge and expertise to evaluate the arrangement. Brown & Brown is neither a registered broker-dealer with the U.S. Securities and Exchange Commission (SEC) nor a registered investment advisor providing securities and investment advisory services. You are solely responsible for deciding whether to invest in the arrangement.



Key Terms & Definitions

Auto Symbols:

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only



Key Terms & Definitions

Occurrence Form: Policy form covering losses occurring during the policy period.

Claims Made Form: A Claims Made Form contains provisions stating that the policy and coverage applies only to claims first made against the Insured and reported during the policy period, providing the claim occurred after the retroactive date. For coverage to apply, claims under this policy (including any notices received by the EEOC or similar agency) must be submitted by the Insured to the Insurer during the policy period (as outlined in the Loss Notification Clause of the policy). Please be aware that late reporting could result in a disclaimer of coverage letter from the Insurer. Upon cancellation, an extended reporting period may be available that will provide additional time to report claims that occurred prior to the cancellation but have not yet been reported.

Current Policy Year: The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy.

Prior Acts or Retroactive Date: This date is shown on the policy. This provision eliminates coverage for claims that took place prior to the specified retroactive date, even if the claim is first made during the policy period.

Supplemental Extended Reporting Period (Tail Coverage): This is a provision found within the claims-made policy that extends the length of the reporting period allowing the insured to report claims that are made against the insured after the policy has expired or been canceled, provided the claim took place during the expired/canceled policy. The ERP/Tail Coverage requires an additional premium and must be requested within the time frame as outlined in the policy.

Property Coinsurance: A property policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

The Coinsurance Formula (disregarding any applicable	deductible) is as Follows:
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Amount of Insurance Carried	X	Loss	=	Amount Paid by
Amount of Insurance Required	, ,	2000		Insurance Company

Examples of Coinsurance at 90%:

Replacement Value of Building	\$100,000	\$100,000	\$100,000
Coinsurance Requirement	90%	90%	90%
Insured Limit Carried	\$100,000	\$90,000	\$80,000
Reported Loss	\$60,000	\$60,000	\$60,000
Insurance Pays	\$60,000	\$60,000	\$53,333
Coinsurance Penalty	\$0	\$0	\$6,667



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 vou 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. If 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.

Should you have any questions, or require additional information, please contact via phone at (253) 396-5500 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/



What to do When a Claim or Lawsuit is Received

- You may report claims directly to the carrier as outlined in the policy terms and conditions. However, please provide copies of all correspondence to Brown & Brown Insurance Services, Inc. In addition, please notify all excess carriers for all claims.
- Lawsuits and summonses specify the number of days in which you must respond. It may be necessary to send the lawsuit or summonses by overnight mail or fax. If you have received a lawsuit or threat of suit, please contact your Brown & Brown Insurance Services, Inc. Claims Consultant* as soon as possible for assistance. All lawsuits and summonses applicable to Executive Protection coverages filed against your company or any of its named insureds should be immediately forwarded to Brown & Brown, Inc. on the date of receipt. Please copy your Brown & Brown, Inc. Account Manager also so that they are aware.

Retain a copy of the lawsuit for your file. Please notify Brown & Brown Insurance Services, Inc. by phone that the suit papers have been sent. Upon receipt, all forms will immediately be forwarded to the insurance carrier and confirm assignment of counsel and timely filing of a response.

When the Suit Papers are Forwarded to Brown & Brown Insurance Services, Inc., Please Provide the Following Information if Known:

- The date, time, and method (mail, personal service, or registered agent) of service.
- If this is not the first notice of claim or circumstance, include the file number if known.
- The name of the individual who was served with the suit papers.
- Any information your office has in relation to the claim on which the suit is being made.
- The name, phone number, etc. of the individual who has the most knowledge of this incident and who can best assist the insurance carrier in its investigation and handling of the claim.
- Any special instructions or information you wish to provide the insurance carrier.
- Defense Counsel that you wish to utilize. The insurer may require that counsel be selected from carrier's Panel Counsel.
- Do not delay in forwarding the legal papers if any of the above information is not available.
- Most insurance policies contain provisions that claims be reported to the carrier as soon as practical and/or within a certain number of days of policy expiration. As soon as you become aware of any circumstances that might give rise to a claim, please let us know immediately. If you delay, the subsequent claim could be prejudiced, or possibly rejected by the insurance carrier. Reporting terms and the definition of claim are noted in your policy.
- Under most policies, the insured may not incur any defense costs, admit liability, nor make any settlements without carrier's authorization. In some instances, the carrier may be entitled to direct the selection of counsel.

*Claims Consultants:

Cyber: Aaron Stone, Minneapolis, MN <u>Aaron.Stone@bbrown.com</u> (612) 758-8542 Executive Risk (FI): Stuart Turner, Minneapolis, MN, <u>Stuart.Turner@bbrown.com</u> (612) 347-8330 Executive Risk: Shawn Harris, Minneapolis, MN, <u>Shawn.Harris@bbrown.com</u> (612) 919-5172

