Some years ago, I tore my gastrocnemius (calf muscle) while playing in an Orange County Law League softball game. This was bad news on many levels, as I had to limp into my house and tell my wife, on the evening before our ten-day family vacation, that she would probably need to care for our two young children temporarily on her own because I was injured, in pain, and needed to see a doctor. Suffice it to say, I was highly motivated to recover quickly. Besides, the softball league playoffs were not too far off and I wanted to be ready to play.

The next day, my orthopedist told me, “I have good news and bad news. The good news is that you do not need surgery because you do not have a torn Achilles tendon. The bad news is that you are out of softball for a while. Have a nice vacation!” Really, doctor? Visions of telling my wife that she would be handling most of the child care needs for our 3 and 5 year-old children while on our vacation were not pleasant, no matter how I played the video in my head. I said to my doctor, “Look, I’m in a real fix here and need to rehab this injury fast.” He said, “You know the difference between you and most claimants is that you want to get better quickly. You are motivated, and I wish all of my workers’ compensation patients were that way.” Long story short, I was given instructions on how to rehab faster. I followed the instructions religiously and after a few days, I was able to get around and help with the kids. However, I never forgot what the doctor said about motivation and its role in recovery.

There can be an unfairness exacted upon the employer involved in a Florida workers’ compensation case when an injured worker refuses medical care. Some claimants refuse care because they want to prolong their disability and stay home. Others want to continue receiving money benefits without working. Some want to show the employer that they can control the situation and stay out of work, even when the employer keeps a job open for them. Florida law may not provide the same motivation I had to recover, but it does afford some methods to encourage recovery.

The following will discuss those methods...
One of the first cases to discuss the issue of refusal of medical care is *Lobnitz v. Orange Memorial Hospital*, 126 So. 2d 739 (Fla. 1961). In Lobnitz, the claimant contracted a skin condition diagnosed by the attending physician as dermatitis venenata caused, according to the evidence, by exposure to strong detergents at work. The claimant was treated by a skin specialist over five to six weeks. In the interim, she resigned her employment. The condition cleared up she was discharged as having been cured. The attending physician gave her some medicine with directions to use it three times per day and see what happens. The claimant did not return to the physician or contact her former employer in relation to her condition for six months. The skin condition re-emerged at some point during the six-month period and she claimed compensation for that time, which was denied by the employer/carrier.

The facts in Lobnitz reflected that the claimant’s condition was one that was not difficult to cure. When the claimant did return to the physician, she was treated twice and the problem was immediately alleviated. With regard to the claimant’s entitlement to money benefits during the period she did not follow-up with medical care, the Florida Supreme Court explained that the claimant had the responsibility to take all reasonable steps to reduce the employer’s liability by promptly seeking and following medical advice where indicated. The Court further stated that it would be manifestly unjust and certainly not in accordance with either the letter or spirit of the law to place the liability of compensation on the claimant’s former employer during the six months when the employer had no opportunity whatsoever to reduce its liability through proper medical treatment. In fact, in a footnote, the Court suggested that claimants have a duty to adopt reasonable measures to minimize the employer’s damages, and that there is no privilege to intensify or prolong disability at an employer’s expense. Thus, the Court upheld the denial of the claimant’s compensation benefits.

The Lobnitz case was later discussed in *Hunt-Wilde v. Kitchen*, 452 So. 2d 2 (Fla. 1st DCA 1984), a case in which indemnity benefits were denied due to the claimant’s failure to follow-up with recommended medical care. In Kitchen, the claimant, a 29-year-old manual laborer with a tenth-grade education, injured his lower back on February 18, 1980. Nevertheless, the employer/carrier terminated temporary total disability benefits on June 12, 1980 because of the claimant’s failure to keep an appointment with a neurosurgeon. Thereafter, an appointment was set with a neurologist, which claimant also failed to attend. After additional delays and failure to keep scheduled appointments, Kitchen finally saw the neurologist in March, 1982. The trial judge determined that the claimant was not entitled to temporary total disability benefits from June 12, 1980 to March 16, 1982, due to the claimant’s failure to cooperate with recommended medical treatment. The First District Court of Appeal affirmed this finding and citing to Lobnitz, explained that a claimant’s unexcused failure to keep scheduled medical appointments also precluded an award of both temporary total and temporary partial disability benefits.

When considering whether to deny indemnity benefits based upon a claimant’s refusal to comply with medical recommendations, the evidence must show that recommended medical care is likely to bring about an improvement in the claimant’s condition. See *Davis v. Marion County*, 667 So. 2d 297 (Fla. 1st DCA 1995). In *State of Florida v. Wojick*, 75 So.3d 362 (Fla. 1st DCA 2011), the First District Court of Appeal said that a claimant always has the right to refuse medical care, but the result may include a forfeiture of workers’ compensation benefits. See Wojick (citing to F.S. 440.13(5)(d)(2006). (An employee who fails to appear for an employer/carrier-ordered IME without sufficient notice or good cause is barred from recovering compensation during the period in which he/she refuses to submit to an IME).
In Owings v. Cody’s Original Roadhouse, Case No. 1D12-0241 ( Fla. 1st DCA, July 18, 2012), the First District Court of Appeal affirmed, Per Curiam, the Order of Judge Joseph Murphy, Judge of Compensation Claims, who denied indemnity benefits to a claimant due to medical non-compliance. See OJCC Case No. 10-005639JEM (Order dated September 16, 2011). In Owings, the claimant objected to the appointment of a treating orthopedic surgeon and refused to attend a scheduled appointment with the doctor. As a result, the employer/carrier suspended the claimant’s temporary partial disability benefits. In denying the indemnity benefits, the Judge found that the claimant was intentionally attempting to prolong her disability by refusing medical care. He further noted in his Order that the employer/carrier had properly suspended the benefits under the Florida Administrative Code for claimant’s failure to attend an authorized evaluation. See Fla. Admin. Code R. 69L-3.0091(2)(b)(…medical non-compliance. The employee failed to report for an independent medical examination pursuant to Section 440.13(5)(d), F.S., or failed to report for an evaluation…). Citing to Lobnitz, Judge Murphy wrote, “While the employer/carrier has an obligation to provide an injured worker with reasonable and necessary medical care, there is an equal burden on the part of an injured worker to comply with the medical treatment being offered.” He further stated that the law and public policy supporting the claimant’s burden, as stated in Lobnitz, has not changed and is in effect to this day. He commented that it was “time to cease the gamesmanship and doctor shopping” that appeared to be involved in that case, and that the claimant should “move forward with appropriate medical care so as to assist rather than prolong” her recovery from her back injury. Thus, it appears that the denial of indemnity benefits due to medical non-compliance was also useful in reducing doctor shopping.

Denial of indemnity benefits remains a legitimate method of motivating an injured worker to comply with medical treatment. Encouraging the claimant to seek timely medical care may certainly have the effect of reducing the disability period, enhancing the worker’s recovery and lessening claim costs overall.

Brian Bolton is a Partner in the Firm of Bolton and Helm, LLP located in Lake Mary, Florida. He is a Florida Bar Board Certified Workers’ Compensation Specialist and has practiced law in the State of Florida since 1985. He is a graduate of the University of Florida College of Law and teaches Workers’ Compensation as an adjunct professor at Barry University School of Law in Orlando, Florida.

**Preferred would like to welcome the following new members...**

Alachua Learning Center
River City Science Academy
Shining Star Academy of the Arts
Burns Science and Technology Charter School
College Preparatory Academy of the Treasure Coast, Inc.
Sunshine Charter Academy of Broward dba Sun Ed High
Key West Independent Education, Inc. - Key West Collegiate School #0382
Understanding and Preventing Losses to Common Equipment in Your Area

By Kevin Perry, Boiler & Machinery Chief Underwriting Officer - Travelers

In a previous article that appeared in the Spring 2012 newsletter, I enumerated the “what and the why(s)” behind the need for Equipment Breakdown insurance. Now I want to focus on some typical losses associated with pieces of equipment commonly found in Florida by using actual, recent claim events to give them a financial context. In addition, I will provide some tips you should consider to aid in preventing similar events with your own equipment.

As discussed in the previous article, losses associated with traditional Equipment Breakdown coverage are placed into two broad categories…the first, electrical…let’s look at a couple of recent losses in settings similar to what you see in your operations:

An electrical (arcing) fault occurred in a 37 year old, 3000 amp electrical bus which was original equipment to a four-story office building. The cause for the electrical fault was from water/moisture intrusion into the bus duct. The resulting arc fault (in the old bus), damaged another newer bus located in a duct run on top of it, rated at 1600 amp – which was installed about 15 years after the 3000 amp bus.

When this newer bus failed, the air conditioning chiller was on-line and its two compressors (installed at the time of the 1600 amp bus) were also damaged from the power surge. As a result of the event, both the 3000 amp bus and the 1600 amp bus with its associated electrical cable and switchgear were replaced along with the air conditioning compressors (rated at 100 tons and 75 tons, respectively). In addition, the refrigeration system required extensive clean up. The total costs to the insured were:

- Bus duct and cable repairs = $200,000 (approximately $60,000 of which was for the electrical cables associated with the 1600 amp system alone)
- Replacement of both air conditioning compressors and clean-up of the system was quoted $85,000
- Insured reported mold damage while the building was without air conditioning for approximately 20 days. The in-force policy, however, did not provide coverage for this damage.

A municipal waste water treatment plant owned and operated by the insured suffered a severe electrical arcing event. The arcing and shorting resulted in widespread damage to much of the electrical equipment at the facility; besides the loss consuming the main electrical cabinet (its breakers and wiring), two 50 KVA dry type transformers, a 40-hp blower motor and other miscellaneous electrical apparatus were also destroyed and had to be replaced. Temporary repairs were necessary to sustain plant operations. Based on plant records, no regular maintenance of the electrical system had been conducted for over 30 years and is thought to be the major factor in the cause of this $200,000 loss.

Detection and Prevention Steps: in both electrical loss instances, the events would most likely have been avoided simply by having a qualified electrical contractor conducting regular maintenance of the electrical systems. To aid in avoiding a similar loss, actions that can be taken include:

1. Open, clean and conduct a physical inspection of the various electrical panels – including exercising breakers and, where necessary, actually testing them for functionality
2. Integrity checks of the bus ducts to ensure that they are sealed against moisture intrusion
3. Infrared (thermographic) scan at least every three to five years of the entire electrical system and its loads, checking for potential failure points such as loose connections or grounding issues

CONTINUED ON PAGE 5
While mechanical breakdown losses are a lower percentage of the total claims submitted in our experience, they certainly possess a high severity exposure for municipal type of insureds:

A large chilled water system used to provide comfort cooling of an elementary school suffered a breakdown. At the time of the loss, the system (which included two companion compressors rated at 75 tons each) was approximately 10 years old. The chiller barrel (shell and tube construction) had metal struts welded into place inside to support the tubes in the barrel. Due to thermal shock, stress and vibration, from normal use, these supports broke loose and chafed holes in one or more of the tubes. Water entered the refrigerant side of the system and caused damage to both compressors, contaminating the entire system. The chiller barrel was beyond repair; as such, it and both compressors were replaced. Additionally, the insured rented dehumidifiers to maintain moisture control during the repair process however some mold clean-up was still necessary. Total cost to the insured for the event (excluding “mold clean-up” which was not covered under the policy in force at the time) was approximately $225,000.

Detection and Prevention Steps: it is a common practice to have the water side inspected at regular intervals by a technician experienced with such equipment…typically, every 3 to 5 years – more often if adverse conditions are noted during the activity. During such a process, it is likely that the condition would have been noticed and able to be addressed by a certified welding contractor. During this same inspection, the condition of the tubes are also assessed to determine if any are leaking – up to a certain percentage of the total number in the barrel, any leaking tubes can be plugged. If there is extreme degradation noted, a partial to complete re-tubing will be required to maintain the heat removal capability of the equipment intact.

A three-story office building, with an area of 54,000 square feet, had the HVAC air supply provided by a single variable pitch fan driven by a 75-hp motor. The fan developed an unusual vibration and was torn apart, resulting in metal and fiberglass shrapnel damage to the inner walls of the fan space. The fan was the only source of air flow to the building; thus, the insured was required to provide temporary cooling through the use of rental air conditioning units during the repair process. The single fan replacement was $198,000 plus the cost of repairing the fan space. An additional cost of $60,000 was incurred for renting air conditioning units during the (approximately) 45-day repair period.

Detection and Prevention Steps: regular physical inspections must be made of equipment of this nature (high speed, rotational) – including checking that all fasteners are tightened to their appropriate level. This may require consultation of the fan’s technical manual provided by the manufacturer to check for any specific torquing requirements and/or a need for special tools. You may even need to secure the services of a specialized technician to conduct the maintenance. For larger and/or more exotic units, consideration should be given for a formal vibration monitoring device to be installed – one that would alarm the operator to a potential failure and/or that provides an automatic shutdown of the fan when it reaches a preset level of concern.

What I have given you are but a (very) few examples of losses that can and do occur within the realm of equipment you utilize every day. To be more comprehensive would require MUCH more space than I have available in a newsletter forum. The best points of advice that I can leave with you are these:

• Practice a proactive, wide-ranging predictive and preventive maintenance program for all electrical and mechanical equipment.
• Consult the technical documents provided by each item’s manufacturer to aid in developing the right program for the situation. This includes their guidance on the lay-up of equipment that is not needed for a particular period.
• Consult with technical representatives of the company providing your Equipment Breakdown insurance coverage to see what assistance they can lend in helping you to prevent losses.

Kevin Perry joined Travelers BOILER RE in July 1997 as a member of the risk control division, where he served as the Assistant Chief Engineer prior to moving to the marketing and underwriting area in September 2000, working directly for the president of BOILER RE. From 1998 to 2001, he represented the insurance industry by serving as a member of the American Society of Mechanical Engineers (ASME) committee responsible for oversight of the contents of the publication regarding design, operation and maintenance of the controls and safety devices for automatically fired boilers (commonly referred to as “CSD-1”). In December 2004, he was promoted to the Divisional Chief Underwriting Officer, responsible for all Equipment Breakdown coverage underwriting activities domestically and abroad.
Over the past several years there has been a significant increase in changes to underwriting requirements for more precise and accurate catastrophe (CAT) modeling data. This data is being utilized in very complex software programs as a benchmark for risk in different geographical areas of the world, and in particular, to the United States.

Since the introduction of these new data collection requirements property & casualty insurers have not been in any rush to adopt a changed modeling approach, which in most cases, resulted in a dramatic rise in certain estimates to loss. However, that sentiment is changing rapidly across the insurance market and underwriters are complying more and more with the demand for the additional data.

Why The Change..?

The property portfolio impact of the new model fluctuates based on the carriers’ consolidation of business and major areas of risk, which can be very different based on geographical location, occupancy types, and how often severe events are estimated to occur. Increased hurricane occurrence, stronger inland wind criteria, greater vulnerability to wind and higher levels of storm surge are considered the main drivers to warrant additional data collection.

Experts say that Florida remains the main driver of industry risk, but that opinions are changing in other regions based on several years of research completed by CAT Modeling Software firms across the country.

As with all changes, difficulties have followed between carrier and insured;

- Inconsistent property schedules
- Inconsistent data between multiple divisions
- Multiple spreadsheets to manage for one aggregated report
- Incomplete, mandatory data fields

Mitigate the Risk...

In an effort to meet the new demands of CAT modeling data collection, Florida entities can mitigate the risk by starting with the following;

- Identify what your needs are and begin to plan
- Ask your insurance broker if they are complying with the new modeling requirements for collection of catastrophe data based on the CAT modeling software they currently utilize
- Contact a professional appraisal firm and ask what their standard appraisal service includes and how they can meet your needs most efficiently (use their expertise!)
- Research software solutions available to assist with the consolidation of multiple spreadsheets to a single comprehensive database
- Hire a professional appraisal firm to collect any/all necessary data to comply with the additional CAT modeling requirements and to ensure you are properly valued and rated
AssetWorks Appraisal Can Help...

As CAT modeling software programs continue to evolve, appraisal firms must develop services and solutions to keep up with those demands. AssetWorks Appraisal understands the importance of these demands and in reaction we are continuously customizing our standard appraisal services and software solutions to assist our clients’ needs accordingly.

Over the past several years, AssetWorks Appraisal has increased the amount of data our professional staff collects in our standard appraisal service. In addition, we have spent countless hours researching the multiple different CAT modeling software systems being utilized throughout the insurance industry and we are diligently training our staff to accurately collect the property data for each unique system - AssetWorks understands that any software model is only as good as the data collected.

Perpetuating existing data and having the ability to add data as CAT modeling software continues to expand and evolve will be vital. AssetWorks Appraisal has developed a solution that will allow our customers to manage their property data in a straightforward and cost effective software application.

Moreover, a special interest group (SIG) has been created to assist with the development of the new software property risk application. The SIG is comprised of risk managers, insurance brokers, underwriters, and a team of senior appraisers and software engineers that are working together to create the most comprehensive software solution available to assist with the evolving demands of accurate data collection and perpetuation.

Preferred Governmental Insurance Trust – “Staying Ahead of the Curve”

In 2008 Preferred contracted with AssetWorks Appraisal Inc. to begin a three year project (2008-2010) that would provide complete full scale appraisal services to include primary CAT modeling data and total insurable value (TIV) for all members. This provided Preferred with a clear picture on outstanding property risks in terms of values, quantity, and construction components. Furthermore, an accurate basis for equitable distribution of premiums was established for their Members along with the proof-of-loss documentation required in the event of a disaster.

In August 2012, Preferred negotiated and contracted with AssetWorks Appraisal Inc. to begin an updating service that will preserve the database from previous appraisals and update with new and/or changed property data. The project will include on-site property appraisal services, trending building values, desktop appraisals, and a customizable and comprehensive software application.

Additionally, Preferred was the first contracted customer to participate in the AssetWorks Appraisal special interest group (SIG) in their ongoing effort to provide seamless solutions to managing the property portfolio of their members - now and in the future!

In Conclusion...

As research on claims continues around the world by CAT modeling firms, the need for additional data to accurately populate these complex modeling software programs will continue to evolve. In most cases, when deficient data is utilized to populate the modeling software, the system will provide a worst case scenario. Likewise, CAT modeling software does not factor how hard, or soft, the market is at the time of rating - it only reflects the data entered and the risk associated in that geographical area. To that end, accurately collecting and maintaining the necessary data and establishing proper value documentation, will ultimately result in favorable underwriting consideration.

Christopher Krier joined AssetWorks in May 2001. He is the Regional Director with AssetWorks Appraisal and his expertise is providing asset management and insurance appraisal consulting services to various types of clients including risk pools, insurance/reinsurance brokers, carriers, hospitals, public and private entities. For over 11 years, his tenure at AssetWorks has included regional project management, the design, planning, and execution of numerous property appraisals, and customized data collection programs for public, private and governmental entities throughout the United States. Mr. Krier has presented at numerous national and regional conferences on topics of property management reporting, insurance valuations, and innovative software solutions for the appraisal industry.
The Valuable Services of
The Preferred HR Risk Management HELPLINE

Preferred Governmental Insurance Trust has partnered with HELPLINE to provide members with risk management services that deliver thousands of dollars of value. Two users from each member will be able to take advantage of the services, and Preferred wants members to leverage the services as they are designed to save time and thousands of dollars.

Unlimited, specific, documented, and confidential advice from employment law attorneys

An online Unlawful Harassment training course available for supervisors and employees

Online tools including a state-specific employee handbook builder, Federal/State forms, posters, news, and more...

Thousands of dollars of employer value

How does the Preferred HR Risk Management HELPLINE work? Members are provided valuable services and will be personally introduced to the following:

- Access to speak directly to Florida employment law attorneys and receive confidential, documented responses no later than the end of the next business day on over 50 risk management and employment law issues
- Online Unlawful Harassment Training for supervisors and employees
- A state-specific employee handbook building tool
- Customizable HR risk management resources including Federal and State-Specific Forms and Posters
- HR Express Updates including popular Questions of the Month and HR Alerts

This service will be available effective October 1, 2012 for all Preferred members with Claims-made Public Officials and Employment Practice Liability

Binding coverage with Preferred provides unlimited access to these valuable resources!
City of Bradenton Fire Department Earns Class Rating of 3.9 from ISO in 2012
Submitted By Public Risk Underwriters of Florida, Inc. - Safety & Risk Management Department

We would like to recognize City of Bradenton Fire Department for their recent new class rating from Insurance Services Office (ISO) from a 4/9 to a 3/9. They are now in the top 6% of the fire departments nationwide.

Pam Stone, Senior Risk Control Consultant for Preferred had the pleasure of interviewing Assistant Chief Ezell and asked him what went into the making of this accomplishment. He gave the praise to the staff as they worked as a team under the direction of Chief Souders during his term of leadership (Chief Souders has since passed away).

Assistant Chief Ezell says that Souders who had a Masters Degree in Business Administration was on the cutting edge. He brought “best practices” to the department working with the team in writing policies and rules and regulations to bring the department up to date. He was an innovator says Ezell, when Souders introduced the accreditation process; he included the rank and file as well as the management staff. There was approximately 2000 hours put in and it took 18 to 24 months to complete.

Ezell admits that when this was first introduced, he thought that it was a waste of time. Once the teams were developed and they started looking at what they do, how they do it, and if it actually worked that made him a believer. Each department was looked at from accounting to line training. Ezell says that the accreditation process also brings transparency to the public by showing them where their tax dollars are being used and how. He recommends accreditation to all fire departments, and he and the programs administrator, Rebecca Pilsbury are willing to offer assistance to any department that may be interested in going through the process.

Pam Stone left the interview feeling that everyone could learn a lot from City of Bradenton Fire Department. They are proof that by exercising Best Practices, such as reviewing policies and procedures for effectiveness on a regular basis, and having co-workers that work as a team in reaching the same goal is always successful.

Congratulations to City of Bradenton Fire Department, Preferred is proud to have them as a member...

Would you like additional copies of the Preferred News?...

Additional copies of the Preferred newsletter may now be printed in PDF format by going to www.pgit.org and accessing the Resources section of the website.

There you will find not only the most recent edition of the newsletter, but also previous editions as well, or if you like, you may also look up current and past articles of interest by utilizing the article index.

Super Bowl Winners Knowledge Blitz Answer Key: 1 = Packers, 2 = Colts, 3 = Steelers, 4 = Raiders, 5 = Bears, 6 = Giants, 7 = Cowboys, 8 = Ravens, 9 = Steelers, 10 = Packers
South Broward Drainage District Receives 2012 FASD Safety Award

Submitted By Public Risk Underwriters of Florida, Inc. - Safety & Risk Management Department

The South Broward Drainage District (SBDD) was the Recipient of the Florida Association of Special Districts (FASD) Safety Award presented at FASD’s annual conference in June. The award was a direct result of SBDD’s safety and risk management initiatives recommended by Preferred’s Sr. Risk Control Consultant, Chris Kittleson, ARM.

During SBDD’s tenure with Preferred it was determined early on that the District was very receptive to working with Loss Control in an effort to reduce and/or eliminate the potential for claims as well as implementing recommendations made by Loss Control to control workplace hazards that could cause injury, illness and/or property damage. Some of these efforts included the formation of a Safety Committee, the preparation of an updated safety manual and monthly safety committee meetings.

Through Preferred, Chris Kittleson conducts an annual safety inspection and provides SBDD with on-going monitoring and evaluations of the safety program. He has also conducted safety related seminars for the SBDD staff.

The District was able to complete these tasks by taking their safety program from “paper to practice” and implementing the best practices of accident prevention which has resulted in a reduction of their claim frequency and severity.

Preferred applauds the South Broward Drainage District for their outstanding efforts in safety by being the current recipient of this safety award.

BE IN THE MEMBER SPOTLIGHT...

We would like to share your best practices, risk management expertise, success stories, and the accomplishments of your entity and employees with fellow members in our next newsletter.

If interested, please contact:

Mike Stephens - Safety & Risk Management Consultant
Email: mstephens@publicrisk.com Phone: 321-832-1658
FOOTBALL MANIA

C K R G E E P O Y T I F R G X P B I
E O U E L L A A O W N F E U T U W O
H L N D V R B U N B C O F A L N N T
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N L E T E C R C Z L N F V N G V X H
C S V Z S S N F J H L L X A F O J J

SUPER BOWL WINNERS KNOWLEDGE BLITZ:
Test your knowledge on what teams (team short name... e.g. Jets) have won Super Bowls in previous years:

1. Super Bowl I - 1967 = _____________
2. Super Bowl V - 1971 = _____________
3. Super Bowl X - 1976 = _____________
4. Super Bowl XV - 1981 = _____________
5. Super Bowl XX - 1986 = _____________
7. Super Bowl XXX - 1996 = _____________
8. Super Bowl XXXV - 2001 = _____________
9. Super Bowl XL - 2006 = _____________
10. Super Bowl XLV - 2011 = _____________

Super Bowl Winners Knowledge Blitz answer key located at bottom of page 9

KEY STAFF CONTACTS:
As a member of Preferred your first call should always be to your agent, if however you need help beyond your agent please feel free to contact us as indicated below:

Marketing: marketing@publicrisk.com
321-832-1455
Kurt Heyman

Operations: ahansen@publicrisk.com
321-832-1510
Ann Hansen

Loss Control: mstephens@publicrisk.com
321-832-1658
Mike Stephens

Claims: liabilityclaims@pgcs-tpa.com
866-683-7710
Julius Hajas