

206 South Central Avenue Paris, IL 61944

Presented: November 8, 2012

Property, Inland Marine, Boiler & Machinery, Crime, General Liability and Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Automobile Liability and Physical Damage, Umbrella, and Workers Compensation

Effective: December 1, 2012 to December 1, 2013



## Arthur J. Gallagher & Co.

Rich Stokluska, ARM, Area Executive Vice President Matthew Gullickson, Account Executive Arthur J. Gallagher Risk Management Services, Inc. Public & Nonprofit Division The Gallagher Centre Two Pierce Place Itasca, IL 60143 rich\_stokluska@ajg.com matt\_gullickson@ajg.com www.ajg.com

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## **Executive Summary**

The entire staff at Arthur J. Gallagher Risk Management Services, Inc. would like to thank the City of Paris for the opportunity to present our background, experience, and qualifications as they pertain to the City of Paris's insurance and risk management needs.

The City of Paris will directly benefit from utilizing our collective knowledge and experience of serving as broker to many Public and Governmental Entities. Nationally, we provide services to over 5,000 schools, municipalities, and counties encompassing over 500,000 employees and \$30,000,000,000 in property values. The Arthur J. Gallagher Risk Management Services, Inc. division of Arthur J. Gallagher & Co. is solely focused on this segment of the market and our expanding client list, market relationships, and personnel reflect that commitment.

We are confident that our proposal will demonstrate our ability to service the risk management needs and confirm our commitment to the City of Paris based on:

- · Our office's strong national presence, which includes clients from New Hampshire to Idaho, and
- Our expertise in governmental entities.

Our company has the expertise and breadth of services to meet all of your risk management needs. We have an experienced team that will work as an extension of you risk management department and will be committed to ensure your program's success.

We again thank you for this opportunity, and look forward to be of service to you.

## **Marketing Summary**

Arthur J. Gallagher Risk Management Services, Inc. is pleased to present our proposal of insurance to the City of Paris. Enclosed for your review are the terms and conditions from the insurance companies that we approached on the City's behalf.

The marketing of the City's program was focused on Workers Compensation, Property, and Liability coverages since those items drive a majority of the direct insurance costs. We approached several companies on the basis of 1) their ability to meet the coverage and deductible requirements, and 2) competitiveness of the current governmental marketplace.

We began the marketing process several weeks ago by obtaining all of the rating data necessary to present the City's claims history and exposures in a manner that would produce the most favorable results. Our goal was to engage the underwriters early in a very aggressive marketing campaign that would allow us time to negotiate the best terms possible for the City of Paris.

We believe that our Proposal of Insurance is not only cost-effective, but also very comprehensive in terms of coverages that the City needs to protect its assets.

The results of our marketing efforts are contained in the following pages. If you have any questions after our meeting and review of our Proposal of Insurance, please feel free to contact us at your convenience.

On behalf of the entire Gallagher Service Team, we would like to thank you again for giving us the opportunity to present our company's capabilities and qualifications to the City of Paris.

Sincerely,

Rich Stokluska, ARM

Area Executive Vice President

Matt Gullickson Account Executive

## **Service Team**

Fax Number:

(630) 285-4062

Office Hours:

9:00 a.m. to 5:00 p.m.

Monday - Friday

The Gallagher Centre Two Pierce Place Itasca, IL 60143 A service team approach will be implemented for City of Paris to provide a senior level availability for all of your services and risk management needs as well as daily service requirements.

#### Service Team

### **Corporate Resources**

## **Steve Ring**

Director

(630) 285-3920 steve\_ring@ajg.com

## **Dorothy Gjerdrum**

**Executive Director** 

(952) 918-3951 dorothy\_gjerdrum@ajg.com

#### Rich Stokluska, ARM

Area Executive Vice President

(630) 285-4012 rich\_stokluska@ajg.com

#### **Matt Gullickson**

Account Executive

(630) 694-5394 matt\_gullickson@ajg.com

## Anne Van Maldegiam

Executive Risk Management Representative

(630) 285-4252

## **Cindy LaMantia**

Area President

(630) 285-4375 cindy\_lamantia@ajg.com

## **Claims/Loss Control**

#### **Carol Thielen**

Loss Control/Claims Specialist

(630) 285-4360 carol\_thielen@ajg.com

## Wayne Onyx

Loss Control Consultant

(630) 285-4162 wayne\_onyx@ajg.com

## Jim Krueger

Claims Advocate

(847) 620-2133 james\_krueger@ajg.com

## The Gallagher Team Approach

For more information on Gallagher's compensation arrangements, please visit www.aig.com/compensation.

#### Account Service

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

#### Renewals

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of your organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

#### **Premium Allocations**

We will provide premium breakdown by department and/or location schedule.

#### Automobile Identification Cards

ID cards will be issued upon binding of coverage.

#### **Phone Calls**

Phone calls will be returned within one working day of receipt.

#### **Certificates of Insurance**

Certificates of Insurance will be issued within one working day of receipt.

## **Quarterly Account Review**

Quarterly account reviews will include review of claims, exposures, audits, and service.

#### **Claims**

Claims will be reported to the company within one working day of receipt, and immediate acknowledgement of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. All claims exceeding incurred reserves of \$10,000 will be discussed in detail at the quarterly account review. Monthly claim reports will be provided if requested.

#### **Loss Control**

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis. We will also arrange loss control seminars on topics chosen by you upon request.



## You deserve a broker who places the client first.

## Gallagher Ranked #1 In Client Satisfaction!



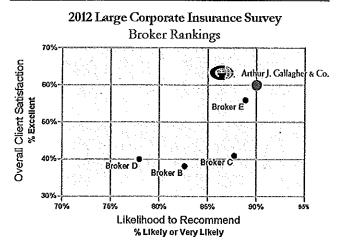
#### Normally, we don't like to pat ourselves on the back.

But every so often our clients or someone in the industry will share with us how they feel about our partnership, the services we provide, or how we conduct business. And at Arthur J. Gallagher & Co. we're especially proud of two recent announcements.

#### Greenwich Associates Ranks Gallagher #1 in Overall Client Satisfaction.

Gallagher ranked #1 in overall client satisfaction among the five largest brokers in Greenwich Associates 2012 Large Corporate Insurance Survey. More than 700 clients were surveyed, and we placed first or second in every category, including #1 in "likelihood to recommend" - which means our clients are more likely to recommend us than any of our competitors' clients.

Gallagher also ranked first in the following 10 categories:



The Top 5 brokers by market share (listed alphabetically) are Aon, Gallagher, Lockton, Marsh, and Willis.

WORLD'S MOST

WWW.ETHISPHERE.COM

- #1 IN UNDERSTANDING CLIENTS' BUSINESS NEEDS
- #1 IN ETHICALITY
- #1 IN TRANSPARENCY IN COMPENSATION & PRICING
- #1 IN PROMPT FOLLOW-UP ON REQUESTS
- #1 IN KNOWLEDGE OF INSURANCE PRODUCTS
- #1 IN FLEXIBILITY
- #1 IN ABIILITY TO INNOVATE
- #1 IN SATISFACTION WITH VISIT FREQUENCY
- #1 IN GLOBAL COORDINATION AND MANAGEMENT
- #1 IN THOUGHT LEADERSHIP

#### Gallagher named one of the World's Most Ethical Companies for 2012.<sup>2</sup>

Arthur J. Gallagher & Co. was also recently named one of the World's Most Ethical Companies for 2012 by The Ethisphere Institute. Gallagher joins a small but distinguished list of companies committed to operating at the highest standards.

#### You manage your business. Let Gallagher manage your risk.

Arthur J. Gallagher & Co. operates differently than most insurance brokers. Our expert advisors are ready to get inside your business and truly understand your operations, your thinking, your past experiences and future plans. Only then can we architect solutions that truly support your objectives.



Arthur J. Gallagher & Co.

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<sup>&</sup>lt;sup>1</sup> Rankings based on Greenwich Associates Large Corporate Insurance Study (January 2012) of more than 700 companies. The top 5 brokers (by market share, listed alphabetically) are Aon, Gallagher, Lockton, Marsh and Willis.

<sup>&</sup>lt;sup>2</sup> Ethisphere institute, March 2012.

## **Market Review**

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher Risk Management Services, Inc. communications to each insurance company contacted.

Insurance Carrier	Coverages	Carrier Position	
Brit First Dollar/Underwriters at Lloyd's, London	Public Entity Package	Quoted - Competitive	
Travelers	Public Entity Package	Quoted - Competitive	
American Public Risk/ Allied World National Assurance Company	Public Entity Package	Indication – High	
American Alternative	Public Entity Package	Declined - Time	
Trident/Argonaut Great Central Insurance Company	Public Entity Package	Declined – Losses	
Zurich American Insurance Company	Boiler & Machinery	Quoted	
Hanover Insurance Company	Crime/Public Officials Bonds	Quoted	
Illinois Public Risk Fund (IPRF)	Workers Compensation	Quoted	

# Carrier Ratings and Admitted Status Rating Levels and Categories

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Travelers	A+ XV	Admitted
Underwriters at Lloyd's of London	A XV	Admitted
Zurich American Insurance Company	A+ XV	Admitted
Hanover Insurance Company	A XIV	Admitted
Illinois Public Risk Fund (IPRF)	Not Rated <sup>(1)</sup>	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state. The above A.M. Best Rating was verified on the date the proposal document was created.

Level Category	Level	Category	Level Category
A++, A+Superior	B, B	Fair	DPoor
A, AExcellent	C++, C+	Marginal	EUnder Regulatory Supervision
B++, B+Very Good	C, C	Weak	FIn Liquidation
			SRating Suspended

			Financial Siz	e Categories			
FSC I			Up to 1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at http://www.ambest.com. See Guide to Best's Credit Ratings for explanation of use and charges.

<sup>(1)</sup> The Illinois Public Risk is a Self-Funded program established in 1985 solely for the purpose of providing Workers Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation which is rated A X by A.M. Best's.

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## **GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS - INSURER**

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial S	Strenath	Ratings -	Insurer
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	Rating	Descriptor	Definition
<u>@</u>	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Secure	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
	В, В-	Falr	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Vulnerable	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obliga- tions. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obliga- tions. Financial strength is extremely vulnerable to adverse changes in underwriting and economic con- ditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	in Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation,
	S	Suspended	Assigned to rated companies when sudden and significant events affect their balance sheet strength or operating performance and rating implications cannot be evaluated due to a lack of timely or adequate information.

#### **Rating Outlooks**

Assigned to an interactive Financial Strength Rating to indicate its potential direction over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

#### **Rating Modifiers**

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with pos- itive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process.
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

#### **Affiliation Codes**

Indicates rating is based on a type of affiliation with other insurers.	g	Group	р	Pooled	r	Reinsured
<u> </u>						

#### **Not Rated Categories**

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating.						
NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experience.	NR-3: Rating Procedure Inapplicable.				
NR-4: Company Request.	NR-5: Not Formally Followed.					
		<u> </u>				

#### **Rating Disclosure**

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policles or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com.

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Version 041410



## **Coverage Highlights**

• Property & Liability - Underwriters at Lloyd's of London (Brit)

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Brit

Coverage:

Property

Carrier:

Underwriters at Lloyd's of London

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation Type	Deductible	Premium*
Building and Personal Property			\$1,000 Unless Noted Below	\$113,593

<sup>\*</sup> Premium does not include TRIA premium of \$1,396.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

		Limit	Deductible
•	Contractors Equipment – Scheduled	\$701,902	\$1,000.
•	Contractors Equipment – Unscheduled	\$50,000	\$1,000
	(\$2,500 maximum per any one item applies	•	,
•	Emergency Portable Equipment - Schedule required for limits	\$487 <b>,</b> 632	Policy Deductible
	above basic limit		,
•	Earthquake – Nondamage areas only	\$5,000,000	\$25,000
•	Flood – 100- and 500-Year Flood Plains, as defined by FEMA,	\$5,000,000	\$25,000
	are excluded	, , ,	<b>1.10,</b> 000

## **Additional Coverages:**

•	Automated External Defibrillator Collapse Commandeered Property of Others (Other than Automobiles)	Limit \$5,000 Limit extended \$250,000	Deductible Policy Deductible Policy Deductible Policy Deductible
•	Crime Reward – Excluding Arson	\$25,000	Policy Deductible
•	Debris Removal of Covered Property	25% of loss + \$25,000 Per Location	Policy Deductible
•	Emergency Evacuation Expense	\$25,000	Policy Deductible
•	Emergency Real Estate Consulting Fee	\$5,000	Policy Deductible
•	Employee Dishonesty	\$50,000	\$250 Deductible
•	Exterior Building Glass	Included	Policy Deductible
•	Fire Department Service Charge	\$25,000	No Deductible
•	"Fungus," Wet Rot, Dry Rot, and Bacteria – Limited Coverage	\$15,000	Policy Deductible
•	Inventory and Appraisal Cost for Claim Preparation	\$10,000	Policy Deductible
•	Lease Cancellation Moving Expenses	\$2,500	Policy Deductible

- Controller			
•	Money and Securities Pollutant Cleanup and Removal Preservation of Property State Forest Fire Expense Temporary Meeting Space Water Damage, Other Liquid, Powder or Molten Material Damage	Limit \$25,000 \$25,000 Included \$25,000 \$1,000 Included	Deductible Policy Deductible Policy Deductible Policy Deductible Policy Deductible No Deductible Policy Deductible
C	overages Extensions:		
	3	Limit	D. J. 49.1.
•	Accounts Receivable – Per Occurrence on premises/off premises	\$250,000/\$50,000	<b>Deductible</b> Policy Deductible
•	Animals and Canines – Per Animal and Per Occurrence	\$1,500/\$10,000	Dalim D. J
•	Appurtenant Building or Structures	\$10,000 \$10,000	Policy Deductible
•	Arson Reward	\$25,000 \$25,000	Policy Deductible No Deductible
•	Building Ordinance or Law - Coverage A (Undamaged)	Included	
•	Coverage B (Demolition) and Coverage C (increased Cost of Construction	\$350,000	Policy Deductible Policy Deductible
	Business Income	\$400.000	7 " 7 1 "I
•	Extra Expense	\$100,000	Policy Deductible
•	Business Income – Loss of Tax Revenue	\$500,000	Policy Deductible
•		\$100,000	No Deductible
•	Change in Temperature, Electrical Damage and Off-Premises Utility Services – Direct Damage	\$50,000	Policy Deductible
•	Communication Towers	\$100,000	Policy Deductible
•	Contractors Equipment – Nonowned – Per Item and Per Occurrence Limit	\$75,000/\$250,000	Policy Deductible
•	Emergency Portable Equipment	\$794,077	Policy Deductible
•	Employees Tools – Per Employee and Per Occurrence Limit	\$500/\$1,500	Policy Deductible
•	Fair or Exhibitions	\$50,000	Policy Deductible
•	Fine Arts – Per Item and Per Occurrence Limit	\$5,000/\$100,000	Policy Deductible
•	Fire Equipment Recharge	\$25,000	No Deductible
•	Footbridges and Appurtenant Structures	\$25,000	Policy Deductible
•	Foundations of Machinery, Swimming Pools, and Underground Pipes	Limit Extended	Policy Deductible
•	Golf Course Greens - Limited Perils	\$100,000	Policy Deductible
•	Lock Replacement	\$25,000	\$50 Deductible
•	Newly Acquired or Constructed Property – Each Building Limit/Contents Limit	\$1,000,000/\$500,000	Policy Deductible
•	Nonowned Detached Trailers	\$5,000	Policy Deductible
•	Outdoor Property	\$25,000	Policy Deductible
•	Paved Surfaces	\$100,000	Policy Deductible
•	Personal Computers, Communication Equipment, EDP	\$250,000/\$10,000	Policy Deductible
	Equipment, Electronic Data or Media – Per Occurrence and Away from Premises	\$220,000/ \$10,000	Toncy Deduction
•	Personal Effects – Per Person/Each Location and Occurrence Limit	\$25,000/\$50,000	Policy Deductible

	Limit	Deductible
<ul> <li>Personal Property Off-Premises or in Transit</li> </ul>	\$100,000	Policy Deductible
Recertification Expense	\$5,000	Policy Deductible
<ul> <li>Rental Expense – Contractors Equipment</li> </ul>	\$10,000	Policy Deductible
Retaining Walls	\$10,000	Policy Deductible
Sign Coverage	\$25,000	Policy Deductible
Spoilage – See Utility Service Direct Damage	\$25,000	Policy Deductible
• Surface Water (Locations situated in a 100- or 500-year plain are excluded	flood \$25,000	Policy Deductible
Theft Damage to Nonowned Buildings	\$50,000	Policy Deductible
Underground Sprinkler Systems	Included	Policy Deductible
• Underground Water Seepage – Per Premise	\$10,000	Policy Deductible
Unnamed Locations	\$250,000	Policy Deductible
<ul> <li>Valuable Papers and Records – Cost of Research (Other Electronic Data) On-Premises Limit and Away from Pre Limit</li> </ul>		Policy Deductible

### Exclusions include, but are not limited to:

- Nuclear Hazard
- War and Military Action
- Prior claims or suits filed for damages to farmland by P&S Secondino, David Gossell, and Mark Krieger

#### Endorsements include, but are not limited to:

Flood Excess and Loss Limitation

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## **Conditions of the Quote, Coverages, or Binding:**

• Signed Application and Statement of Values

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Brit

Coverage:

General Liability, Employee Benefits Liability, and Law Enforcement Liability

(Separate Limits Apply)

Carrier:

Underwriters at Lloyd's of London

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium
General Liability	\$1,000,000	\$3,000,000	\$1,000	Included
Law Enforcement Liability	\$1,000,000	\$3,000,000	\$5,000	Included
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$0	Included

<sup>\*</sup> Premium does not include TRIA Premium of \$702.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

## Coverages include, but are not limited to:

#### **General Liability**

•	General Aggregate	\$3,000,000	
•	Products/Completed Operation Aggregate	\$3,000,000	
٠	Bodily Injury and Property Damage - Each Occurrence	\$1,000,000	
•	Personal and Advertising Injury		No deductible
•	Damage to Premises Rented to You Each Occurrence	\$1,000,000	
•	Medical Payments	\$5,000	
•	Sexual Abuse – Each Occurrence	\$250.000	
•	Sexual Abuse – Aggregate	\$500,000	
•	Liquor Liability	\$1,000,000 (1)	
•	Failure to Supply – Utility Operations (other than sudden and	\$1,000,000	
	accidental)		

- Blanket Additional Insureds for Written and Oral Contracts
- Medical Professional (or Employed EMTs and Paramedics)
- Owned Watercraft up to 50 Feet
- Host Liquor Liability
- Herbicide, Pesticide, Road Treatment, Chlorine in Swimming Pools Limited Pollution Liability

#### Law Enforcement Liability/Wrongful Act

General Aggregate

Approved Moonlighting

\$1,000,000 Per Wrongful Act \$3,000,000

<sup>(1)</sup> Available for an additional Premium.

Mutual Aid Agreements

Nonmonetary Defense

\$10,000 Per Claim \$50,000 Per Policy Period

 Civil Rights Violations, Intentional Acts, Vehicular Hot Pursuit, Failure to Protect, Excessive force, False Arrest, Failure to Train/Supervise

#### **Statement of Defense Costs:**

Limits are not eroded by Defense Costs

#### **Insuring Agreement**

Pay on Behalf

## Auditable Exposures and Audit Frequency, if applicable:

• Nonauditable Policy Form

### **Exclusions include, but are not limited to:**

#### General Liability

- Expected or Intended Injury
- Airports, Aircraft, Automobiles
- Watercraft (owned, over 51-feet)
- Asbestos-Related Claims
- Contractual Liability
- Dams, Reservoirs, or Levee Structural Failure or Collapse (unless scheduled)
- Damage to Impaired Property
- Architects, Engineers, Surveyors, Attorneys, Professional
- Electronic Data
- Eminent Domain
- Employers Liability
- Fireworks (unless scheduled)
- Employment Practices Liability (refer to Public Officials section for coverage details)
- Fungi or Bacteria
- Liquor Liability (except Host and at functions sponsored by you, not exceeding 5 consecutive days) temporary inactive
- Pollution (except Hostile Fire, Herbicide, Pesticide, Chlorine used in general maintenance)
- Underground Storage Tanks
- War
- Nuclear Liability
- ERISA
- · Medical Malpractice for licensed professionals except employed nurses, EMTs, paramedics, counselor
- Strikes, Riots, Civil Commotion
- Care, Custody, Control (Real and Personal Property)
- Medical Centers, Nursing Homes, Abuse Treatment Centers
- Mobile Equipment
- Medical Expense

#### Law Enforcement Liability

- Auto, Watercraft, or Aircraft
- Injunctive Relief
- Employment Practices Liability (refer to Public Officials section)
- Personal or Bodily Injury to Auxiliary or Volunteers

### Endorsements include, but are not limited to:

- Lead Exclusion
- Sexual Molestation Endorsement
- Silica or Silica-Related Dust Exclusion

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## Conditions of the Quote, Coverages, or Binding:

Signed Application

#### Note:

• The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

#### Claims-Made Renewal:

Should you elect to change carriers (if a new retroactive date is provided) or nonrenew this policy, a Supplemental Extended Reporting Endorsement may be available subject to policy terms and conditions. You must request the Extended Reporting Period in writing to the carrier within days of the expiration date. The cost of this Extended Reporting Period is % of the annual premium and is fully earned. The Extended Reporting Period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within days of the end of the policy period. The Extended Reporting Period does not increase the limits of liability and is subject to all policy terms, conditions, and exclusions.

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Brit

Coverage:

Public Officials Errors & Omissions/Employment Practices Offense

Carrier:

Underwriters at Lloyd's of London

Form #:

Specimen upon request

Form Type:

Claims-Made

Full Prior Acts – Retroactive Date – 1/1/1985

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium
A. Wrongful Act	\$1,000,000	\$3,000,000	\$5,000	Included
B. Employment Practices Offense	\$1,000,000	\$3,000,000	\$5,000	Included

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

## Coverages include, but are not limited to:

#### **Public Officials Liability**

Key Individual Replacement Expense

Terrorist Travel Reimbursement

Identity Theft

\$25,000 Per Claim

\$5,000 Per Policy Period

\$5,000 Per Claim

#### **Employment Practices Liability**

Nonmonetary Defense

Workplace Violence Counseling

Back Wages

\$10,000 Per Claim/\$50,000 Per Policy Period

\$5,000 Per Policy Period

\$10,000 Per Claim/\$5,000 Deductible

#### **Statement of Defense Costs:**

Limits are not eroded by Defense Costs

## **Insuring Agreement**

Pay on Behalf

## Auditable Exposures and Audit Frequency, if applicable:

Nonauditable Policy Form

## Exclusions include, but are not limited to:

- Intentional Breach of Contract
- Any Claim Brought as a Counter Claim or Cross Claim by an Assured Against Any Other Assured
- Injunctive Relief
- Criminal Acts

- ERISA or Similar Fiduciary Capacity
- Fines and Penalties
- Nonmonetary Sublimit for Defense
- Gaining of Profit
- Prior or Pending Litigation
- Prior Knowledge or Circumstances that Could Reasonably be Expected to Give Rise to a Claim
- Back Wages (Sublimit Provided)

#### **Other Conditions:**

#### Settlement

Carrier will not settle any "suit" without the insured's consent. If, however, the insured refuses to consent
to any settlement, and shall elect to contest the "claim" or continue any legal proceedings in connection
with such "claim," our liability for the "claim" shall not exceed the amount for which the "claim" could
have been so settled, plus "loss adjustment expense" incurred up to the date of such refusal.

#### Endorsements include, but are not limited to:

- Public Officials Liability
- Employment Practices Liability

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## Conditions of the Quote, Coverages, or Binding:

 Exclusion for prior claims for damages to farmland filed by P&S Secondino, David Gossell, and Mark Krieger

#### Note:

• The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## If Claims-Made - ERP Applies:

### SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL

- 1. An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or nonrenewed by us, except for nonpayment of premium, or if we renew or replace coverage with insurance that:
  - a. has a retroactive date; or
  - b. provides coverage on other than a Claims-Made basis.
- 2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claim(s)" covered under any subsequent policy.

- Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the "policy period."
- 4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
  - a. Twelve (12) month option 70% of the Annualized Coverage Form Premium;
  - b. Twenty-four (24) month option 120% of the Annualized Coverage Form Premium;
  - c. Thirty-six (36) month option 150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

- 5. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.
- 6. The Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. Subject to this Coverage Form's terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to "claim(s)" first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to "claim(s)" due to "public officials wrongful act(s)" or "employment practices wrongful act(s) committed prior to the end of the "policy period."
- 7. The Extended Reporting Period does not reinstate or in-crease this Coverage Form's Limits of Liability. "Claim(s)" which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the "policy period."

## If Claims-Made - Claims/Definition and Claims Reporting:

- Public Officials Liability
  - > "Claim" means a written notice from any party that it is their intention to hold an insured responsible for "loss" resulting from a "public officials wrongful act" covered by this Coverage Form.
- Employment Practice Liability "Claim" means:
  - A written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "employment practices wrongful act" covered by this Coverage Form; and
  - Any notice that requires you to attend an administrative hearing conducted by the EEOC or by any state agency with a similar purpose.

## Duties in the Event of a Claim or Suit - Public Officials or Employment Practice Liability:

 In the event of a "claim," written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents as soon as practicable;

#### Awareness Provision:

• If, during the "policy period" or the Extended Reporting Period, the insured receives oral notice from any party that it is the intention of such party to hold the insured responsible for any "public officials wrongful

act(s)," or Employment Practice the insured will give written notice to us of the receipt of such oral notice, during the "policy period" or Extended Reporting Period. Any "claim(s)" made against the insured arising out of such "public officials wrongful act(s) will, for the purpose of this Coverage From, be treated as a "claim" made during the "policy period" in which such notice was given, or, if given during the Extended Reporting Period, as a "claim" made during the last "policy period,"

 For the purpose of the above clause, notice to the designee named on the Declarations will constitute notice to the insured;

In the event of any "claim" occurring hereunder, notice to us will be given to the person or firm(s) shown
on the Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

#### Claims-Made Renewal:

Should you elect to change carriers (if a new retroactive date is provided) or nonrenew this policy, a Supplemental Extended Reporting Endorsement may be available subject to policy terms and conditions. You must request the Extended Reporting Period in writing to the carrier within days of the expiration date. The cost of this Extended Reporting Period is % of the annual premium and is fully earned. The Extended Reporting Period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within days of the end of the policy period. The Extended Reporting Period does not increase the limits of liability and is subject to all policy terms, conditions, and exclusions.

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Brit

Coverage:

Automobile Liability/Auto Physical Damage

Carrier:

Underwriters at Lloyd's of London

Form #:

Specimen upon request

Effective:

December 1, 2012 to December 1, 2013

Coverage	Each Accident Limit	Deductible	Premium
Automobile Liability	\$1,000,000	\$0	\$45,876
Auto Physical Damage	Actual Cash Value	\$1,000 Comprehensive \$1,000 Collision	Included
Uninsured/Underinsured Motorist	\$100,000/\$100,000	\$0	Included
Medical Payments	\$5,000	<b>\$</b> 0	Included
Hired and Nonowned	Included	\$0	Included

The following is a general summary of the Insuring Agreement, Actual policy form should be sought for complete terms and conditions,

## Coverages include, but are not limited to:

- · Separate Policy Limit
- Fleet Coverage
- Emergency Response Provider Endorsement

## Auditable Exposures and Audit Frequency, if applicable:

Annual Audit at year-end – quote based on 70 vehicles

#### **Statement of Defense Costs:**

Limits are not eroded by Defense Costs or Deductible

## **Exclusions include, but are not limited to:**

- Expected or Intended Injury
- Workers Compensation
- Property Damage to Property Owned or Transported by You
- Property in Care, Custody, or Control

### Endorsements include, but are not limited to:

- Broad Form
- Hired Auto Covered − ☐ Included ☐ Not Included
- Nonowned Auto Covered 
   \included Included 
   \included Not Included

Physical Damage \$1,000 Deductible Comprehensive, \$1,000 Deductible Collision

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## **Conditions of the Quote, Coverages, or Binding:**

- Signed Application
- MVR Reviews Annually

#### Note:

• The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## **Description of Covered Auto Designation Symbols**

Symbol	T.	escription of Covered Auto Designation Symbols
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 Motorists 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," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject	Only those "autos" that are land vehicles and that would qualify under the
	to Compulsory or Financial	definition of "mobile equipment" under this policy if they were not subject to a
		compulsory or financial responsibility law or other motor vehicle insurance law
	Motor Vehicle Insurance	where they are licensed or principally garaged.
	Law Only	, , ,

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Brit

Coverage:

Umbrella/Excess Liability

Carrier:

Underwriters at Lloyd's of London

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Umbrella Liability, Following Form	\$10,000,000	\$10,000,000	\$10,000	\$32,309

<sup>\*</sup> Premium does not include TRIA premium of \$808.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions,

## Coverages include, but are not limited to:

- Follow Form General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Automobile Liability
- Coverage A Follow Form Excess
- Coverage B \$10,000 Retained Limit (if not covered in primary)

#### Statement of Defense Costs:

· Limits are not eroded by defense costs or deductible

## **Insuring Agreement**

Pay on Behalf

## Exclusions include, but are not limited to:

- UM/UIM Exclusion
- Pollution
- War

## **Endorsements include, but are not limited to:**

- Limits of Liability Separate Aggregate Protection
- Absolute Pollution Exclusion
- Abuse or Molestation Exclusion
- Asbestos Exclusion
- Athletic Participants Exclusion
- Dam Failure Exclusion
- Failure to Supply Exclusion (not including water)
- Fungi or Bacteria Exclusion
- Knowledge of Occurrence Coverage B

- Lead Exclusion
- Schedule of Underlying Insurance
- Silica or Silica-Related Dust Exclusion
- Trampoline Exclusion

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## Conditions of the Quote, Coverages, or Binding:

- Signed Terrorism rejection letter within 7 days of binding
- For Claims-Made Portion Extended Reporting Period
- Signed Authorization to Bind Coverage

#### Claims-Made Renewal:

Should you elect to change carriers (if a new retroactive date is provided) or nonrenew this policy, a Supplemental Extended Reporting Endorsement may be available subject to policy terms and conditions. You must request the Extended Reporting Period in writing to the carrier within days of the expiration date. The cost of this Extended Reporting Period is % of the annual premium and is fully earned. The Extended Reporting Period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within days of the end of the policy period. The Extended Reporting Period does not increase the limits of liability and is subject to all policy terms, conditions, and exclusions.

## **Travelers Insurance Co.**

- Property (Flood and Earthquake)
- Equipment Breakdown
- Inland Marine
- General Liability
- Liquor Liability
- Employee Benefit Plans Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Public Entity Employment-Related Practices Liability
- Automobile Liability
- Auto Physical Damage
- Umbrella
- Cyber Liability

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Travelers

Coverage:

Property

Carrier:

Travelers Companies

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation Type	Deductible	Premium*
Property – Building and Personal Property Blanket	\$37,874,685	Replacement Cost	\$1,000	\$37,321
Business Income and Extra Expense	\$1,000,000		72 Hours	Included
Flood	\$2,500,000 Annual Aggregate		\$50,000	Included
Earthquake	\$2,500,000 Annual Aggregate		\$50,000	Included

<sup>\*</sup> Premium includes TRIA premium. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

## Coverages include, but are not limited to:

- Blanket Limit Applies building & Contents (Statement of Values 12/1/2012)
- Replacement Cost Valuation 90% Co-insurance
- Deluxe Property Coverage Form Additional Coverages and Coverage Extensions (see attached)
- Deluxe Business Income Coverage Form Additional Coverage and Coverage Extensions (see attached)
- Utility Services Direct Damages Water, Communication, Power Supply \$50,000
- Equipment Breakdown included does not increase Covered Property, Business Income, Extra Expense and/or Coverage Limits
  - Coverage Sublimit:
    - Spoilage \$250,000
    - Ammonia Contamination \$250,000
    - Hazardous Substance \$250,000

## Exclusions include, but are not limited to:

- Certain Computer-Related Losses
- Loss Due to Virus or Bacteria
- Certified Acts of Terrorism
- Utility Services Direct Damages Overhead Transmission Lines
- Vacancy Restriction
- Personal Property Outside Coverage Territory

#### **Endorsements include, but are not limited to:**

- Electronic Vandalism Limitation
- Fungus, Rot, Bacteria and Other Causes of Loss Changes
- Sewer or Drain Backup Limitation DX T4 45: \$50,000
- Cap on Certified Acts of Terrorism
- Public Entity Property Extensions DX T4 47

	Limits of Insurance
Confiscated Property	\$100,000
Street Lights – Each Item	\$2,500
Street Lights – Per Occurrence	\$50,000
Street Signs – Each Item	\$2,500
Street Signs – Per Occurrence	\$50,000
Traffic Signs And Lights – Each Item	\$2,500
Traffic Signs And Lights – Per Occurrence	\$50,000
Stadium Lights – Each Item	\$2,500
Stadium Lights – Per Occurrence	\$50,000

#### Cause of Loss - Broad Form Flood:

Causes of Loss – Broad Form Flood – aggregate in any one policy year, for all losses covered under the Causes of Loss – Broad Form Flood endorsement commencing with the inception date of this policy:

	Annual Aggregate Limit	
Applies at the following Building(s) numbered:		
013, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043,044, 066, 070, 081, 106	\$2,500,000	

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

#### Excess of Loss Limit Applies - See Causes of Loss - Broad Form Flood Endorsement

The Excess of Loss Limitation applies to loss resulting from "Flood" to buildings, structures of Personal Property in the open with Flood Zone A or Flood Zone(s) prefixed A (as classified under the National Flood Insurance Program), or to Personal Property in or on buildings or structures located within such Flood Zones.

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## **Conditions of the Quote, Coverages, or Binding:**

• Signed Authorization to Bind Coverage

#### DELUXE PROPERTY COVERAGE FORM – ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of	Revised Limits of
A security Description At all described promises	Insurance	Insurance
Accounts Receivable: At all described premises	\$50,000 \$35,000	\$150,000 \$150,000
Accounts Receivable: In transit or at all undescribed premises	\$25,000	\$150,000
Appurtenant Buildings and Structures	\$100,000	
Claim Data Expense	\$25,000	
Covered Leasehold Interest – Undamaged Improvements &	\$100,000	
Betterments. Lesser of Your Business Personal Property Limit or:	60E0 000	
Debris Removal (additional amount)	\$250,000	
Deferred Payments  Durlingto Blacksonia Data Propagaina Data & Madia	\$25,000	
Duplicate Electronic Data Processing Data & Media	\$50,000	
Electronic Data Processing Data and Media at all described premises	\$50,000	
Employee Tools – In any one occurrence	\$25,000	
– Any one item	\$2,500	
Expediting Expenses	\$25,000	
Extra Expense	\$25,000	
Fine Arts – At all described premises	\$50,000	
- In transit	\$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost	407	
- Percentage:	1%	
- Maximum Amount Each building	\$100,000	
Green Building Reengineering and Recertification Expense	\$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot Annual Aggregate	\$25,000	
Loss of Master Key	\$25,000	
- Buildings Each	\$2,000,000	
- Personal Property at each location	\$1,000,000	
Nonowned Detached Trailers	\$25,000	
Ordinance or Law Coverage	\$250,000	<b>A</b> FA AAA
Outdoor Property	\$25,000	\$50,000
- Any one tree, shrub, or plant	\$2,500	\$2,500
Outside Signs – At all described premises	\$100,000	
- At all undescribed premises	\$5,000	640.000
Personal Effects	\$25,000	\$50,000
Personal Property At Premises Outside of the Coverage Territory	\$50,000	
Personal Property In Transit Outside of the Coverage Territory	\$25,000	\$50,000
Excluded Modes of Transportation or Shipments (if checked):		
Air Carrier Railroad Insured's Vehicles		
Common or Contract Carrier Watercraft Other	****	
Pollution Clean-Up and Removal – Annual Aggregate	\$100,000	
- Expenses to move and temporarily store property	\$250,000	
- Direct loss or damage to moved property	Included*	
Reward Coverage – 25% of covered loss up to a maximum of:	\$25,000	
Stored Water	\$25,000	

DELUXE PROPERTY COVERAGE FO ADDITIONAL COVERAGES AND COVERAGE		
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$50,000	
Valuable Papers and Records - Cost of Research	•	
– At all described premises	\$50,000	\$150,000
In transit or at undescribed premises	\$25,000	\$150,000
Water or Other Substance Loss - Tear Out and Replacement Expense	Included*	
*Included means included in applicable Covered Property Limit of Insurance		

Deluxe Business Income (And Extra Expense) Coverage Form - Described Premises

Premises Location No.

All

Building No.

Limits of Insurance
All
\$8,000,000

50% Coinsurance Applies. See Business Income - Coinsurance

Business Income Rental Value:

Included

Business Income Ordinary Payroll:

Included

90 days

Deluxe Business Income Coverage Form (And Extra Expense) - Described Premises

#### Additional Coverages and Coverage Extensions

The Limits of Insurance, Coverage Period, and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius, or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
At Premises Within the Coverage Territory	\$100,000	\$250,000
- At Premises Outside of the Coverage Territory	\$100,000	
Civil Authority		
- Coverage Period	30 days	
- Coverage Radius	100 miles	
Claim Data Expense	\$25,000	
Contract Penalties	\$25,000	
Extended Business Income – Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot		
<ul> <li>Amended Period of Restoration Coverage Period</li> </ul>	30 days	
Green Building Alternatives	•	
<ul> <li>Increased Period of Restoration Coverage Period</li> </ul>	30 days	
Ingress or Egress	\$25,000	
– Coverage Radius	1 mile	
Newly Acquired Locations	\$500,000	
Ordinance or Law - Increased Period of Restoration	\$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	\$25,000	
Transit Business Income	\$25,000	
Undescribed Premises	\$25,000	

## **Coinsurance Illustration**

#### **Coinsurance Formula:**

Insurance Carried ÷ Insurance Required x Loss – Deductible = Settlement

## Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value = \$1,000,000

Coinsurance Amount = 80%

Deductible = \$500

Insurance Required = \$800,000 (80% of \$1,000,000)

Insurance Carried = \$400,000

Loss Incurred = \$200,000

Settlement determined by applying the coinsurance formula:

#### Note:

If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

## Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

#### Travelers

Coverage:

Inland Marine (Contractors Equipment)

Carrier:

Travelers Companies

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation Type	Retention	Premium*
Inland Marine – Contractors Equipment	\$1,470,332	Replacement Cost	\$1,000	\$12,704
Contractors Equipment Unscheduled Item Not to Exceed – per item		Replacement Cost Replacement Cost	\$1,000	Included
Newly Acquired Contractors Equipment	\$250,000	Replacement Cost	\$1,000	Included
Flood/Earthquake Limit	\$250,000	Replacement Cost	\$25,000	Included
Miscellaneous Property				
Scheduled Property – Total	\$1,673,343	Replacement Cost	\$1,000	Included
Unscheduled Property – Total	<b>\$</b> 145 <b>,</b> 000	Replacement Cost	\$1,000	Included
Not to Exceed – per item	\$1,000	Replacement Cost		Included
Radio and TV Stations Coverage		Replacement Cost	\$1,000	Included
Cable Telecommunications Tower Commercial Articles	\$138,806 \$53,834	Replacement Cost	\$1,000	Included

<sup>\*</sup> Property/Inland Marine - Collectively must be rejected or accepted for Terrorism coverage. Cannot reject or accept one and not the other. TRIA coverage for Inland Marine is \$65 and is in addition to total Inland Marine premium.

The following is a general summary of the Insuring Agreement, Actual policy form should be sought for complete terms and conditions.

## Coverages include, but are not limited to:

- Covered Property: Machinery (including spare parts and accessories), equipment, and tools that you own or are in your care, custody, or control
- Leased or Rented Items \$100,000 per item

#### Statement of Defense Costs:

N/A

## **Insuring Agreement**

Pay on Behalf

### Exclusions include, but are not limited to:

- Loss due to Virus or Bacteria
- Certain Computer-Related Losses
- Cap on Certified Acts of Terrorism

#### Endorsements include, but are not limited to:

- List of Property on File Contractors Equipment and Scheduled Property
- Fine Arts Valuation

#### **Extensions of Coverage:**

- Civil Authority: Includes direct physical loss caused by or resulting from actions by a civil authority in an attempt to avoid further loss or damage
- Removal: Includes the cost to remove Contractors Equipment from a premises to preserve it from loss or damage by a peril not otherwise excluded

#### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

## Conditions of the Quote, Coverages, or Binding:

Signed Authorization to Bind Coverage

#### Claims-Made Renewal:

Should you elect to change carriers (if a new retroactive date is provided) or nonrenew this policy, a Supplemental Extended Reporting Endorsement may be available subject to policy terms and conditions. You must request the Extended Reporting Period in writing to the carrier within days of the expiration date. The cost of this Extended Reporting Period is % of the annual premium and is fully earned. The Extended Reporting Period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within days of the end of the policy period. The Extended Reporting Period does not increase the limits of liability and is subject to all policy terms, conditions, and exclusions.

### Travelers

Coverage:

**General Liability** 

Carrier:

Travelers Insurance Company

Form Type:

Per Occurrence

Claims-Made

Employee Benefits Only – Retroactive Date: 1/1/1985

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Premium*
Bodily Injury/Property Damage	\$2,000,000	\$59,293
Personal Injury/Advertising	\$1,000,000	Included
Medical Payments	Excluded	Included
Sewer Backup (from Negligence)	\$500,000	Included
Products/Completed Operations Aggregate	\$2,000,000	Included
Premises Damage	\$100,000	Included
Failure to Supply Services Sublimit	\$500,000	Included
Employee Benefits Plan Administrative Liability – Aggregate	\$3,000,000	\$180
Each Employee Limit	\$1,000,000	Included
Each Employee Deductible – Loss Only	\$1,000	Included

<sup>\*</sup> Premium includes TRIA premium. This additional premium can be removed with acceptance of an absolute Terrorism exclusion. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

Described Dams: Cedar Lake Dam, Carbondale Reservoir Dam

### **Statement of Defense Costs:**

- In addition to Limit of Liability
  - Limited

### **Insuring Agreement**

· Pay on Behalf

### Exclusions include, but are not limited to:

- Employers Liability Exclusion
- Employment-Related Practices Exclusion
- Asbestos

- Injury to Volunteer Firefighters
- Law Enforcement Activities or Operations
- Medical Payments Exclusion
- Employees and Volunteer Workers as Insureds for Certain Bodily Injury, Personal Injury, and Property Damage
- Designated Activities or Operations
- Unsolicited Communications
- War
- Public Use of Private Property
- Fungi or Bacteria
- Discrimination
- Professional Health Care Services Public Entities
- Exclusion Consumer Financial Protection Laws
- Lead
- Dams, Reservoirs, Levees, Dikes, or Canals with exception for the following Described Dam: Third Lake Dam

### **Endorsements include, but are not limited to:**

- Amendment Pollution Exclusion
- Amendment of Coverage B Personal Advertising Injury
- Public Entities Extend
- Mobile Equipment Redefined Public Entities
- Failure to Supply Limited Coverage
- Cap on Certified Acts of Terrorism
- Cemetery Professional Services Liability
- Professional Healthcare and Social Services Liability coverage Designated Professional Public Entities

### Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### Conditions of the Quote, Coverages, or Binding:

- TRIA rejection/acceptance form
- Signed Authorization to bind

### Claims-Made Renewal:

- Claim (Suit) Definition: A civil proceeding in which damages because of an act, error, or omission to
  which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to
  which you must submit or submit with our consent.
- Duties in the Event of Act, Error or Omission, Claim or Suit:
  - You must see to it that we are notified as soon as practicable of an act, error, or omission which may result in a claim (refer to policy conditions for complete details).

### **Extended Reporting Period Criteria:**

1. We will provide an automatic Extended Reporting Period as described in paragraph 3. or, if you purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:

- This Coverage Part is cancelled or not renewed for any reason; or
- b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.
- If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT – SECTION I:
  - (3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error, or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).
    - The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.
- 3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.
  - This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.
  - This automatic Extended Reporting Period may not be cancelled.
- 4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:
  - a. Makes a written request for it which we receive within 60 days after the end of the policy period; and
  - b. Promptly pays the additional premium when due.
  - The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.
  - The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or on any other basis, whose policy period begins or continues after the Endorsement takes effect.
- 5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
  - d. Other related factors.
  - The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

#### Travelers

Coverage:

Automobile Liability and Physical Damage

Carrier:

Travelers Companies

Form #:

Specimen upon request

Effective:

December 1, 2012 to December 1, 2013

Coverage	Symbol = Covered Auto	Each Occurrence Limit	Deductible	Premium
Automobile Liability		And the second production of the second seco		
Combined Single Limit	1-Any Auto	\$1,000,000	None	\$17,873
Medical Expense	2-Owned Autos	\$5,000		, ,
Uninsured Motorist	2-Owned Autos	\$100,000		
Underinsured Motorist	2-Owned Autos	\$100,000		
Auto Physical Damage				
Comprehensive	2-Owned Autos	Per schedule	\$1,000	9,411
Collision	2-Owned Autos	Per schedule	\$1,000	,
Other Coverage				Included
Hired Car Physical Damage				
Comprehensive	8-Hired Car	Per schedule	\$1,000	
Collision	8-Hired Car	Per schedule	\$1,000	

<sup>\*</sup> Premium includes TRIA premium. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

- Composite Rating
- Blanket Waiver of Subrogation
- Waiver of Deductible Glass
- Stated/Agreed Amount extended for 5 fire vehicles (See Schedule in back of proposal)

### Auditable Exposures and Audit Frequency, if applicable:

- Number of Autos Excluding Trailers = 54
- Number of Trailers = 14

### Statement of Defense Costs:

In addition to Policy Limit, and if so:

> Limited

### Exclusions include, but are not limited to:

- Professional Services
- Emergency Vehicles Volunteer Firefighters' and Workers' Injuries Excluded

### **Endorsements include, but are not limited to:**

- Designated Fire Departments
- Public Entity Auto Extension

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### Conditions of the Quote, Coverages, or Binding:

• Signed Authorization to Bind

## **Description of Covered Auto Designation Symbols**

Symbol	D	escription of Covered Auto Designation Symbols
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	Only the private passenger "autos" you own. This includes those private
	"Autos" Only	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 Motorists 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," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject	Only those "autos" that are land vehicles and that would qualify under the
	to Compulsory or Financial	definition of "mobile equipment" under this policy if they were not subject to a
	Responsibility or Other	compulsory or financial responsibility law or other motor vehicle insurance law
	Motor Vehicle Insurance	where they are licensed or principally garaged.
	Law Only	

### Travelers

Coverage:

**Public Officials Liability** 

Carrier:

Travelers Companies

Form Type:

Claims-Made

1/1/1985 - Retroactive and/or Pending and Prior Litigation Date

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Each Wrongful Act	\$1,000,000	\$2,000,000	\$10,000	\$7,754

<sup>\*</sup> Premium includes TRIA premium. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement, Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

- Pay on Behalf Form
- Punitive Damages covered up to full policy limits, if allowed by law
- Duty to Defend Claims and Suits even if allegations are groundless, false, or fraudulent

### Statement of Defense Costs:

In addition to Limit of Liability

### **Exclusions include, but are not limited to:**

- Airports
- Health Care Facilities
- Employment Practices Liability (covered under separate section)
- ERISA
- Port Authorities
- Workers Compensation or Similar Laws
- Transit Authorities
- Gas Utilities
- Electric Utilities
- Housing Authorities
- Schools or School Districts
- Joint Powers

### Endorsements include, but are not limited to:

Cap on Certified Acts of Terrorism

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### Conditions of the Quote, Coverages, or Binding:

- General Liability coverage must be maintained throughout the policy period at policy limits equal to the Public Officials policy
- Signed Authorization to Bind

### Claims-Made – Claim Definition and Claim Reporting Provisions:

- · Wrongful Act means any act, error, or omission
- Duties in the Event of a Wrongful Act, Claim, or Suit
  - You must see to it that carrier is notified as soon as practicable of a wrongful act which may result in a claim (refer to policy conditions for complete details)

### **Extended Reporting Period Criteria:**

- We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is
  canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a ClaimsMade basis.
- 2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retroactive Date.
  - Once in effect, Extended Reporting Periods may not be canceled.
- 3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.
  - The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.
- 4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
- 5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.
  - The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:
  - a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
  - b. Full payment of the earned premium for this policy;
  - Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement;
     and
  - d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI – Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

### Travelers

Coverage:

**Employment Practices Liability** 

Carrier:

Travelers Companies

Form Type:

Claims-Made

1/1/1985 - Retroactive and/or Pending and Prior Litigation Date

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Each Wrongful Act	\$1,000,000	\$2,000,000	\$15,000	<b>\$7,</b> 868

<sup>\*</sup> Premium includes TRIA premium. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions

### Coverages include, but are not limited to:

- Pay on Behalf Form
- Punitive damages covered up to full policy limits, if allowed by law

### Statement of Defense Costs:

• Included in Policy Limit, and if so:

Limited

### **Insuring Agreement**

Pay on Behalf

### **Exclusions include, but are not limited to:**

- Injunctive Relief
- Workers Compensation or Similar Laws
- ERISA
- Breach of Contract
- Fines or Penalties

### **Endorsements include, but are not limited to:**

- Right to Settle Claims Without Written Consent Endorsement
- Cap on Certified Acts of Terrorism

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### Conditions of the Quote, Coverages, or Binding:

• Signed Authorization to Bind

## Claims-Made – Claim (Wrongful Employment Practice Offense) Definition and Claim Reporting Provisions: Refer to policy for complete details

Duties in the Event of a Wrongful Employment Practice Offense, Claim, or Suit

a. You must see to it that the carrier is notified as soon as practicable of a "wrongful employment practice offense" which may result in a claim.

"Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:

- a. "Discrimination" against any of your current, former, or prospective "employees" or "volunteer workers";
- b. Wrongful termination of any of your current, former, or prospective "employees" or "volunteer workers";
- c. "Harassment" of any of your current, former, or prospective "employees" or "volunteer workers," or current or former "independent contractors";
- d. "Retaliatory action" against any of your current, former, or prospective "employees" or "volunteer workers";
- e. Wrongful, excessive, or unfair discipline of any of your current, former, or prospective "employees" or "volunteer workers";
- f. Wrongful hiring, supervision, or demotion of, or failure to promote any of your current, former, or prospective "employees" or "volunteer workers"; or
- g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former, or prospective "employees" or "volunteer workers."

### **Extended Reporting Period Criteria:**

- 1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a Claims-Made basis.
- 2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date. Once in effect, Extended Reporting Periods may not be canceled.
- 3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts far 90 days.

  The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any
  - future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.
- 4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
- 5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period. The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:
  - a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
  - b. Full payment of the earned premium for this policy;

- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part. This endorsement will set forth the terms, not inconsistent with this Section VI — Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

### Travelers

Coverage:

Umbrella or Liability

Carrier:

Travelers Companies

Form Type:

Per Occurrence

Claims-Made

POL, EPL, and EBL 1/1/1985 - Retroactive and/or Pending and

Prior Litigation Date

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Umbrella Excess Liability	\$9,000,000	\$9,000,000	\$10,000	\$34,020

Premium includes TRIA premium. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

### Follow form over the following:

- General Liability \$1,000,000
- Public Entity Management Liability \$1,000,000
- Law Enforcement Liability \$1,000,000
- Automobile Liability \$1,000,000
- Employment Practices Liability \$1,000,000
- Employee Benefits Plan Liability \$1,000,000

### Statement of Defense Costs:

- In addition to Limit of Liability
  - ➤ Limited

### **Insuring Agreement**

• Pay on Behalf

### Exclusions include, but are not limited to:

- Asbestos
- Fungi or Bacteria Exclusion
- War Exclusion
- Discrimination
- Abuse or Molestation

### Endorsements include, but are not limited to:

- Amendment of Coverage B Personal & Advertising Injury
- Amendment of Who is an Insured
- Cap on losses from Certified Acts of Terrorism

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### **Conditions of the Quote, Coverages, or Binding:**

• Signed Authorization to Bind

### Claims-Made - Claim Definition and Claim Reporting Provisions:

• Follows underlying

### **Extended Reporting Period Criteria:**

Follows underlying

### **Travelers**

Coverage:

Law Enforcement Liability

Carrier:

Travelers Companies

Form #:

Specimen upon request

Form Type:

Per Occurrence

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium
Each Wrongful Act	\$1,000,000	\$2,000,000	\$10,000 Per Claim	\$14,909

The following is a general summary of the Insuring Agreement, Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

- Pay on Behalf Form
- All claims involving use of an auto are subject to the Automobile Insurance Agreement
- Additional Supplemental Payments of \$25,000 for Personal Property of Others

### Statement of Defense Costs:

- In addition to Policy Limit, and if so:
  - Limited

### Exclusions include, but are not limited to:

- Fungi or Bacteria
- Employment-Related Acts
- Injury to Employees and Volunteer Workers
- Criminal, Dishonest Acts (defense provided until determination)

### Endorsements include, but are not limited to:

• Cap on Certified Acts of Terrorism

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### Conditions of the Quote, Coverages, or Binding:

Signed Authorization to Bind

### Travelers

Coverage:

CyberFirst Liability

Carrier:

Travelers Companies

Form Type:

Claims-Made

1/1/1985 - Retroactive and/or Pending and Prior Litigation Date

Effective:

December 1, 2012 to December 1, 2013

Coverage	Limit	Deductible	Premium*
CyberFirst Aggregate Limit			\$575
Third-Party Liability:			10.0
Network and Information Security Liability	\$25,000	\$1,000	Included
Coverage Form	, ,	# -, ~ ~ ~	Hiciaded
First-Party Liability:			
Security Breach Notification and Remediation	\$10,000	\$1,000	Included
Expenses	,	42,000	mended
Crisis Management Services Expenses	\$10,000	\$1,000	Included

<sup>\*</sup> Premium includes TRIA premium. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### Coverages include, but are not limited to:

Cyber Liability and Security Breach

### Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)
  - Limited

### **Insuring Agreement:**

· Pay on Behalf

### Exclusions include, but are not limited to:

- Employment-Related Practices
- Designated Boards, Commissions, or Governmental Units or Departments
- Communication and Media Liability Coverage Form

### Endorsements include, but are not limited to:

- Crisis Management Services
- Security Breach Notification

### **Premium Terms:**

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

### **Conditions of the Quote, Coverages, or Binding:**

Signed Authorization to Bind Coverage

### Claims-Made - Claim Definition and Claim Reporting Provisions:

· Refer to the attached policy form for the definition of a claim and incident or claim reporting provisions

### **Extended Reporting Period Criteria:**

- Continuity date or specific date/limits applicable to the Claims-Made conditions: 1/1/1985
- Extended Reporting Period Option Details:
  - > ERP Premium Amount:

200% of annual premium

ERP Premium Due Date:

90 days from end of policy

- ERP Length: Unlimited
- Significant restrictions to ERP availability: N/A
- Carrier requires written request from the client to purchase ERP

X Yes No

## **Boiler & Machinery**

• Zurich American Insurance Company