## **Proposal of Insurance**

### Town of Munster

1005 Ridge Road Munster, IN 46321

Presented: December 13, 2022 Effective: January 1, 2023

Therese O'Brien Area Vice President

Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008 (630) 773-3800

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Insurance Risk Ma

Risk Management Consulting



## Table of Contents

Service Team	
Service Commitment	
Program Structure	
Named Insured	6
Market Review	7
Location Schedule	8
Exposures	9
Quote Comparison	10
Program Details	11
Package - General Liability - Old Republic Union Insurance Company	
Excess Property - Fireman's Fund Insurance Company	15
Package For Methane Plant - Property - Federal Insurance Company	23
Property – Clubhouse & Amphitheater -Underwriters at Lloyd's London	
Cyber Liability – Underwriters At Lloyd's of London	30
Excess Workers Comp - Midwest Employers Casualty Company	34
Premium Summary	36
Payment Plans	
Carrier Ratings and Admitted Status	
Proposal Disclosures	
Proposal Disclosures Client Signature Requirements	
Coverages for Consideration	
Client Authorization to Bind Coverage	
Appendix	
Bindable Quotations & Compensation Disclosure Schedule	
Claims Reporting By Policy	50
Gallagher STEP Flyer	52
Cyber Liability eRiskHub Features	54
Business Continuity Flyer	55
Gallagher Insight Flyer	57
Gallagher Verify Flyer	
Carrier Coverage forms	59





Fax Number: Office Hours: (630) 285-4062 8:00 a.m. to 4:00 p.m. Monday – Friday

2850 Golf Road Rolling Meadows, IL 60008 A service team approach will be implemented for Town of Munster to provide a senior level availability for all of your services and risk management needs as well as daily service requirements.

Claims Handling	Primary Service Team	Loss Control
<b>Charrise Searer</b>	Therese O'Brien	<b>Donna Settle</b>
Liability Claims Manager	Area Vice President	Loss Control Consultant
(574) 307-7152	(414) 378-5720	(713) 209-2803
Charrise_Searer@gbtpa.com	Therese_obrien@ajg.com	Donna_Settle@ajg.com
<b>Gretchen Day</b>	Michael McHugh	<b>Jim Krueger</b>
Liability Resolution manager	Area Senior Executive Vice President	Claims Advocate
(574) 307-7151	(630) 285-4373	(847) 620-2133
Gretchen_Day@gbtpa.com	michael_mchugh@ajg.com	james_krueger@ajg.com
<b>Dan Osterberg</b> Liability Claims Supervisor (770) 280-2564 Dan_Osterberg@gbtpa.com	<b>JoAnn Bonnevier</b> Client Service Supervisor (630) 647-3082 Joann_bonnevier@ajg.com	Sally Bulicek Loss Control Consultant Gallagher Bassett (815) 530-7618 Sally_Bulicek@gbtpa.com



Arthur J. Gallagher & Co.

# **Our Service Commitment**

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

### At Arthur J. Gallagher and Co. our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.

For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible:

- Clients get what they need, when they need it as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- Our service team is able to focus on you, and the solutions needed to support your unique business needs
- We proactively manage your renewal cycle, delivering a predictable timeline that creates time for thorough decision-making
- You play a role in this too we're asking for more information ahead, so that you receive the best outcome, every time



**Program Structure** 





## Named Insured

### Named Insured Schedule:

Named Insured	Package	Package For Methane Plant	Property	Excess Property	Cyber Liability	Excess Workers Comp
Town Of Munster	Х	Х	Х	Х	Х	Х

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.





## **Market Review**

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Old Republic Union Insurance Company #1	Package - \$150,000 SIR	Recommended Quote	\$280,800.00
Old Republic Union Insurance Company #2	Package - \$100,000 SIR	Quoted	\$322,900
Federal Insurance Company #1	Package For Methane Plant - \$75,000 Deductible	Recommended Quote	\$75,071.00
Federal Insurance Company #2	Package For Methane Plant- \$100,000 Deductible	Quoted	\$72,939.00
Underwriters at Lloyd's London	Property- Clubhouse & Amphitheater	Recommended Quote	\$58,789.00
Fireman's Fund Insurance Company	Excess Property	Recommended Quote	\$80,469.00
Underwriters at Lloyd's London	Cyber Liability	Recommended Quote	\$39,096.00
Midwest Employers Casualty Company	Excess Workers Comp	Recommended Quote	\$97,495.00





## **Location Schedule**

LINE OF COVERAGE	LOCATION ADDRESS
Excess Property	Per Statement of values in Appendix (All properties except Methane Plant, Clubhouse & Amphitheater)
Package – Methane Plant	10121 Calumet Ave. Munster, IN 46321
Property – clubhouse & Amphitheater	9701 Calumet Munster, IN 46321





## Exposures

Property Exposure	2022-2023	2023-2024	Change %
Building values - Excluding Methane Plant, Clubhouse & Amphitheater	\$53,013,116.00	\$53,013,116.00	0.00%
Content Values - Excluding Methane Plant, Clubhouse & Amphitheater	\$3,462,281.00	\$3,462,281.00	0.00%
Mobile Equipment	\$3,690,998.00	\$3,690,998.00	0.00%
Misc. Property	\$26,898,913.00	\$26,898,913.00	0.00%
Sub Total	\$87,065,308.00	\$87,065,308.00	0.00%
Business Income	\$4,239,090	\$2,553,398	-39.77%
Vehicle/Trailer Count	110	110	0.00%
Vehicle Value/trailer value	\$6,719,406	\$6,719,406	0.00%
Property TIV - Clubhouse & Theater	\$15,347,801.00	\$15,347,801.00	0.00%
Methane Plant - Bldg Limit	\$114,677.00	\$123,851.00	8.00%
Methane Plant - Content	\$3,819,031.00	\$4,124,553.00	8.00%

### Exposure Change Summary

Exposure	2022-2023	2023-2024	Change %
Payroll	\$8,290,442	\$8,554,454	3.18%
Population	23,608	22,604	-4.25%
Full-Time Employees	108	116	7.41%
Part-Time Employees	92	92	0.00%
Operating Expense	\$36,884,646	\$33,347,830	-9.59%
Revenue	\$67,460,601	\$44,739,798.00	-33.68%





## Quote Comparison

Line of Coverage	2022 Old Republic Opt 1	2023 Old Republic Opt 1	202	3 Old Republic Opt 2	Change %
Package Premium	\$271,065	\$ 280,800	\$	322,900	3.59%
Loss Fund	\$484,886	\$ 508,000	\$	484,866	
Retention	\$100,000	\$ 150,000	\$	100,000	

Other Lines comparison	2022 Premium	2023 Premium	Methane Opt 2	Change %
Excess Property	\$72,466.00	\$78,587	\$78,587	8.45%
Methane Plant	\$69,565.00	\$75,070	\$72,939	7.91%
Clubhouse	\$51,121.88	\$58,789	\$58,789	15.00%
Cyber \$3MM Limit				
\$250K Cyber Deception	\$29,585.00	\$39,095.31	\$39,095.31	32.15%
Excess WC*	\$89,984.00	\$97,495	\$97,495	8.35%
Total Premium	\$583,786.88	\$629,836.31	\$669,805.31	7.89%
AJG Fee	\$80,371.00	\$81,978	\$81,978	2.00%
	\$664,157.88	\$711,814.73	\$751,783.31	7.18%





## **Program Details**

Coverage:Package - General Liability, Professional Liability, Law enforcement Liability, employee Benefits and CrimeCarrier:Old Republic Union Insurance Company #1 - \$150K SIR

Policy Period: 1/1/2023 to 1/1/2024

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable
Errors And Omission Liability	Claims Made	12/31/1990	Not Applicable
Employment Practices Liability	Claims Made	12/31/1990	Not Applicable
Sexual Harassment Liability/Sexual Abuse Liability	Claims Made	1/1/2014	Not Applicable
Employee Benefits Liability	Claims Made	12/31/1998	Not Applicable

#### Coverage DESCRIPTION AMOUNT General Liability Occurrence \$5,000,000 \$6,000,000 General Liability Aggregate Liquor Liability Included Incidental Medical Malpractice Included Included Fire Damage Legal Liability Law Enforcement Liability Occurrence \$5,000,000 Law Enforcement Liability - Aggregate \$6,000,000 - Incidental Medical Services Included \$5,000,000 Errors And Omission Liability Occurrence Errors And Omission Liability- Aggregate \$6,000,000 **Employment Practices Liability** Included Sexual Harassment Liability/Sexual Abuse Liability Included In Errors And Omission Liability Sexual Harassment Liability/Sexual Abuse Liability - Aggregate Included In Errors And Omission Liability Employee Benefits Liability Occurrence \$5,000,000 Employee Benefits Liability- Aggregate \$6,000,000 Crime: -Money and Securities \$1,000,000 -Forgery or Alteration \$1,000,000 -Employee Dishonesty \$1,000,000 Automobile Liability - 2, 8, 9 \$5,000,000





DESCRIPTION	AMOUNT
Automobile Physical Damage	\$50,000
Loss Fund	\$508,000
Aggregate Loss Fund Protection	\$1,000,000

#### Self-Insured Retention

COVERAGE	AMOUNT
General Liability, Auto Liability, Errors & Omissions Liability, Employment Practices Liability, Employee Benefits Liability, Sexual Harassment Liability, Sexual Abuse Liability & Law Enforcement Liability	\$150,000
Crime	\$50,000
Loss Fund Retention	508,000

#### **Claims Made Coverage:**

Should you elect to change carriers (if a new retroactive date is provided) or non-renew 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 30 days of the expiration date. The cost of this extended reporting period is 0% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 60 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.

#### **Definition of Claim:**

DESCRIPTION	
Refer to attached policy form	

#### Incident or Claim Reporting Provision:

#### **REPORTING CONDITION TYPE**

Refer to attached policy form

#### **Covered Autos:**

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
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.
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.





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

DESCRIPTION

U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - IL P 001 01 04

Sexual Abuse Liability Coverage Part Included With Errors and Omissions Liability Coverage Part (Claims-Made) - AR SIPP 13 02 09 19

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

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
Auto Liability	Excluded Drivers
Auto Liability	Expected or Intended Injury
Auto Liability	Contractual
Auto Liability	Workers' Compensation
Auto Liability	Employers' Liability

### **Binding Requirements:**

DESCRIPTION	
- Signed Terrorism Select/Reject Form	
- Most Recent Dam Inspection Report	

### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

Premium includes TRIA Premium of \$2,600.00 applicable for all LOB's came under Package.





### Other Significant Terms and Conditions/Restrictions:

### DESCRIPTION

Cancellation: 1) 10 Days Before the Effective Date of Cancellation if we Cancel for Non-Payment of Premium, Or 2) the Number of Advance Days Before the Effective Date of Cancellation Required to Comply with State Regulatory Requirements if we Cancel for any Other Reason.

Claims Administrator: Claims to be Handled by Gallagher Bassett. The Claims Administrator May not be Changed Without Prior Written Approval from Old Republic Specialty Insurance Underwriters.

Risk Control: Old Republic Specialty Insurance Underwriters Agrees to Pay the Below Amount Towards any Pre-Approved Third-Party Risk Control Services or Safety Training Expenses Pertaining to the Coverage Lines Afforded Above. \$2,000.00

Premium	\$280,000.00
ESTIMATED PROGRAM COST	\$280,000.00
Minimum And Deposit Premium -	\$278,200.00
	INCLUDED

(+ Additional Surcharges, Taxes and Fees as applicable)

### **Optional Coverages:**

DESCRIPTION	DEDUCTIBLE / SELF-INSURED RETENTION	OTHER	PREMIUM
Package – All Lines	Self-Insured Retentions: \$100,000 Aggregate Loss Fund Protection Loss Fund: \$484,866	TRIA Premium - \$2,600	\$322,900.00





Coverage:Excess PropertyCarrier:Fireman's Fund Insurance CompanyPolicy Period:1/1/2023 to 1/1/2024

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
no coinsurance applies	N/A	N/A

#### Coverage:

LOCATION DETAILS	SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Loc. All	Business Real Property, Business Personal Property, Extra Expense	Limit	\$87,065,309
Loc. All	Extra Expense	Sublimit	\$5,000,000
Loc. All	Earth Movement – Per Loss & Annual Aggregate	Limit	\$5,000,000
Loc.#1-6, 9, 11, 13-16, 18- 20, 22-28, 30, 32, 34-42, 44-49, 51-53, 55-61	Flood - Per Loss & Annual Aggregate	Limit	\$5,000,000
Loc. All	Equipment Breakdown		Included

### Deductibles

ТҮРЕ	COVERAGE	AMOUNT
Deductible	Property-Gard Pinnacle - Combined Dollar Deductible – Loc All	\$50,000
Deductible	Consequential Loss Assumption Coverage - Loc.#all	Policy Deductible
Deductible	Contract Penalty Clause Coverage - Loc.#all	Policy Deductible
Deductible	Debris of Property Owned by Others - Loc.#all	Policy Deductible
Deductible	Extended Warranty Coverage - Loc.#all	Policy Deductible
Deductible	Any One Item, Pair or Set - Loc.#all	Policy Deductible
Deductible	Per Occurrence or Loss Event - Loc.#all	Policy Deductible
Deductible	Fine Arts While at an Exhibition, Exposition, Fair, Or Trade Show - Loc.#all	Policy Deductible
Deductible	Fire Department Service Charge Coverage - Loc.#all	Policy Deductible
Deductible	Installation Coverage - Loc.#all	Policy Deductible
Deductible	Mobile Communication Equipment Coverage - Loc.#all	Policy Deductible
Deductible	Money and Securities Coverage - Loc.#all	Policy Deductible
Deductible	Money Orders and Counterfeit Currency Coverage - Loc.#all	Policy Deductible
Deductible	Realty Tax Coverage - Loc.#all	Policy Deductible
Deductible	Salesperson's Samples Coverage - Loc.#all	Policy Deductible





### Deductibles

TYPE	COVERAGE	AMOUNT
Deductible	Tenant's Lease Agreement Coverage - Loc.#all	Policy Deductible
Deductible	Theft of Precious Commodities Coverage - Loc.#all	Policy Deductible
Deductible	Per Occurrence or Loss Event - Loc.#all	Policy Deductible
Deductible	Fungus Remediation Coverage - Loc.#all	Policy Deductible
Deductible	Loss Adjustment Expense Coverage - Loc.#all	Policy Deductible
Deductible	Newly Acquired Location Coverage - Loc.#all	Policy Deductible
Deductible	Ordinance or Law Coverage - Coverage a Through E	See Below
Deductible	Per Occurrence or Loss Event - Loc.#all	Policy Deductible
Deductible	Per Occurrence or Loss Event - Loc.#all	Policy Deductible
Deductible	Your Vehicles - Loc.#all	Policy Deductible
Deductible	Carriers for Hire - Loc.#all	Policy Deductible
Deductible	International Air Shipments - Loc.#all	Policy Deductible
Deductible	Unintentional Property Errors and Omissions Coverage - Loc.#all	Policy Deductible
Deductible	Unnamed Location Coverage - Loc.#all	Policy Deductible
Deductible	Business Income Deductible	24 Hours
Deductible	Property Damage Deductible - Loc.#3, 27, 46	\$100,000
Deductible	Time Element Deductible - Loc.#3, 27, 46	\$50,000
Deductible	Earth Movement - Combined Dollar Deductible - Loc.#all	\$100,000
Deductible	Flood - Combined Dollar Deductible - "Loc.#1-2, 4-6, 9, 11, 13-16, 18-20, 22-26, 28, 30, 32, 34-42, 44-45, 47-49, 51-53, 55-61"	\$100,000
Deductible	Streetlights & Traffics Signs - Loc.#all	\$50,000
Deductible	Per Occurrence Golf Course Property Other than a Designated Tree - Deductible Property Damage Loss - Loc.#all	\$5,000
Deductible	Deductible Property Damage Loss	\$1,000
Deductible	Deductible Time Element Loss	24 Hours
Deductible	Equipment Breakdown Coverage Deductibles	
Deductible	Property Insured - Deductible Per Accident	Follows Applicable Deductible
Deductible	Time Element Loss - Deductible Per Accident	Follows Applicable Deductible
Deductible	Perishable Stock - Deductible Per Accident	5%
Deductible	Time Element Loss - Minimum Time Element Deductible	\$50,000
Deductible	Perishable Stock - Minimum Time Element Deductible	\$50,000
Deductible	Deductible Property Damage Loss	\$5,000
Deductible	Deductible Time Element Loss	48 Hours
Deductible	Minimum Time Element Deductible	\$50,000
Deductible	Deductible Time Element Loss	24 Hours





### Deductibles

ТҮРЕ	COVERAGE	AMOUNT
Deductible	Minimum Time Element Deductible	\$50,000
Deductible	Deductible Property Damage Loss	\$50,000
Deductible	Miscellaneous Unscheduled Mobile Equipment - Per Occurrence or Loss Event	\$50,000
Deductible	Per Schedule on File	\$50,000
Deductible	Newly Acquired Mobile Equipment Coverage	\$50,000
Deductible	Property-Gard Pinnacle - Vehicle Coverage	
Deductible	Miscellaneous Unscheduled Vehicles - Per Occurrence or Loss Event	\$50,000
Deductible	Extensions of Coverage Applicable Only to Property Coverage	
Deductible	Scheduled - Loc.#all	\$50,000

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Accounts Receivable	Sublimit	\$5,000,000
Data, Media, Software	Sublimit	\$5,000,000
Personal Effects	Sublimit	\$1,000,000
Personal Property of Others	Sublimit	\$2,500,000
Prototypes	Sublimit	\$1,000,000
Research and Development Documentation	Sublimit	\$1,000,000
Valuable Papers and Records	Sublimit	\$5,000,000
Consequential Loss Assumption Coverage	Limit	\$250,000
Contract Penalty Clause Coverage	Limit	\$250,000
Debris of Property Insured	Limit	\$25,000,000
Debris of Property Owned by Others	Limit	\$250,000
Extended Warranty Coverage	Limit	\$250,000
Any One Item, Pair or Set	Limit	\$50,000
Per Occurrence or Loss Event	Limit	\$250,000
Fine Arts While at an Exhibition, Exposition, Fair, Or Trade Show	Limit	\$50,000
Fire Department Service Charge Coverage	Limit	\$250,000
Fire Equipment Protection Coverage	Limit	\$250,000
Installation Coverage	Limit	\$250,000
Loss Avoidance or Mitigation Coverage	Limit	\$250,000
Mobile Communication Equipment Coverage	Limit	\$250,000
Money and Securities Coverage	Limit	\$250,000
Money Orders and Counterfeit Currency Coverage	Limit	\$250,000





DESCRIPTION	LIMIT TYPE	AMOUNT
Realty Tax Coverage	Limit	\$250,000
Removal of Property Coverage	Limit	\$250,000
Any One Person	Limit	\$10,000
Per Occurrence or Loss Event	Limit	\$250,000
Salesperson's Samples Coverage	Limit	\$250,000
Tenant's Lease Agreement Coverage	Limit	\$250,000
Theft of Precious Commodities Coverage	Limit	\$250,000
Per Occurrence or Loss Event	Limit	\$10,000
Annual Aggregate	Limit	\$10,000
Fungus Remediation Coverage	Limit	\$100,000
Loss Adjustment Expense Coverage	Limit	\$500,000
Newly Acquired Location Coverage	Limit	\$10,000,000
Any One Tree, Shrub, Plant, Or Lawn	Limit	\$2,500
Per Occurrence or Loss Event	Limit	\$250,000
Per Occurrence or Loss Event	Limit	\$500,000
Annual Aggregate	Limit	\$500,000
Trade Show Coverage	Limit	\$1,000,000
Your Vehicles	Limit	\$1,000,000
Carriers for Hire	Limit	\$1,000,000
International Air Shipments	Limit	\$1,000,000
Unintentional Property Errors and Omissions Coverage	Limit	\$2,500,000
Unnamed Location Coverage	Limit	\$2,500,000
Utility Services Coverage	Limit	\$2,500,000
Ordinance or Law Coverage		
Coverage a		Included
Coverage B & C Blanket	Limit	\$10,000,000
Coverage D	Limit	\$5,000,000
Coverage E	Limit	\$1,000,000
Property-Gard Pinnacle - Additional Property Insured Subject to Sublimits of Insurance		
Streetlights & Traffics Signs	Sublimit	\$6,634,426
Property-Gard Pinnacle - Green Coverage		
Non-Manufacturing		Included
Extensions of Coverage		
Green Certification Upgrade Coverage	Limit	\$25,000





DESCRIPTION	LIMIT TYPE	AMOUNT
Vegetated Roof and Heat Island Effect Coverage		Refer to Outdoor Trees, Shrubs, Plants and Lawns Coverage
Professional Design Consulting Coverage	Limit	\$25,000
Commissioning or Retro-Commissioning Services	Limit	\$25,000
Test and Balance Analysis	Limit	\$25,000
Certification Fees Coverage	Limit	\$25,000
Recycling Additional Expense Coverage	Limit	\$25,000
Flush-out Coverage	Limit	\$25,000
Green Financial Incentive Coverage	Limit	\$25,000
Porous Paving Coverage	Limit	\$25,000
Green Mobile Equipment Coverage	Limit	\$25,000
Miscellaneous Green Property Coverage	Limit	\$25,000
Golf Course Coverage		
Any One Outdoor Tree (Other than a Designated Tree) Shrub, Plant, Or Lawn	Limit	\$2,500
Debris Removal: Golf Course Property Other than a Designated Tree	Limit	\$2,500
Per Occurrence Golf Course Property Other than a Designated Tree	Limit	\$250,000
Golf Cart Coverage		
Any One Golf Cart	Limit	\$5,000
Per Occurrence or Loss Event	Limit	\$250,000
Any One Tournament	Limit	\$250,000
Annual Aggregate	Limit	\$250,000
Any One Vehicle	Limit	\$2,500
Per Occurrence	Limit	\$5,000
Any One Golf Cart	Limit	\$5,000
Per Occurrence or Loss Event	Limit	\$250,000
Equipment Breakdown Coverage Limits of Insurance		
Property Insured		Follows Applicable Limit
Business Income Coverage		Follows Applicable Limit
Extra Expense Coverage		Follows Applicable Limit
Expediting Expense Coverage	Limit	\$250,000
Hazardous Substance Coverage	Limit	\$250,000
Perishable Stock Coverage	Limit	\$250,000
Data Restoration Coverage	Limit	\$250,000
Data Restoration Coverage	LIIIII	φ230,000





DESCRIPTION	LIMIT TYPE	AMOUNT
Fungus Remediation Coverage	Limit	\$50,000
Detrimental Code Coverage Limits of Insurance		
Per Occurrence Limit of Insurance	Limit	\$50,000
Annual Aggregate Limit of Insurance	Limit	\$50,000
Expediting Expense Coverage	Sublimits	\$25,000
Loss Adjustment Expense Coverage	Sublimits	\$25,000
Crisis Event Response Communication Cost		
Per Occurrence or Loss Event	Limit	\$10,000
Annual Aggregate	Limit	\$10,000
Crisis Event Business Income and Extra Expense Coverage		
Per Occurrence or Loss Event	Limit	\$10,000
Annual Aggregate	Limit	\$10,000
Post Crisis Event Expense Coverage		
Per Occurrence or Loss Event	Limit	\$10,000
Annual Aggregate	Limit	\$10,000
Per Occurrence or Loss Event	Limit	\$50,000
Annual Aggregate	Limit	\$50,000
Lost Key Coverage	Limit	\$50,000
Extension of Coverage Applicable Only to Business Income and Extra Expense Coverage		
Emergency Vacating Expense		
Per Occurrence or Loss Event	Limit	\$50,000
Annual Aggregate	Limit	\$50,000
Miscellaneous Unscheduled Mobile Equipment		
Any One Item	Limit	\$50,000
Per Occurrence or Loss Event	Limit	\$100,000
Per Schedule on File	Limit	\$3,690,998
Rental Reimbursement Coverage - Consecutive Calendar Days		60 Days
Rental Reimbursement Coverage	Limit	\$10,000
Newly Acquired Mobile Equipment Coverage - Consecutive Calendar Days		120 Days
Newly Acquired Mobile Equipment Coverage	Limit	\$100,000
Property-Gard Pinnacle - Vehicle Coverage		
Extensions of Coverage Applicable Only to Property Coverage		





DESCRIPTION	LIMIT TYPE	AMOUNT
Miscellaneous Unscheduled Vehicles		250 Miles
Any One Vehicle	Limit	\$50,000
Per Occurrence or Loss Event	Limit	\$50,000
Extensions of Coverage Applicable Only to Property Coverage - Schedule of Individually Described Vehicles		
Scheduled	Limit	\$4,769,975.66

### Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies
Actual Cash Value (ACV)	Miscellaneous Unscheduled Mobile Equipment (Per Occurrence or Loss Event)
Actual Cash Value (ACV)	Per schedule on file
Actual Cash Value (ACV)	Miscellaneous Unscheduled Vehicles

### Perils Covered:

ТҮРЕ	DESCRIPTION	
Special Form Perils	Applies	

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

DESCRIPTION
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) - 145927 01 15
Property-Gard Pinnacle - Additional Covered Causes of Loss - 250001 01 13
Property-Gard Pinnacle - Additional Property Insured Subject to Sublimits of Insurance - 250011 01 13
Property-Gard Pinnacle - Additional Property not Insured - 250012 01 13
Property-Gard Pinnacle - Green Coverage Endorsement - 250031 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - 250033 01 13
Property-Gard Pinnacle - Golf Course Extension Endorsement - 250042 01 15
Property-Gard Pinnacle - Equipment Breakdown Coverage Endorsement - 250048 01 13
Property-Gard Pinnacle - Detrimental Code Coverage Extension - 250061 01 13
Property-Gard Pinnacle - Crisis Management Coverage - 250062 01 13
Property-Gard Pinnacle - Municipality Extension Endorsement - 250063 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - Specified Causes of Loss - 250065 01 13
Property-Gard Pinnacle - Indiana State Exception Endorsement - 250079 01 13
Property-Gard Pinnacle - Blanket Mortgage Holder or Loss Payee Provisions - 250126 01 15
Property-Gard Pinnacle - Mobile Equipment Coverage - 250131 10 17
Property-Gard Pinnacle - Vehicle Coverage - 250132 10 17





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

DESCRIPTION	
Earth Movement Exclusion	
Flood Exclusion	
Government Action Exclusion	
War Exclusion	
Nuclear Hazard, Power Failure	
Property-Gard Pinnacle - Conditional Vacancy Exclusion - 250050 01 13	

### Binding Requirements:

### DESCRIPTION

Subject to Signed TRIA Form

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION		
Total Premium Includes TRIA Premium of \$1,882.00		
Total Premium Includes Equipment Breakdown Premium of \$5,973.00		
Premium	\$80,469.00	
ESTIMATED PROGRAM COST	\$80,469.00	





### **Coverage:** Package For Methane Plant #1 – Property & General Liability

Carrier: Federal Insurance Company

Policy Period: 1/1/2023 to 1/1/2024

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	N/A	Not Applicable

### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR	DEFENSE	DEFENSE COST TYPE /
	LIMIT	LIMIT	COMMENTS
General Liability	Applies		Other / Defense is in Addition to the Limits of Liability

### Coverage:

SUBJECT OF INSURANCE		AMOUNT
General Aggregate Limit	Limit	\$2,000,000
Products and Completed Operations		Subject to the General Aggregate
Advertising Injury and Personal Injury Aggregate Limit	Limit	\$1,000,000
Each Occurrence Limit	Limit	\$1,000,000
Medical Expenses Limit	Limit	\$10,000
Damage to Premises Rented to You Limit	Limit	\$1,000,000
Building	Limit	\$123,851
Personal Property	Limit	\$4,124,553
Debris Removal Expense	Limit	\$1,000,000
Pollutant Clean-Up or Removal	Limit	\$100,000
Ordinance or Law Sub Limit	Sublimit	\$100,000
Machinery Breakdown		Included
Earthquake		
-Policy Annual Aggregate Limit	Limit	\$3,933,708
-Premises Annual Aggregate Limit	Limit	\$3,933,708
-Per Occurrence Limit	Limit	\$3,933,708
Flood - Policy Annual Aggregate Limit	Limit	\$3,933,708
Flood (Inundation, Back-Up and Mud Flow Included)		
-Premises Annual Aggregate Limit	Limit	\$3,933,708
-Per Occurrence Limit	Limit	\$3,933,708





### **Deductibles / Self-Insured Retention**

ТҮРЕ	COVERAGE	AMOUNT
Deductible	The Information Shown Applies to: All Premises Coverages; All Additional Coverages; And Debris Removal Coverage	
Deductible	- Deductible	\$75,000
Deductible	Earthquake	
Deductible	- Property Damage Per Premises/Per Occurrence Dollar Deductible - Loc.# 1	\$75,000
Deductible	Flood (Inundation, Back-Up and Mud Flow Included)	
Deductible	- Per Premises/Per Occurrence Waiting Period (Normal Business Hours) - Loc.# 1	48 Hour
Deductible	- Per Premises/Per Occurrence Dollar Deductible - Loc.# 1	\$100,000

### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
The Information Shown Above Applies to: All Premises Coverages; All Additional Coverages; And Debris Removal Coverage		
- Extended Period		12 Months
Additional Coverages – Specific Limits		
Prohibition Of Access		
Per Occurrence Limit	Limit	\$50,000
Annual Aggregate Limit	Limit	\$100,000
Blanket Limit Of Insurance - Accounts Receivable , Electronic Data Processing Property, Fine Arts , Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest, Leasehold Interest - Undamaged Tenant's Improvements & Betterments , Non-Owned Detached Trailers , Outdoor Trees, Shrubs, Plants Or Lawns , Pair And Set , Public Safety Service Charges , Research And Development Property , Valuable Papers	Limit	\$250,000
Additional Property Coverages		
Any Other Location		
Accounts Receivable	Limit	\$50,000
Building Components	Limit	\$50,000
Electronic Data Processing Property	Limit	\$50,000
Fine Arts	Limit	\$50,000
Personal Property	Limit	\$50,000
Research And Development Property	Limit	\$50,000
Valuable Papers	Limit	\$50,000
Premises Shown In The Declarations	Limit	\$100,000
Any Other Location	Limit	\$25,000
In Transit	Limit	\$25,000
Deferred Payments	Limit	\$25,000
Exhibition, Fair Or Trade Show		
Electronic Data Processing Property	Limit	\$50,000





### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Fine Arts	Limit	\$50,000
Personal Property	Limit	\$50,000
Extra Expense	Limit	\$100,000
Fungus Clean-Up Or Removal	Limit	\$25,000
Installation		
Any Job Site	Limit	\$25,000
In Transit	Limit	\$25,000
In Transit		
Accounts Receivable	Limit	\$25,000
Building Components	Limit	\$25,000
Electronic Data Processing Property	Limit	\$50,000
Fine Arts	Limit	\$25,000
Personal Property	Limit	\$25,000
Valuable Papers	Limit	\$25,000
Loss Of Master Key	Limit	\$15,000
Loss Prevention Expenses	Limit	\$15,000
Mobile Communication Property (Greater Than 1,000 Feet From A Premises Shown In The Declarations	Limit	\$15,000
Money & Securities		
On Premises	Limit	\$15,000
Off Premises	Limit	\$15,000
Personal Property Of Employees	Limit	\$100,000
Pollutant Clean-Up Or Removal	Limit	\$25,000
Preparation Of Loss Fees	Limit	\$10,000
Newly Acquired Premises Or Newly Acquired Or Constructed Property		
Building	Limit	\$2,500,000
Personal Property	Limit	\$1,000,000
Personal Property At Existing Premises	Limit	\$100,000
Electronic Data Processing Equipment	Limit	\$1,000,000
Electronic Data	Limit	\$50,000
Communication Property	Limit	\$50,000
Fine Arts	Limit	\$25,000

### Valuations:

DESCRIPTION	LIMITATIONS	
Replacement	t Cost of Replacement at any Location, Personal Property of Others, Business Personal Property You Leas	





### Valuations:

DESCRIPTION	LIMITATIONS	
Cost	and Personal Property of Employees , Research and Development Property if Repaired, Replaced or Reproduced , 24 Months to Decide to Repair or Replace	
Selling Price	Finished Stock and Sold Personal Property	
Actual Cash Value	Valuation on Tenants' I & B when not Replaced	

### Perils Covered:

ТҮРЕ	DESCRIPTION
Special Form Perils	Applies

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

DESCRIPTION
Supplementary Declarations Property (\$250k) - 42-02-1611 01-15
Boiler And Machinery Coverage - 42-02-1633 04-10
Power Property Extension - 42-02-2424 04-10
Additional Peril-Flood Limit/Deductible Or Waiting Per Premium/Occurrence - 42-02-2448 04-10
Property Declarations - 80-02-0005 01-18
Fungus Clean Up Or Removal Premium Coverage Amended - 80-02-0177 02-22
Building And Personal Property - 80-02-1000 06-05
Electronic Data Processing Property - 80-02-1017 07-03
Extra Expense - 80-02-1018 07-03
Accts Rec, Fine Arts, Money & Sec, Val Papers - 80-02-1048 07-03
Property/BI Conditions & Definitions - 80-02-1097 06-05
Additional Peril – Earthquake Limit/Deductible Or Waiting Period - 80-02-1303 10-06
Ord Or Law & Existing Green Standards LPB - 80-02-5250 06-08

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

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Malicious Programming Exclusion Added - 80-02-0081 03-20
Virus, Bacteria Or Microorganism Exclusion Added - 80-02-2209 07-20
If Terrorism Rejected: Exclusion Of Certified Acts Of Terrorism - 80-02-1660
Bodily Injury and Property Damage from pollutants - Absolute Exclusion
Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor





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

DESCRIPTION
exceptions including certain contractual obligations
Employment Related Practices Exclusion

### **Binding Requirements:**

	DESCRIPTION
-Important Notice to Policyholder Terrorism Risk Insurance Act	
	-Building Registrant Owner Form

### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION		
Total Premium Includes TRIA Premium Of \$1,470 & *Ensuing Fire Premium Of \$0		
Premium \$75,071.0		
ESTIMATED PROGRAM COST	\$75,071.00	
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED	

#### Auditable Exposures:

DESCRIPTION	EXPOSURE
Individual Power Production Electric (Base Load) - Premises 1	2,963,000 - KWH

### **Optional Coverages:**

DESCRIPTION	DEDUCTIBLE	OTHER	PREMIUM
Property	\$100,000	Total Premium Incudes TRIA Premium \$1,414	\$67,790.00





Coverage:	Property – Clubhouse & Amphitheater
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Carrier: Underwriters at Lloyd's London

Policy Period: 1/1/2022 to 1/1/2023

### Coverage:

SUBJECT OF INSURANCE	AMOUNT
Blanket – Property, Personal Property & Mobile Equipment	\$15,347,802

### Deductibles

ТҮРЕ	COVERAGE	AMOUNT
Deductible	All covered Perils Deductible per occurrence	\$50,000 per occurrence

#### Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Property, Personal Property & Mobile Equipment
Actual Cash Value	Limitations on Coverage for Roof Surfacing, Paragraphs A & B Only Apply to Roof Surfaces Greater than 10 Years Old at all Covered Premises

### Perils Covered:

ТҮРЕ	DESCRIPTION
Basic Perils	Blanket

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

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Sinkhole Collapse is Excluded
Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement

### **Binding Requirements:**

DESCRIPTION
Subject to Signed TRIA Form
Signed SOV





Premium	\$57,356.00
Taxes	
Surplus Lines Tax	\$1,433.90
Total Taxes	\$1,433.90
ESTIMATED PROGRAM COST	\$58,789.90
Minimum Earned Premium – TRIA/TRIPRA PRMIUM	25%





Coverage:Cyber LiabilityCarrier:Certain Underwriters At Lloyd's of LondonPolicy Period:12/31/2021 to 12/31/2022

### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber Liability	Claims Made	Full Prior Acts	N/A

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber Liability	Applies	N/A	Other / Within the Limits

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Aggregate Limit of Liability	Limit	\$3,000,000	Aggregate for Each and Every Claim including Claims Expenses
Sublimit of Liability for Individual Coverage(s) Purchased	Sublimit	\$3,000,000	
A. Privacy Liability (including Employee Privacy)	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
A. Privacy Liability (including Employee Privacy)	Sublimit	\$3,000,000	Aggregate
B. Privacy Regulatory Claims Coverage	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
B. Privacy Regulatory Claims Coverage	Sublimit	\$3,000,000	Aggregate
C. Security Breach Response Coverage	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
D. Security Liability	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
D. Security Liability	Sublimit	\$3,000,000	Aggregate
E. Multimedia Liability	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
E. Multimedia Liability	Sublimit	\$3,000,000	Aggregate
F. Cyber Extortion	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
G. Business Income and Digital Asset Restoration			
1.Business Income Loss	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
2. Restoration Costs	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
3. Reputation Business Income Loss	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
4. Systems Integrity Restoration Loss	Sublimit	\$250,000	Per Claim Includes Claim Expenses
H. PCI DSS Assessment	Sublimit	\$3,000,000	Per Claim Includes Claim Expenses
H. PCI DSS Assessment	Sublimit	\$3,000,000	Aggregate





### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
I. Electronic Fraud			
1. Phishing Loss	Sublimit	\$50,000	Per Claim Includes Claim Expenses
2. Services Fraud Loss	Sublimit	\$100,000	Per Claim Includes Claim Expenses
3. Reward Fund Loss	Sublimit	\$50,000	Per Claim Includes Claim Expenses
4. Personal Financial Loss	Sublimit	\$250,000	Per Claim Includes Claim Expenses
5. Corporate Identify Theft Loss	Sublimit	\$250,000	Per Claim Includes Claim Expenses
6. Telephone Hacking Loss	Sublimit	\$100,000	Per Claim Includes Claim Expenses
7. Direct Financial Loss (Funds Transfer Fraud)	Sublimit	\$100,000	Per Claim Includes Claim Expenses
8. Cyber Deception**	Sublimit	\$250,000	Per Claim Includes Claim Expenses
8. Cyber Deception**	Sublimit	\$250,000	Aggregate

### **Self-Insured Retention**

ТҮРЕ	COVERAGE	AMOUNT
Retention	A. Privacy Liability (including Employee Privacy) - Each Claim	\$10,000
Retention	A. Privacy Liability (including Employee Privacy) - Aggregate	\$10,000
Retention	B. Privacy Regulatory Claims Coverage - Each Claim	\$10,000
Retention	B. Privacy Regulatory Claims Coverage - Aggregate	\$10,000
Retention	C. Security Breach Response Coverage - Each Claim	\$10,000
Retention	C. Security Breach Response Coverage - Aggregate	\$10,000
Retention	D. Security Liability - Each Claim	\$10,000
Retention	D. Security Liability - Aggregate	\$10,000
Retention	E. Multimedia Liability - Each Claim	\$10,000
Retention	E. Multimedia Liability - Aggregate	\$10,000
Retention	G. Business Income and Digital Asset Restoration - Each Claim	\$10,000
Retention	G. Business Income and Digital Asset Restoration - Aggregate	\$10,000
Retention	H. PCI DSS Assessment - Each Claim	\$10,000
Retention	H. PCI DSS Assessment - Aggregate	\$10,000
Retention	I. Electronic Fraud	
Retention	1. Phishing Loss - Each Claim	\$10,000
Retention	1. Phishing Loss - Aggregate	\$10,000
Retention	2. Services Fraud Loss - Each Claim	\$10,000
Retention	2. Services Fraud Loss - Aggregate	\$10,000
Retention	3. Reward Fund Loss - Each Claim	\$10,000
Retention	3. Reward Fund Loss - Aggregate	\$10,000





#### Self-Insured Retention

ТҮРЕ	COVERAGE	AMOUNT
Retention	4. Personal Financial Loss - Each Claim	\$10,000
Retention	4. Personal Financial Loss - Aggregate	\$10,000
Retention	5. Corporate Identify Theft Loss - Each Claim	\$10,000
Retention	5. Corporate Identify Theft Loss - Aggregate	\$10,000
Retention	6. Telephone Hacking Loss - Each Claim	\$10,000
Retention	6. Telephone Hacking Loss - Aggregate	\$10,000
Retention	7. Direct Financial Loss (Funds Transfer Fraud) - Each Claim	\$10,000
Retention	7. Direct Financial Loss (Funds Transfer Fraud) - Aggregate	\$10,000
Retention	8. Cyber Deception - Each Claim	\$10,000
Deductible	Waiting Period:	12 Hours Waiting Period

#### **Claims Made Coverage:**

Should you elect to change carriers (if a new retroactive date is provided) or non-renew 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 60 days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 12 months 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.

#### **Definition of Claim:**

	DES	CRIPTION	١
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"Claim" Means:

1. A Written Demand Received by "You" for Money or Services, Including the Service of a Civil Suit Or Institution of Arbitration Proceedings;

2. Initiation of a Civil Suit Against "You" Seeking Injunctive Relief;

3. A Written Notice of an Alleged "Privacy Wrongful Act" or "Security Wrongful Act" from a Third Party.

4. Solely with Respect to Coverage B., A "Regulatory Claim" Made Against "You"; Or

5. Solely with Respect to Coverage H., Written Notice to "You" of a "PCI DSS Assessment".

Multiple "Claims" Arising from the Same or a Series of Related or Repeated "Wrongful Acts", Acts, Errors, Or Omissions or from any Continuing "Wrongful Acts", Acts, Errors or Omissions Shall be Considered a Single "Claim" for the Purposes of This Policy, Irrespective of the Number of Claimants or "You" Involved Therein. All Such Related "Claims" Shall be Deemed to Have Been First Made at the Time the Earliest Such "Claim" was Made or Deemed Made Under Section IX.a.

#### Incident or Claim Reporting Provision:

**REPORTING CONDITION TYPE** 

Refer to attached policy form

DESCRIPTION





### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
A. Court Attendance Costs	Sublimit	\$100,000
B. Bodily Injury / Property Damage Liability	Sublimit	\$250,000
C. TCPA	Sublimit	\$100,000
D. HIPAA Corrective Action Plan Costs	Sublimit	\$50,000
E. Post Breach Response	Sublimit	\$25,000
F. Independent Consultant	Sublimit	\$25,000
G. Outsourced Provider	Sublimit	\$250,000
H. Computer System	Sublimit	\$250,000

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

DESCRIPTION
Nuclear Incident Exclusion - 94.102 (01 15)
Radioactive Contamination Exclusion - 94.103 (01 15)

Premium	\$38,032.50
Surplus Lines Tax	\$962.81
Policy Fee	\$100.00

### ESTIMATED PROGRAM COST

\$39,095.51





**Coverage:** Excess Workers Comp

Carrier: Midwest Employers Casualty Company

Policy Period: 1/1/2023 to 1/1/2024

### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage A - Workers' Compensation		Statutory
Employers Liability Limit	Limit	\$1,000,000

### **Deductibles / Self-Insured Retention**

ТҮРЕ	COVERAGE	AMOUNT
Retention	Specific Retention	\$500,000
Retention	Specific Retention - 7710 IN	\$750,000
Retention	Specific Retention - 7720 IN	\$750,000

### States:

DESCRIPTION	STATE
States Covered:	IN
States Excluded:	OH, ND, WA, WY

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

DESCRIPTION
Two Year Policy Short Rate Table - CMB-187 8-13
More Than One Premium Adjustment - ISI-285 8-13
Amendment to Schedule Item 6 - CMB-6-CLS 8-13
Amendment to Schedule Item 11 - CMB-11 8-13
Indiana - ISI-IN 8-13
Policyholder Disclosure Notice of Terrorism Insurance - CMB-199 (1-20)

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

DESCRIPTION	
Voluntary Compensation	
Longshore & Harbor Workers' Act	
Owners or Officers	
Bodily Injury to an Employee While Employed in Violation of Law	
Bodily Injury Intentionally Caused by Insured	
Federal Employers' Liability Act	
Assumptions under Contract	





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

DESCRIPTION
Aircraft Exclusion - ISI-254-EXC 8-13

### Other Significant Terms and Conditions/Restrictions:

-	
DESCRIPTION	
Total Premium includes TRIA Premium of \$2,925	
Deposit Premium : \$97,495	
Premium	\$97,495.00
ESTIMATED PROGRAM COST	\$97,495.00
Minimum Premium -	\$87,746.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

### **Optional Coverages:**

DESCRIPTION	DEDUCTIBLE / SELF-INSURED RETENTION	PREMIUM
WC 2 year policy	Specific Retention: \$500,000, Specific Retention - 7710 IN: \$750,000, Specific Retention - 7720 IN: \$750,000	\$194,990.00

### Auditable Exposures:

STATE	DESCRIPTION	EXPOSURE	RATE PER \$100
IN	Workers' Compensation	\$8,554,454 - Payroll	\$1.1397





## **Premium Summary**

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST	PROPOSED PROGRAM(S)	
		Old Republic Insurance Company	Old Republic Union Insurance Company Option 1	Old Republic Union Insurance Company Option 2
Package- General Liability,	Premium	\$271,065.00	\$280,800.00	\$322,900.00
Professional Liability Lines, Auto physical damage & Crime	TRIA Premium	Rejected	\$2,600.00	\$2,900.00
			*\$150,000 deductible	*\$100,000 deductible
Loss Fund		\$484,886.00	\$508,000	\$484,866.00
Excess Property	Premium	\$72,466.00	\$78,587.00	\$78,587.00
		Rejected	\$1,882.00	\$1,882.00
Package For Methane Plant	Premium	\$69,565.00	\$75,070.00	\$72,939.00
	TRIA Premium	Rejected	\$1,677.00	\$1,635.00
		*\$50,000 Deductible	*\$75,000 deductible	*\$100,000 deductible
Property – Clubhouse & Amphitheater	Premium	\$49,875.00	\$57,356.00	\$57,356.00
	Surplus Lines Tax	\$1,246.88	\$1,433.90	\$1,433.90
	Annual Est Cost	\$51,121.88	\$58,789.90	\$58,789.90
	TRIA Premium	Rejected	Rejected	Rejected
Cyber Liability	Premium	\$29,585.00	\$38,032.50	\$38,032.50
	Taxes	N/A	\$962.81	\$962.81
	Fee	N/A	\$100.00	\$100.00
	Estimated Cost	\$29,585.00	\$39,095.31	\$39,095.31
	TRIA Premium	Rejected	Rejected	Rejected





LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST	PROPOSED PROGRAM(S)	
		Old Republic Insurance Company	Old Republic Union Insurance Company Option 1	Old Republic Union Insurance Company Option 2
	Premium	\$89,984.88	\$97,495.00	\$97,495.00
Excess Workers' Compensation	TRIA Premium	Included	Included	Included
Service Fee		\$80,371.00	\$81,978.00	\$81,978.00
Total Estimated Program Cost		\$664,157.88	\$711,815.63	\$751,784.21

Quote from Old Republic Union Insurance Company (Old Republic Insurance Group) is valid until 1/1/2023

Quote from Underwriters At Lloyds of London is valid until 12/31/2022

Quote from Federal Insurance Company (Chubb Group of Insurance Companies) is valid until 1/1/2023

Quote from Underwriters at Lloyd's London (Underwriters at Lloyd's London) is valid until 12/31/2022

Quote from Fireman's Fund Insurance Company (Allianz SE) is valid until 1/1/2023

Quote from Midwest Employers Casualty Company (W. R. Berkley Group ) is valid until 1/1/2023

Quote from is valid until 12/31/2022

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Package Package For Methane Plant Property Excess Property Cyber Liability Excess Workers Comp

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.





# **Payment Plans**

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Old Republic Union Insurance Company	Package	Payment due in full within 30 days	Agency Bill
Federal Insurance Company (Chubb Group of Insurance Companies)	Package For Methane Plant	Payment due in full within 30 days	Agency Bill
Underwriters at Lloyd's London	Property-clubhouse & Amphitheater	Payment due in full within 30 days	Agency Bill
Fireman's Fund Insurance Company (Allianz SE)	Excess Property	Payment due in full within 30 days	Agency Bill
Certain Underwriters at Lloyd's	Cyber Liability	Payment due in full within 30 days	Agency Bill
Midwest Employers Casualty Company (W. R. Berkley Group )	Excess Workers Comp	Deposit Premium : \$97,495	Agency Bill





## **Carrier Ratings and Admitted Status**

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Federal Insurance Company	A++ XV	Admitted
Fireman's Fund Insurance Company	A+ XV	Admitted
Midwest Employers Casualty Company	A+ XV	Admitted
Old Republic Union Insurance Company	A+ XV	Admitted
Underwriters at Lloyd's London	A XV	Non-Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

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.





**Proposal Disclosures** 





# **Proposal Disclosures**

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

#### **Proposal Disclaimer**

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

#### **Compensation Disclosure**

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

#### **TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.





#### **Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

#### **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

#### Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

#### **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at <u>https://www.ajg.com/privacy-policy/</u>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

#### **Dispute Resolution**

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither





you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

#### **Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

#### **Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.





**Client Signature Requirements** 





# **Coverages for Consideration**

#### Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

• Gallagher Crisis Protect

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.





# **Client Authorization to Bind Coverage**

After careful consideration of Gallagher's proposal dated 12/5/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER	DESCRIPTION / MAJOR DIFFERENCES
🗆 Accept 🗆 Reject	Package	
□Option # 1	Old Republic Union Insurance Company	SIR \$150K
□Option # 2	Old Republic Union Insurance Company - General Liability	SIR: \$100K
□Accept □Reject	TRIA	
🗆 Accept 🗆 Reject	Package – Methane Plant	
□Option # 1	Federal Insurance Company -	\$75,000 deductible/Premium \$75,051.00
□Option # 2	Federal Insurance Company	\$100K deductible/Premium \$72,939.00
□Accept □Reject	TRIA	
🗆 Accept 🗆 Reject	Property-Clubhouse & Amphitheater	
	Underwriters at Lloyd's London	
□Accept □Reject	TRIA	
□Accept □ R e ject Excess Property		
	Fireman's Fund Insurance Company	
□Accept □Reject	TRIA	
🗆 Accept 🗆 Reject	Cyber Liability	
	Certain underwriters at Lloyd's	\$3,000,000 limit
□Accept □Reject	TRIA	
□Accept □Reject	Excess Workers Comp	
□Option # 1	Midwest Employers Casualty Company	1 Year policy
□Option # 2	Midwest Employers Casualty Company	2 year policy
TRIA Cannot Be Reje	ected	

#### Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

#### Other Coverages to Consider

□ Gallagher Crisis Protect

### Town of Munster



The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

#### **Exposures and Values**

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

#### **Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <u>https://www.ajg.com/privacy-policy/</u>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

:	
	Print Name
	Title
	Signature
	Signature
e:	





Appendix





## **Bindable Quotations & Compensation Disclosure Schedule**

#### Client Name: Town of Munster

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME <sup>1</sup>	EST. ANNUAL PREMIUM <sup>2</sup>	COMM.% OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Package	Old Republic Union Insurance Company Opt 1	N/A	\$280,800.00	0 %	
Package	Old Republic Union Insurance Company Opt 2	N/A	\$322,900.00	0 %	
Package Methane Plant	Federal Insurance Company (Chubb Group of Insurance Companies)	Allianz Global Ins.	\$75,070.00	0 %	
Property – Clubhouse & Amphitheater	Underwriters at Lloyd's London	N/A	\$57,356.00	0 %	
Excess Property	Fireman's Fund Insurance Company (Allianz SE)	N/A	\$78,587.00	0 %	
Cyber Liability	Underwriters at Lloyd's London	Risk Placement Services	\$38,032.50	15 %	7.5 %
Excess Workers Comp	Midwest Employers Casualty Company (W. R. Berkley Group )	N/A	\$97,495.00	0 %	
Service Fee				\$81,978.00	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.





# **Claims Reporting By Policy**

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

#### Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S): Package	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Old Republic Union Insurance Company Policy Term: 01/01/2023 - 01/01/2024	TPA: Gallagher Bassett Services, Inc. By Mail – Address: 5775 Nimtz Parkway, #100, South Bend, IN 46628 • Phone# (574) 234-0028 • Fax# (574) 234-4607 • Email: marge_rzepka@gbtpa.com

COVERAGE(S): Excess Property	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:		
Insurer: Fireman's Fund Insurance Company Policy Term: 01/01/2023 - 01/01/2024	Insurer: Fireman's Fund Insurance Company Phone: 1.888.347.3428 Fax: 1.800.511.3720 Email: CIFNOL@ffic.com Web: https://fnolicus.firemansfund.com		

COVERAGE(S): Package For Methane Plant	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Federal Insurance Company Policy Term: 01/01/2023 - 01/01/2024	Insurer: Federal Insurance Company Phone: 800-252-4670 Fax: 1-800-300-2538 Email: <u>acecrs-claims@chubb.com</u> Web: <u>https://www.chubb.com/us-en/claims/commercial- claims.aspx</u>

COVERAGE(S): Property-Clubhouse	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:	
Insurer: Underwriters At Lloyd's of London	Insurer: Underwriters At Lloyd's of London Underwriters at Lloyd's, London Phone#: 617-239-2600	
Policy Term: 01/01/2023 - 01/01/2024	Email: propertyclaims@beazley.com Website:- https://www.beazley.com	



## Town of Munster



COVERAGE(S): Cyber Liability	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Underwriters At Lloyd's of London Policy Term: 01/01/2023 - 01/01/2024	Insurer: Underwriters At Lloyd's of London Underwriters at Lloyd's, London Phone# 1-855-217-5204 Email: RPSCyberClaims@bakerlaw.com

COVERAGE(S): Excess Workers' Compensation	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Midwest Employers Casualty Company Policy Term: 01/01/2023 - 01/01/2024	Insurer: Midwest Employers Casualty Company • Phone# (636) 449-7167 • Email: newclaim@MECasualty.co



LOCATION	BLDG	NAME	ADDRESS	сітү	ST	ZIP	OCCUPANCY	2023 Bidg Values	Contents	2023 Mobile Equip	2023 Misc	2023 Totals
1		Town Hall Complex W/Police & Fire	1001-1007 Ridge Rd.	Munster	IN	46321	Town Hall	\$10,220,912.04	\$1,106,605	\$378,175		\$12,095,212
2	Α	Fire Station #2	550 Fisher Street	Munster	IN	46321	fire stattion 2	\$2,437,810.20	\$95,821	\$476,009	\$20,609	\$3,030,249
2	в	Storage Garage	550 Fisher Street	Munster	IN	46321	Storage	\$69,764.94	\$0	\$0	\$0	\$69,765
3	Α	Calumet Ave. Pump Station	8103 Calumet Ave.	Munster	IN	46321	Pump Sta	\$117,801.84	\$236,498	\$0	\$0	\$354,299
3	С	Pump Station	Calumet Avenue	Munster	IN	46321	Back-up Generator	\$0.00	\$0	\$144,899	\$0	\$144,899
4	В	Maintenance / Parks	530 Fisher Street	Munster	IN	46321	Maint. Garage	\$1,441,676.16	\$71,236	\$0	\$0	<b>\$1,512,912</b>
4	С	Salt Stg.	530 Fisher Street	Munster	IN	46321	Salt Stg.	\$306,370.26	\$0	\$0	\$0	\$306,370
4	Е	Public Works New Building	530 Fisher Street	Munster	IN	46321	Public Works	\$4,853,397.66	\$356,178	\$2,496,859	\$278,652	\$7,985,086
5	в	Water Tank	River Bend Road	Munster	IN	46321	Water Tank (2) (2.0) & (6.0) million gallon	\$1,883,708.47	\$0	\$0	\$0	\$1,883,708
_							Underground Control Vault/pump					
5		River Bend Pump Station	River Bend & Jackson	Munster	IN	46321	station	\$134,933.76	\$59,124	\$0	\$0	\$194,058
5		River Bend Pump Station Storage	River Bend Road				ADDED	\$15,341.82				\$15,342
6		Water Tank	R8102 Calumet Avenue	Munster	IN	46321	Water Tank (2 @ 500,000 each)	\$2,300,041.16	\$0			\$2,300,041
7		Water Tank	R1020 Ridge Rd.	Munster	IN	46321	Elev Wtr Tnk	\$1,847,392.31	\$0	-		\$1,847,392
8		Industrial Park	400 Blk. of Superior	Munster	IN	46321	Elev Wtr Tnk	\$2,201,298.27	\$0			\$2,201,298
9		Burlwood Park	10139 Burlwood Dr.	Munster	IN	46321	Shelter/ Playground	\$48,712.50	\$0	\$0	\$130,000	\$178,713
11		Grove Park	8201 Tapper Avenue	Munster	IN	46321	Playground/Shelter/Tennis (3) Backstop Shelter/Equip/Backstop/ Basketball	\$56,824.66	\$0		,	\$197,503
12		Twin Creek Park	9747 Twin Creek Blvd	Munster	IN	46321	Court	\$48,712.50	\$0	\$0	\$124,447	\$173,159
14		Circle Park	1700 Inner Circle	Munster	IN	46321	Playgrount/CRT/basketball backstop Playground/Shelter/Tennis (3)/ 2	\$0.00	\$0	\$0	\$108,214	\$108,214
15		Bluebird Park	1900 Holly Lane	Munster	IN	46321	baseball backstops Pavillion/Playground / Track /	\$0.00	\$0	\$0	\$351,697	\$351,697
16		F.H. Hammond Park	1101 Frans-Lin Pkwy	Munster	IN	46321	Ballfields/Volleyball (2) / Tennis (3)	\$56,824.66	\$0			\$543,789
17		Sunnyside Park	7800 Hohman Avenue	Munster	IN	46321	Park / shelter	\$56,824.66	\$0			\$166,825
18		Rotary Park	1051 Ridge Road	Munster	IN	46321	Artwork	\$0.00	\$0	\$0	· · · · · ·	\$135,268
19		Community Park	8601 Calumet Avenue	Munster	IN	46321	Park	\$0.00	\$0	\$0	\$324,643	\$324,643
19		Community Park	8601 Calument Ave				Admissins Building	\$25,221.54				\$25,222
19		Community Park	8601 Calument Ave				Concessions Office #2	\$237,759.96				\$237,760
19		Community Park	8731 Lions Club	Munster	IN	46321	Social Ctr	\$926,016.18	\$43,826	\$0		\$969,842
19		Community Park	8601 Calumet Avenue	Munster	IN	46321	Warm Hut	\$24,373.92	\$0			\$24,374
19	D	Community Park	8601 Calumet Avenue	Munster	IN	46321	Open Shelter - (Lions)	\$98,967.04	\$0	\$0	\$0	\$98,967
19	Н	Community Park	8601 Calumet Avenue	Munster	IN	46321	WEST Press Box/Garage (Little League)	\$74,334.01	\$35,475	\$0	\$168,763	\$278,571
19	I	Community Park Bldgs. <del>(2)</del>	8601 Calumet Avenue	Munster	IN	46321	Garage STORAGE/Mechanical Room	\$65,843.04	\$23,650	\$0	\$97,584	\$187,077

LOCATION	BLDG	NAME	ADDRESS	СІТҮ	ST	ZIP	OCCUPANCY	2023 Bidg Values	2023 Contents	2023 Mobile Equip	2023 Misc	2023 Totals
19	L	Community Park /Softball	8601 Calumet Avenue	Munster	IN	46321	Softball Garage	\$113,760.04	\$0	\$0	\$156,045	\$269,805
19	0	Community Park	8601 Calumet Avenue	Munster	IN	46321	fence/lights	\$0.00	\$0	\$0	\$287,012	\$287,012
19	к	Community Park	8601 Calumet Avenue	Munster	IN	46321	Storage (Babe Ruth)	\$119,336.40	\$16,283	\$0	\$0	\$135,620
19	м	Community Park	8601 Calumet Avenue	Munster	IN	46321	GAZEBO	\$42,326.89	\$0	\$0	\$97,584	\$139,911
19		Community Park	8601 Calumet Avenue	Munster	IN	46321	(Babe Ruth) NORTH REPLACED WITH PRESS BOX/RESTROOM	\$268,289.58	\$35,474	\$0	\$168,763	\$472,527
19	s	Community Park	8601 Calumet Avenue	Munster	IN	46320	Playground	\$0.00	\$0	\$0	\$183,859	<b>\$183,859</b>
19	Q	Community Park	8601 Calumet Avenue	Munster	IN	46321	Batting Cages (5)	\$0.00	\$0	\$0	\$91,844	\$91,844
19	Т	Community Park	8601 Calumet Avenue	Munster	In	46321	Rotary Shelter	\$62,116.08	\$0	\$0	\$0	\$62,116
19	W	Community Park	8601Calumet Avenue	Munster	IN	46321	Skate Park Equipment	\$0.00	\$0	\$0	\$54,107	\$54,107
19	х	Community Park	8601 Calumet Avenue	Munster	IN	46321	Sign at entrance WEST	\$0.00	\$0	\$0	\$37,875	\$37,875
19	Y	Community Park	8601 Calumet Avenue	Munster	IN	46321	Playground	\$0.00	\$0	\$0	\$216,429	\$216,429
19	Z-1	Community Park	8601 Calumet Avenue				Dugout	\$39,950.34				\$39,950
19	z	Community Park	8601 Calumet Avenue	Munster	IN	46321	Press Box/Restroom WEST Men's Changing?	\$308,092.02	\$0	\$0	\$0	\$308,092
19	AA	Community Park	8601 Calumet Avenue	Munster	IN	46321	Maintenance Building	\$199,438.56	\$0	\$0	\$0	\$199,439
19	AB	Community Park	8601 Calumet Avenue	Munster	IN	46321	Pressbox/Restroom SOUTH Womens Changing?	\$307,244.40	\$0	\$0	\$0	\$307,244
19	AC	Community Park	8601 Calumet Avenue	Munster	IN	46321	Softball Field A	\$0.00	\$0	\$0	\$478,034	\$478,034
19	AD	Community Park	8601 Calumet Avenue	Munster	IN	46321	Softball Field B	\$0.00	\$0	\$0	\$478,034	\$478,034
19	AE	Community Park	8601 Calumet Avenue	Munster	IN	46321	Softball Field C	\$0.00	\$0	\$0	\$493,794	\$493,794
19	AF	Community Park	8601 Calumet Avenue	Munster	IN	46321	Softball Field D	\$0.00	\$0	\$0	\$493,794	\$493,794
19	AG	Community Park	8601 Calumet Avenue	Munster	IN	46321	Little League Field A	\$0.00	\$0	\$0	\$478,034	\$478,034
19	AH	Community Park	8601 Calumet Avenue	Munster	IN	46321	Little League Field B	\$0.00	\$0	\$0	\$446,516	\$446,516
19	AI	Community Park	8601 Calumet Avenue	Munster	IN	46321	Little League Field C	\$0.00	\$0	\$0	\$420,250	\$420,250
19	AJ	Community Park	8601 Calumet Avenue	Munster	IN	46321	Little League Field D	\$0.00	\$0	\$0	\$499,047	\$499,047
		COMMUNITY PARK	8601 Calumet Avenue		1	10021	SAND VOLLEYBALL	\$0.00	\$0 \$0	\$0 \$0	\$0	\$0
10	۸V	Community Park	8601 Calumet Avenue	Munster	IN	46321	Batting Cages (8)	\$0.00	\$0	\$0	\$94,556	\$94,556
19	AN		oour Calumet Avenue	wunster	IIN	40321	Datting Dages (0)	<del>ა</del> 0.00	\$0	\$0	\$94,000	\$94,000
19	AL	Community Park	8601 Calumet Avenue	Munster	IN	46321	Concession Stand	\$214,538.64	\$64,929	\$0	\$0	\$279,467

LOCATION	BLDG	NAME	ADDRESS	СІТҮ	ST	ZIP	OCCUPANCY	2023 Bldg Values	2023 Contents	2023 Mobile Equip	2023 Misc	2023 Totals
19	AM	Community Park	8601 Calumet Avenue	Munster	IN	46321	Site Lighting Pavilion/plygrnd/tennis (2)	\$0.00	\$0	\$0	\$367,719	\$367,719
20		Beech Park	8601 Calumet Avenue	Munster	IN	46321	basketball (1) Baseball (2)	\$63,979.56	\$0	\$0	\$299,562	\$363,542
21		Stewart Park	8601 Calumet Avenue	Munster	IN	46321	Pavilion / playground	\$38,387.74	\$0	\$0	\$130,000	\$168,388
22		Kiwanis Park	8601 Calumet Avenue	Munster	IN	46321	Playground / swing	\$0.00	\$0	\$0	\$70,000	\$70,000
24		Evergreen Park	8101 Beech Avenue	Munster	IN	46321		\$0.00	\$0	\$0	\$50,336	\$50,336
25		Briar Creek Park	1600 Fran-Lin Pkwy	Munster	IN	46321	PLGRD/GAZ/BB.CT / backstop	\$56,824.66	\$0	\$0	\$135,224	\$192,049
26			209 Timrick	Munster	IN	46321	Underpass	\$0.00	\$0	\$0	\$115,919	\$115,919
27		Street Lights	213 Timrick Drive	Munster	IN	46321	Street Lights	\$0.00	\$0	\$0	\$2,897,981	\$2,897,981
28		TRAFFIC SIGN & LIGHTS	10299 Fox Run	Munster	IN	46321	SIGN & LIGHTS	\$0.00	\$0	\$0	\$3,736,445	\$3,736,445
29	Α	Heritage Park	Broadmoor & Manor	Munster	IN	46321	Museum/office/windmill/ SHED	\$475,289.40	\$193,820	\$0	\$21,643	\$690,753
29	С	Heritage Park		Munster	IN	46321	Pavilion	\$81,451.10	\$0	\$0	\$0	\$81,451
30		Water Pump	8601 Calumet Avenue	Munster	IN	46321	Water Pump	\$2,429,575.02	\$0	\$0	\$0	\$2,429,575
31		Briar Park Pedestrian	1154 Ridge Rd	Munster	IN	46321	Bridge	\$0.00	\$0	\$0	\$75,750	\$75,750
33	Α	White Oak Park	1154 Ridge Rd	Munster	IN	46321	Bridge/playground/fencing	\$0.00	\$0	\$0	\$346,481	\$346,481
33	Н	White Oak Park	River Bend & Hohman	Munster	IN	46321	Pavilion/basketball/backstop	\$60,825.59	\$0	\$0	\$50,157	\$110,983
		ALL LOCATIONS	10299 Fox Run	Munster	IN	46321	TRANSIT	\$0.00	\$0	\$0	\$55,730	\$55,730
		ALL LOCATIONS	9700 White Oak Ave	Munster	IN	46321	Extra Exp	\$0.00	\$0	\$0	\$557,304	\$557,304
		VEHICLES	9700 White Oak Ave	Munster	IN	46321	Vehicles	\$0.00	\$0	\$0	\$4,229,867	\$4,229,867
		ALL LOCATIONS	BLANKET	Munster	IN	46321	Accounts Receivable	\$0.00	\$0	\$0	\$55,730	\$55,730
		ALL LOCATIONS	BLANKET	Munster	IN	46321	Valuable Papers	\$0.00	\$0	\$0	\$55,730	\$55,730
		ALL LOCATIONS	BLANKET	Munster	IN	46321	EDP Equipment	\$0.00	\$0	\$0	\$1,007,992	\$1,007,992
		ALL LOCATIONS	BLANKET	Munster	IN	46321	Buisness Interruption	\$0.00	\$0	\$0	\$55,730	\$55,730
		ALL LOCATIONS	BLANKET	Munster	IN	46321	EDP Extra Exp	\$0.00	\$0	\$0	\$27,865	\$27,865
37		Aquatic Center	BLANKET	Munster	IN	46321	Aquatic Center (5 bldgs, pavilion)	\$3,811,911.45	\$0	\$0	\$803,632	\$4,615,544
38		West Lakes	BLANKET	Munster	IN	46321	Pavilion with playground	\$60,825.59	\$0	\$0	\$110,000	\$170,826
42		West Lakes totlot	BLANKET	Munster	IN	46321		\$0.00	\$0	\$0	\$82,035	\$82,035
40	А	Centennial Park	8837 Community Park	Munster	IN	46321	Pavilion West	\$237,565.71	\$0	\$0	\$0	\$237,566
40	В	Centennial Park	9601 Margo Ln	Munster	IN	46321	Pavilion East	\$237,565.71	\$17,737	\$0	\$0	\$255,303
40	С	Centennial Park	Salsbury Drive	Munster	IN	46321	Playground	\$0.00	\$0	\$0	\$143,506	\$143,506
40	F	Centennial Park	9701 Calumet	Munster	IN	46321	Fire Station / Maintenance Facility	\$1,259,072.70	\$189,198	\$195,056	\$0	\$1,643,327
40	G	Centennial Park	9701 Calumet	Munster	IN	46321	Botanical Gardens	\$0.00	\$0	\$0	\$256,360	\$256,360
40	Н	Centennial Park	9701 Calumet	Munster	IN	46321	Golf Pavilion /flare	\$362,444.21	\$756,792	\$0	\$0	\$1,119,236
40	Ι	Centennial Park	9701 Calumet	Munster	IN	46321	Street Bridge	\$203,311.43	\$0	\$0	\$171,939	\$375,251
40	J	Centennial Park	9701 Calumet	Munster	IN	46321	Boardwalk	\$0.00	\$0	\$0	\$178,337	\$178,337
40	k	Centennial Park	9701 Calumet	Munster	IN		Irrigation Vault	\$49,692.86	\$70,949	\$0	\$0	\$120,642
40		Centennial Park	9701 Calumet	Munster	IN	46321	Golf Course	\$3,726,964.71	\$0			\$3,808,125
40	m	Centennial Park	9701 Calumet	Munster	IN		Playground 2 small swings	\$0.00	\$0			\$10,821
40	n	Centennial Park	9701 Calumet	Munster	IN		Fence Adjacent to bike path	\$0.00	\$0		\$91,982	\$91,982
40	0	Centennial Park	9701 Calumet	Munster	IN	46321	Golf Course Bridge	\$0.00	\$0	\$0	\$87,654	\$87,654

S LOCATION		NAME	ADDRESS	СІТҮ	-	ZIP	OCCUPANCY Pavillion Restrooms	2023 Bidg Values	2023 Contents	2023 Mobile Equip	2023 Misc	2023 Totals
40 40	P Q	Centennial Park Centennial Park	9701 Calumet 9701 Calumet	Munster	IN	46321	Fitness Stepson Hill	\$220,757.33 \$0.00	\$0	\$0	\$0 \$90,000	\$220,757 \$90,000
40	Q	Centennial Park	9701 Calumet 9701 Calumet	Munster	IN	46321	Elev Wtr Tank	\$0.00	\$0	\$0	\$90,000	\$90,000
41	А	Redevelopment Commission	9701 Calumet	Munster	IN		Office Retail	\$942,354.95	\$0 \$0			\$942,355
42		Redevelopment Commission	9701 Calumet	Munster	IN		Office Retail	\$1,217,599.04	\$0 \$0			
42	C	Redevelopment Commission	1600 blk. of Fisher	Munster	IN	46321		\$1,351.691.76	\$0 \$0			
42	-	Redevelopment Commission	9462-9482 Calumet	Munster	IN		Commercial Retail and Warehouse	\$2,697,770.46	\$0		\$0	\$2,697,770
43	А	Public Art	9352-9388 Calumet	Munster	IN	46321	Public Art Sculpture at Collision Revision	\$0.00	\$0	\$0	\$30,981	\$30,981
		Public Art	9460 Calumet	Munster	IN	46321		\$0.00	\$0		\$57,960	<mark>\$57,960</mark>
	С	Public Art	9442 Calumet	Munster	IN	46321	Public Art Sculpture at Pepsi	\$0.00	\$0	\$0	\$56,042	\$56,042
	D	Public Art	490 W. 45th Street	Munster	IN	46321		\$0.00	\$0		\$18,948	\$18,948
	Е	Public Art	9204 Columbia Avenue	Munster	IN		Public Art Sculpture at Target	\$0.00	\$0		\$92,512	\$92,512
	F	Public Art	9300 Calumet Avenue	Munster	IN	46321	Public Art Sculpture at The Times	\$0.00	\$0	\$0	\$222,922	\$222,922
	G	Public Art	12 Ridge Road	Munster	IN	46321	Public Art Sculpture at Whole Foods Public Art Sculpture at	\$0.00	\$0	\$0	\$57,570	\$57,570
	н	Public Art	8005 Calumet Avenue	Munster	IN	46321	Staley/Rockwell	\$0.00	\$0	\$0	\$66,876	\$66,876
	Ι	Public Art	601 W. 45th St.	Munster	IN	46321	Public Art Sculpture at Staley/Rockwell	\$0.00	\$0	\$0	\$17,834	\$17,834
	J	Public Art	480 W 45th St.	Munster	IN	46321	Public Art Sculpture at Dawn Foods Public Art Sculpture at Cent.Pk -	\$0.00	\$0	\$0	\$21,735	\$21,735
	к	Public Art	333 W 45th St.	Munster	IN	46321	Prairie Passage Public Art Sculpture at Cent.Pk -	\$0.00	\$0	\$0	\$320,418	\$320,418
	L	Public Art	225 W 45th St.	Munster	IN	46321	Hands Public Art Sculpture at Cent.Pk -	\$0.00	\$0	\$0	\$10,648	\$10,648
	М	Public Art	201 W 45th St.	Munster	IN	46321	Togetherness Public Art Sculpture at the Skate	\$0.00	\$0	\$0	\$44,368	\$44,368
	Ν	Public Art	9701 Calumet	Munster	IN	46321		\$0.00	\$0	\$0	\$6,493	\$6,493
	0		9701 Calumet	Munster	IN		Three Trees	\$0.00	\$0		\$31,519	\$31,519
44	А	Pump Station	9701 Calumet	Munster	IN		Storm Water Pump Station Vault	\$0.00	\$88,687	\$0	\$0	\$88,687
	В	Pump Station	8601 Calumet	Munster	IN		Back-up Generator	\$0.00	\$0		\$86,572	\$86,572
	С	Pump Station	9701 Calumet	Munster	IN		Back-up Generator	\$0.00	\$0		\$64,929	\$64,929
	D	Pump Station	100 Carnaby	Munster	IN		Back-up Generator	\$0.00	\$0	\$0	\$108,214	\$108,214
		Pump Station	White Oak	Munster	IN		Back-up Generator	\$0.00	\$0	\$0	\$43,743	\$43,743
		Pump Station	Baring Avenue	Munster	IN		Back-up Generator Back-up Generator	\$0.00	\$0	\$0	\$29,406	\$29,406
		Pump Station	Dyer Road Manar/Timriak	Munster	IN IN		Back-up Generator	\$0.00 \$0.00	\$0 \$0		\$37,091 \$49,433	\$37,091
		Pump Station Pump Station	Manor/Timrick Jefferson	Munster Munster	IN IN		Back-up Generator	\$0.00	\$0 \$0			\$49,433 \$29,406
		Pump Station Pump Station	Jeπerson 45th / Calumet	Munster	IN		Back-up Generator	\$0.00	\$0 \$0		,	\$29,406
	J	Fump Station	45th / Calumet	wunster	IIN	40321	Baok up Conciator	<b>ა</b> 0.00	\$0	\$0	¢∠0,977	<u>م</u> کم <sup>2</sup>

LOCATION	BLDG	NAME	ADDRESS	СІТҮ	ST	ZIP	OCCUPANCY			2023 Mobile Equip	2023 Misc	2023 Totals
	К	Pump Station	Superior	Munster	IN		Back-up Generator	\$0.00	\$0	\$0	\$43,498	\$43,498
	L	Pump Station	Westlake	Munster	IN	46321	Back-up Generator	\$0.00	\$0	\$0	\$42,168	\$42,168
		Manor-Ridge Park	Cobblestone	Munster	IN		Plaza fountain, irrigation system, system control vault, tables, umbrellas	\$0.00	\$0	\$0	\$420,250	\$420,250
							playground/pavillion,tennis courts (2), backstop, drinking fountain/BASKETBALL/VOLLEYBA					
		Cobblestones Park	400 Ridge Road	Munster	IN	46321	LL	\$0.00	\$0	\$0	\$315,188	\$315,188
		Orchard Park	1050 Ridge Road	Munster	IN	46321	Playground	\$0.00	\$0	\$0	\$50,000	\$50,000
								\$53,013,116	\$3,462,281	\$3,690,998	\$26,898,913	\$87,065,308

Signature

Date

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# Gallagher STEP





## Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

**Gallagher Safety Training Education Platform (STEP)** is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

#### **Key Benefits of Gallagher STEP**

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- Simplify the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

#### Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher **CORE3**60<sup>®</sup> is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

## Sample of Available Training Modules and Safety Shorts

#### Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination— Employees (English and Spanish)
- California Sexual Harassment and Discrimination —Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies

#### Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- **Safety Shorts**

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial-Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash

- Job Applications
- Maine Sexual Harassment Prevention
   and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping
   Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)

• Means of Egress (English and Spanish)

Workers Compensation Essentials

Workplace Investigations Basics

- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
  - Office Workstation Safety
  - Office Workstation Safety for Supervisors
  - Personal Protective Equipment (English and Spanish)
  - Portable Fire Extinguishers I
  - Portable Fire Extinguishers II
  - Power Tool Safety
  - Preparation for Physical Activity
  - Preventing Back Injuries (English and Spanish)
  - Preventing Slips, Trips and Falls (English and Spanish)
  - Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

### The Gallagher Way. Since 1927.

Please visit **ajg.com/us/gallagher-step/** to learn more.

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- Gallagher
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring

• Violence Prevention

• Wrongful Termination

- Smart Risk Management—Core Principles
- TheftUnsafe Acts



# Overview and Login Information

The Gallagher eRiskHub<sup>®</sup> portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

#### To access the Gallagher eRiskHub® now:

- 1. Navigate to <u>https://eriskhub.com/gallagher</u>
- 2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
- After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at <u>support@eriskhub.com</u>

#### Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- Learning Center—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- Security and Privacy Training—Resources for creating an effective security training program for your employees.
- Strategic Third-Party Relationships and Partner Resources—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

#### **Gallagher's Cyber Capabilities**

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



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The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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## G National Gallagher Risk Control

# **Business Continuity & Resilience Services**

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years. According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%–30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020



Gallagher **CORE**360<sup>®</sup> is our unique, comprehensive approach of evaluating your risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

When evaluating potential crises you may face, it's important to focus on **Uninsured & Uninsurable Losses** to identify any risks you have that are either uninsured or uninsurable.

#### **Business Continuity**

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

#### **Crisis Management**

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

#### **Crisis Communications**

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.

#### **Supply Chain Risk Management**

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

#### Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest-doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for ten consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.





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Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or clientspecific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources "World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC. Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2021. © 2021 Arthur J. Gallagher & Co. | GGB40070



# A Next Generation Engagement Solution

**Gallagher Insight** is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

# Insight can be accessed from any electronic device using a secure ID and password to login.







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# Contractual Risk Compliance



G Gallagher | Verify\*

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

## Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**<sup>sm</sup> ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

#### Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.\*

#### Track more than just Certificates of Insurance

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

#### Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best rating
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

# Gallagher

#### Learn More About CORE360™

Gallagher Verify is part of Gallagher **CORE**360<sup>™</sup>, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **Contractual Liability,** and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

#### Tiers of service tailored to the needs of your organization

	TIER 1	TIER 2
Gallagher Verify cloud software	$\checkmark$	$\checkmark$
Dedicated implementation project managers (includes data entry and software configuration)	$\checkmark$	$\checkmark$
Automated COI endorsement and document compliance verification	$\checkmark$	$\checkmark$
Automated noncompliance and renewal notifications to vendors	$\checkmark$	$\checkmark$
Client access to software support	$\checkmark$	$\checkmark$
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	$\checkmark$	$\checkmark$
Risk management consulting for clients (insurance requirement exception guidance)	$\checkmark$	$\checkmark$
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		$\checkmark$
Weekly or monthly client stewardship calls with a risk advisor		$\checkmark$
Unlimited phone support for vendors with insurance and contract-related questions		$\checkmark$

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

## The Gallagher Way. Since 1927.

#### ajg.com

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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**The MEC Claims Advantage** 

Midwest Employers Casualty's (MEC) value extends well beyond risk transfer. As a major excess insurer for self-insured employers, we fully understand the challenges this business line presents. We have responded by developing innovative approaches to deal with these challenges by combining predictive analytics and targeted claim and medical interventions on complex claims. Our innovative processes save our clients substantial dollars within the insured's retention while enhancing the outcome for the most seriously injured workers. Here's how:

## The MEC Difference

We are more than a reimburser, we are complex claim experts. We believe these types of claims can be managed effectively by bringing together the right expertise and resources with a collaborative and persistent team approach.

- Complex claims are not defined by the SIR; MEC is here for our clients when they need our help regardless of the SIR
- Our proactive approach allows us to involve our expertise both below and above the SIR
- Our goals are aligned with our client's, to lower their total cost of risk and extinguish the claim's liability

## **Catastrophic Claim Management**

- Our collaborative approach brings our clients and their claim handlers together with MEC's claims, legal, and medical expertise to jointly resolve challenging complex claim issues
- Specialized catastrophic and migratory claims teams
- Low caseloads that allow for meaningful interventions
- Building relationships with clients and their claim handlers
- Vetted vendors and resources that operate effectively in the complex claim handling space

## **XCEL Analytics**<sup>®</sup>

- Our models provide earlier identification of problematic claims and their loss drivers, allowing for meaningful interventions before a claim gets out of control
- We can run our models against prior non-MEC policy years
- Complimentary approach with existing TPA analytics
- Helps clients and their claim handlers devote limited resources to the most problematic claims

## **Collaboration With MEC**

Our resources are your resources. If you're looking for innovative ways to help clients lower their total cost of risk, we can help. Contact us today to learn more!



Visit www.MECasualty.com to learn more.



# **Claim Consultation**

Midwest Employers Casualty works with our insureds, TPAs, and legal partners to find better solutions for their complex workers' compensation claims, often well within their retention. Our goal is to work with the insured, and their claim partners, to create better claim outcomes and increased savings.

## These claims can include:

- Chronic Pain
- Involvement of a pain specialist
- Long-term opioid use and associated medical issues
- Poly-pharma utilization and yearly prescription spending of \$5,000 or more
- Complex Regional Pain Syndrome or Reflex Sympathetic Dystrophy diagnosis
- Use of Spinal Cord Stimulators and Intrathecal Morphine Pumps
- Surgery, or repeat surgery, with no relief
- Significant co-existing conditions (co-morbidities)
- Allegation of psychiatric issues
- · History of prior injuries with extended disability
- Complex claims where an action plan is unclear
- Claims that "keep you up at night"

## **Claim Team**

Our consultative claim team is comprised of our Chief Medical Officer, a Senior Claims Analyst, Medical Management Consultant, and Claims Attorney. We're here to help and provide advice on:

- Complex diagnoses situations
- Causal relationship issues
- Unique recommended treatments
- Settlement strategy
- Preparation of pre-MSA with cost mitigation plan recommendations
- · Legal advice on complex compensability cases, jurisdictional issues, employer liability, and case law

These services are provided to all Midwest Employers Casualty policyholders at no additional cost.

Visit www.MECasualty.com to learn more.



BCS Insurance Company 2 Mid America Plaza, Suite 200 Oakbrook Terrace, IL 60181

- 2. In order for "You" to invoke the optional "Extended Reporting Period", the payment of additional premium as stated in this provision must be paid to "Us" within thirty (30) days of the non-renewal or cancellation.
- 3. At the commencement of the optional "Extended Reporting Period", the entire premium shall be deemed fully earned, and in the event "You" terminate the optional "Extended Reporting Period" for whatever reason prior to its natural expiration, "We" will not be liable to return any premium paid for the optional "Extended Reporting Period".
- C. Terms and conditions of basic and optional "Extended Reporting Period"
  - 1. At renewal of this Policy, "Our" quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by "Us" for the purposes of granting the optional "Extended Reporting Period".
  - 2. The right to the "Extended Reporting Period" shall not be available to "You" where "We" cancel or non-renew due to non-payment of premium.
  - 3. The limit of liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".
  - 4. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy.

#### **IX.** TERMS AND CONDITIONS

#### A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- 1. If any "Claim" is made against "You" during the "Policy Period", then as soon as practicable after "You" become aware of such "Claim", "You" must forward to "Us" through persons named in the Policy every demand, notice, summons or other process "You" or "Your" representative receive.
- 2. If during the "Policy Period", "You" becomes aware of any act, error or omission that might reasonably give rise to a "Claim" or "Loss", "You" must give written notice to "Us" through persons named in the Policy as soon as practicable during the "Policy Period" of:
  - a. The specific details of the act, error or omission that might reasonably give rise to a "Claim" or "Loss";
  - b. The possible damage which may result or has resulted from the act, error or omission;
  - c. The facts by which "You" first became aware of the act, error, omission or "Loss"; and
  - d. Any "Computer System" security and event logs which provide evidence of the act, error or omission.

Any subsequent "Claim" made against "You" arising out of such act, error or omission or "Loss" which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to "Us".

- 3. A "Claim" or "Loss" shall be considered to be reported to "Us" when notice is first given to "Us" through persons named in the Policy or when notice of a Wrongful Act which might reasonably give rise to a "Claim" is first provided in compliance with IX.A.2 above.
- 4. If "You" report any "Claim", "Loss" or request any payment under this Policy knowing such "Claim", "Loss" or request to be false or fraudulent, as regards amounts or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

Powered by LLOYD'S

## SELF-INSURED PACKAGE POLICY

#### ERRORS AND OMISSIONS LIABILITY COVERAGE PART

#### THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS. PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

#### INSURING AGREEMENTS

1. ERRORS AND OMISSIONS LIABILITY COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from a **wrongful act** of an **insured**.

2. EMPLOYMENT PRACTICES COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from a violation of **employment practices** by an **insured**.

3. SEXUAL HARASSMENT LIABILITY COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from **sexual harassment** by an **insured**.

Insuring Agreements 1., 2. and 3. above apply only if:

- A. The wrongful act, violation of employment practices or sexual harassment is committed by an insured in the course and scope of their employment by an insured;
- B. The wrongful act, violation of employment practices or sexual harassment did not take place before the Retroactive Date stated in the Common Policy Declarations, or after the end of the policy period; and
- C. A claim for damages arising out of the **wrongful act**, violation of **employment practices** or **sexual harassment** is first made against an **insured** during the **policy period** or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator or by us, whichever comes first.
- D. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no insured knew of the alleged wrongful act, violation of employment practices or sexual harassment, or of any related (actual or alleged) wrongful act, violation of employment practices or sexual harassment.

All **claims** for damages made because of a **wrongful act**, violation of **employment practices** or **sexual harassment**, or series of such acts, by one person or by more than one person, will be considered one **claim**. Notice to any insured of the first **claim** made will be the date for all such **claims**, whenever made.

WHO IS AN INSURED

1. You;

- The named insured's past or presently elected or appointed officials, but only with respect to their duties as an official of the named insured;
- 3. Members of any governing body, agency, district, authority, committee, trustees, boards, commissions, or similar entity of the **named insured**, but only with respect to their duties as an official of the **named insured**; and
- 4. Your past and present **employees** or volunteers while acting within the course and scope of employment for you.

#### **EXCLUSIONS**

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

- 1. Any **claim** or **suit** arising from the rendering of or failure to render a professional opinion, treatment, consultation or service provided by an **insured**, for compensation, to anyone except the **named insured**.
- 2. Any **claim** or **suit** involving the costs of investigation, disciplinary or criminal proceedings against any individual **insured**.
- 3. Any claim or suit arising out of law enforcementactivities.
- 4. Any claim or suit arising out of the use of an automobile.
- 5. Any claim or suit arising out of sexual abuse.
- 6. Any claim or suit arising out of employee benefits programs.
- 7. Any claim or suit arising out of bodily injury, personal injury, or property damage.
- 8. Any **claim** or **suit** arising out of an **insured's** actual or alleged gaining personal profit or advantage to which they are not legally entitled, including compensation for employment which is in violation of any law of the United States, or any individual state.
- 9. Any **claim**, **suit**, demand or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief or injunctive relief. This exclusion does not apply to any **claim** made with the Equal Employment Opportunity Commission or similar federal, state or local agency that handles or adjudicates violations of **employment practices**.
- 10. Any penalty, fine or expense for which the **insured** becomes liable arising out of any complaint or enforcement action with any federal, state or local governmental regulatory agency.
- 11. Any **claim** or **suit** arising out of any legally levied taxes, assessments, fees or similar payments made to the **insured**.
- 12. As respects INSURING AGREEMENT 1. ERRORS and OMISSIONS LIABILITY COVERAGE only, any **claim** or **suit** from:
  - A. An employee of the insured arising out of and in the course of:
    - 1) Employment by the insured; or
    - 2) Performing duties to the conduct of the insured's operations; or
  - B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

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

#### LIMIT OF INSURANCE

Regardless of the number of insureds, premiums paid, claims made or persons involved in a claim or suit, the most we will pay for the total of all loss and claim expense resulting from any one wrongful act is the Limit of Insurance stated in the Common Policy Declarations.

- 2. The most we will pay for all **claims** made or **suits** brought during the **policy period** is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
- 3. If any **loss** is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such **loss** shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

#### SELF-INSURED RETENTION

- 1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
- 2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim** or series of related **claims** to which this insurance applies.

#### EXTENDED REPORTING PERIOD

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - A. This policy or coverage is cancelled or not renewed; or
  - B. We renew or replace this coverage with insurance that:
    - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
    - Does not apply to a wrongful act, violation of employment practices or sexual harassment on a Claims-Made basis.
- 2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for **wrongful acts**, violations of **employment practices** or **sexual harassment** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.
- 3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your claims experience for **wrongful acts**, violations of **employment practices** and **sexual** harassment;
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for claims first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

### SELF-INSURED PACKAGE POLICY

#### SEXUAL ABUSE LIABILITY COVERAGE PART

#### THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS. PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

#### INSURING AGREEMENTS

- We will indemnify you for those sums the named insured becomes legally obligated to pay as damages and claim expense because of bodily injury or personal injury to any person arising out of sexual abuse committed by any insured (as defined below) or more than one insured acting in concert.
- 2. We will indemnify the **legal defense costs** to an **employee**, volunteer, official or other person or persons you are legally obligated by contract to insure, but only if that person is proven innocent in a court of law for a covered act of **sexual abuse**.

The above insuring agreements apply only if:

- A. The act of **sexual abuse** did not take place before the Retroactive Date stated in the Common Policy Declarations, or after the end of the **policy period**; and
- B. A claim for damages arising out of an act of sexual abuse is first made against an insured during the policy period or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a claim will be deemed to have been first made when notice of such claim is received by any insured, by the insured's contracted Claims Administrator or by us, whichever comes first.
- C. Prior to inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of:
  - 1) The alleged act of sexual abuse;
  - 2) Any related (actual or alleged) act(s) of sexual abuse; or
  - 3) The potential for a claim arising out of the circumstances of the alleged act of sexual abuse.

All **claims** based on or arising out of an act of **sexual abuse** or a series of causally connected acts of **sexual abuse** by any **insured** or more than one **insured** acting in concert shall be considered one **claim** and shall be deemed to have taken place when the first act of **sexual abuse** is committed, regardless of:

- 1. The number of persons sexually abused;
- 2. The number of locations where the act of sexual abuse happened;
- 3. The number of acts of **sexual abuse** prior to or after the first **claim** is made; or
- 4. The period of time over which the acts of **sexual abuse** took place, whether the **sexual abuse** is during, before or after the **policy period**.

WHO IS AN INSURED

- 1. The named insured;
- 2. Your **employees**, volunteers and officials, but only with respect to their duties for the **named insured**; and
- 3. Any person or persons you are legally obligated by contract to provide sexual abuse insurance for.

#### **EXCLUSIONS**

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

- 1. Any **loss** which is covered under any General Liability, Law Enforcement Liability, or Errors and Omissions Coverage Part of this policy, whether or not a limit is stated in the Limits of Insurance Schedule of the Common Policy Declarations.
- 2. Any claim or suit for an act of sexual abuse that occurred prior to the Retroactive Date stated in the Common Policy Declarations.
- 3. Any claim or suit for property damage.
- 4. Any claim or suit arising out of the use of an automobile.
- 5. Bodily injury or personal injury to:
  - A. An employee of the insured arising out of and in the course of:
    - 1) Employment by the insured; or
    - 2) Performing the duties related to the conduct of the insured's business; or
  - B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

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

This exclusion does not apply if the **claim** or **suit** for **sexual abuse** is made by an **employee** and is not covered under Workers' Compensation or Employer's Liability Coverage.

- 6. Any **claim** or **suit** for injury which occurred after the **discovery** by any **insured** of any actual, attempted or pending alleged **sexual abuse** by the same perpetrator.
- 7. The indemnification of any individual **employee**, volunteer, official or other person or persons you are legally obligated by contract to insure for their individual liability for **bodily injury** due to an act of **sexual abuse**.
- 8. Any **claim**, **suit**, demand or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief, or injunctive relief.
- 9. Any claim or suit arising out of any prior or pending claims or suits, including any future claims or suits arising out of those prior or pending claims or suits.

LIMITS OF INSURANCE

- 1. The per claim Limit of Insurance stated in the Common Policy Declarations and the rules below fix the most we will pay for loss and claim expense regardless of the number of:
  - A. Insureds;
  - B. Related claims made or suits brought;
  - C. Persons or organizations making claims or bringing suits; or
  - D. Acts of sexual abuse.
- 2. The most we will pay for all **claims** made or **suits** brought during the **policy period** is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
- If any loss is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

#### SELF-INSURED RETENTION

- Our obligation to indemnify the named insured applies only when the amount of loss and claim expense exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per claim.
- 2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim**, because of all acts of **sexual abuse** to which this insurance applies.

#### EXTENDED REPORTING PERIOD

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - A. This policy or coverage is cancelled or not renewed; or
  - B. We renew or replace this coverage with insurance that:
    - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
    - 2) Does not apply to an act of **sexual abuse** on a Claims-Made basis.
- 2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for acts of **sexual abuse** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.
- 3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. The insured's claims experience for sexual abuse claims.
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

4.

#### DEFINITIONS

In addition to the Common Policy Definitions, the following definitions apply to this Coverage Part only.

- 1. **Discovery** means when any **insured** receives notice of an incident of **sexual abuse** or should have known about an incident of **sexual abuse**. This can include any of the following:
  - A. A lawsuit alleging sexual abuse;
  - B. A demand for money or services due to an act of sexual abuse;
  - C. Any allegation of an act of sexual abuse;
  - D. When an **employee**, volunteer, official, or other person or persons you are legally obligated by contract to insure has admitted to an act of **sexual abuse**.
- 2. Legal defense costs means the expenses incurred in the defense of an act of sexual abuse, or series of acts of sexual abuse. Legal defense costs do not include the salaries, expenses and administrative costs of the named insured or your contracted Claims Administrator.

## SELF-INSURED PACKAGE POLICY

#### EMPLOYEE BENEFITS LIABILITY COVERAGE PART

#### THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS. PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

#### INSURING AGREEMENT

We will indemnify you for all sums the **insured** becomes legally obligated to pay as damages and for **claim expense** due to any act, error or omission negligently committed in the **administration** of your **employee benefit program** by an **insured** (as defined below).

The above insuring agreement applies only if:

- The act, error or omission negligently committed in the administration of your employee benefit program did not take place before the Retroactive Date stated in the Common Policy Declarations or after the end of the policy period; and
- 2. A claim for damages, because of an act, error or omission-negligently committed in the administration of your employee benefit program is first made against an insured during the policy period or any Extended Reporting Period we provide for this coverage. For purposes of this coverage, a claim will be deemed to have been first made when notice of such claim is received by any insured, by the insured's contracted Claims Administrator or by us, whichever comes first.
- 3. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of the alleged act, error or omission, or of any related (actual or alleged) act, error or omission.

All **claims** based on or arising out of an act, error or omission, or a series of causally connected acts, errors or omissions, including damages claimed by an **employee** or an **employee's** dependents and beneficiaries, will be deemed to have taken place when the first of those **claims** is made against an **insured**.

#### WHO IS AN INSURED

- 1. You; and
- 2. Each of your **employees** who is or was authorized to administer your **employee benefit program**.

#### **EXCLUSIONS**

In addition to the Common Policy Exclusions, this insurance does not apply to:

1. Any **loss** which is covered under any General Liability, Law Enforcement Liability, or Errors and Omissions Liability Coverage Part of this policy, whether or not a limit is stated in the Limits of Insurance Schedule of the Common Policy Declarations.

2. Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any **insured**, including the willful or reckless violation of any statute.

- 3. Bodily injury, personal injury or property damage.
- 4. Any claim or suit arising out of the failure of performance of a contract by any insurer.
- 5. Any **claim** or **suit** arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
- 6. Any claim or suit based upon:
  - A. A failure of any investment to perform;
  - B. Errors in providing information on past performance of investment vehicles; or
  - C. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

- 7. Any **claim** or **suit** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- 8. Any **claim** or **suit** for which any **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- 9. Any **claim** or **suit** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
- 10. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- 11. Any claim or suit arising out of employment practices.
- 12. Any **claim**, **suit**, demand or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief or injunctive relief.
- 13. Any claim or suit arising out of any prior or pending claims or suits, including any future claims or suits arising out of those prior or pending claims or suits.

#### LIMITS OF INSURANCE

- 1. The **claim** Limit of Insurance stated in the Common Policy Declarations and the rules below fix the most we will pay for **loss** and **claim expense** regardless of the number of:
  - A. Insureds;
  - B. Related claims made or suits brought;
  - C. Persons or organizations making claims or bringing suits;
  - D. Acts, errors or omissions; or
  - E. Benefits included in your employee benefit program.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

 The most we will pay for all claims made or suits brought for all acts, errors or omissions to which this insurance applies during the policy period is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.

#### SELF-INSURED RETENTION

- 1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
- 2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim**, because of all acts, errors or omissions to which this insurance applies.

#### EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- A. This policy or coverage is cancelled or not renewed; or
- B. We renew or replace this coverage with insurance that:
  - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
  - 2) Does not apply to an act, error or omission on a Claims-Made basis.
- 2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for acts, errors or omissions that were first committed before the end of the **policy period** but not before the Retroactive Date, stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your claims experience for acts, errors or omissions in the administration of your employee benefits programs;
- B. The employee benefit programs insured;
- C. Previous types and amounts of insurance;
- D. Limits of Insurance available under this coverage for future payment of damages; and
- E. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the Annual Aggregate amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

#### DEFINITIONS

In addition to the Common Policy Definitions, the following definitions apply to this Coverage Part only:

- 1. Administration means:
  - A. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
  - B. Handling records in connection with the employee benefit program; or
  - C. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, administration does not include handling payroll deductions.

- 2. **Cafeteria plans** means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.
- 3. Claim means any demand, or suit, made by an employee or an employee's dependents and beneficiaries, for damages as the result of an act, error or omission in the administration of your employee benefit program.