



2018 - 2019

# **Alliant Property Insurance Program (APIP)**

Kevin J. Bibler, ARM Senior Vice President Teri Scholle, AIS,CPSR,CISR,AINS,CIC, CRM Vice President, Account Executive

Robert Schimke, ARM Assistant Account Manager

### ISSUE DATE (MM/DD/YY) **EVIDENCE OF PROPERTY INSURANCE** 07/01/18 THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY. PRODUCER ALLIANT INSURANCE SERVICES, INC. VARIOUS PER ATTACHED SCHEDULE 2180 HARVARD STREET, STE 460 SACRAMENTO, CA 95815 PH (916) 643-2700 / FAX (916) 643-2750 LICENSE NO. 0C36861 CODE SUB-CODE **POLICY NUMBER EVIDENCE NUMBER INSURED** ALLIANT PROPERTY INSURANCE PROGRAM (APIP) APIP1819 017471589/05 (Dec 02) CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT CONT. UNTIL EFFECTIVE DATE (MM/DD/YY) EXPIRATION DATE (MM/DD/YY) TERMINATED **AUTHORITY** 07/01/18 07/01/19 IF CHECKED 1750 CREEKSIDE OAKS DRIVE, SUITE 200 THIS REPLACES PRIOR EVIDENCE DATED: SACRAMENTO, CA 95833 PROPERTY INFORMATION LOCATION / DESCRIPTION PENDING RECEIPT OF COMPANY POLICY(IES), THIS DOCUMENTATION IS PROVIDED AS EVIDENCE OF PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR LOCATIONS ON FILE WITH ALLIANT INSURANCE SERVICES. **COVERAGE INFORMATION** COVERAGE / PERILS / FORMS / AMOUNT OF INSURANCE & DEDUCTIBLE "ALL RISK" OF DIRECT PHYSICAL LOSS OR DAMAGE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE PER PEPIP MANUSCRIPT POLICY FORM. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. LIMITS & DEDUCTIBLE ATTACHED FOR THE FOLLOWING: **PROPERTY** Χ COVERAGE **BOILER & MACHINERY** Χ **COVERAGE REMARKS (INCLUDING SPECIAL CONDITIONS) CANCELLATION** SEE ATTACHED ADDITIONAL INTEREST NAME AND ADDRESS **NATURE OF INTEREST** MORTGAGEE ADDITIONAL INSURED

LOSS PAYEE

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

(OTHER)

**EVIDENCE OF COVERAGE** 

**EVIDENCE OF COVERAGE** 

Form Letters3



## Alliant Property Insurance Program 2018-2019 Policy Year Schedule of Insurers (Binding)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; \$2,000,000,000 to greater (As of 08/30/17)	A+ (As of 08/16/16)	Non-Admitted
Aspen Insurance UK Limited	084806	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 12/15/17)	A (As of 01/26/18)	Non-Admitted
Chubb European Group Limited	086485	A++ , Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 07/14/17)	A+ (As of 04/26/18)	Non-Admitted
Evanston Insurance Co.	003759	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/20/17)	A (As of 07/27/17)	Non-Admitted
Hallmark Specialty Insurance Co.	010838	A-, Excellent; Financial Size Category 8; \$100,000,000 to \$250,000,000 (As of 08/02/17)	Not Rated (As of 06/21/18)	Non-Admitted
Homeland Insurance Company of New York	010604	A, Excellent; Financial Size Category 10; \$500,000,000 to \$750,000,000 (As of 02/23/18)	Not Rated (As of 06/21/18)	Non-Admitted
Illinois Union Insurance Company	003510	A++, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 05/16/18)	A (As of 05/02/17)	Non-Admitted
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 12; \$1,000,000,000 to \$1,250,000,000 (As of 11/21/17)	A- (As of 02/28/18)	Non-Admitted
Landmark American Insurance Co.	012619	A+, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000 (As of 09/29/17)	A+ (As of 04/18/18)	Non-Admitted



## Alliant Property Insurance Program 2018-2019 Policy Year Schedule of Insurers (Binding)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 06/20/18)	A+ (As of 06/06/17)	Non-Admitted
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/20/17)	A+ (As of 10/12/17)	Non-Admitted
Maxum Indemnity Company	012563	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/07/17)	Not Rated (As of 06/21/18)	Non-Admitted
PartnerRe Ireland Insurance Ltd.	088621	A, Excellent Financial Size Category 15; \$2,000,000,000 or Greater (As of 06/15/18)	A+ (As of 09/07/16)	Non-Admitted
QBE Specialty Insurance Company	012562	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 06/13/18)	A+ (As of 01/30/18)	Non-Admitted
Westchester Surplus Lines Insurance Company	004433	A++, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Westport Insurance Corporation	000347	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/07/17)	AA- (As of 10/28/11)	Admitted
XL Insurance America Inc.	002423	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 03/06/18)	A+ (As of 10/12/17)	Admitted



# ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

### PROPERTY EVIDENCE ATTACHMENT

TYPE OF INSURANCE: ☐ Insurance ☐ Reinsurance

NAMED INSURED: Central San Joaquin Valley Risk Management Authority

**DECLARATION:** 2-Cities 2

POLICY PERIOD: July 1, 2018 to July 1, 2019

**POLICY NUMBER:** 017471589/05 (Dec 02)

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED** 

**VALUES:** 

3,386,086,196 as of June 29, 2018

**COVERAGES & LIMITS:** 

\$ 1,000,000,000 Per Occurrence: all Perils, Coverages (subject to policy

exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-

limits as noted below.

\$ 11,579,429 \$693,578 for City of Huron- only Loc#30; \$1,161,207 for City of

Parlier- only Loc#27; \$9,724,644 for City of Sutter Creekexcluding Locs#7I, 7J, 7K,7L,7M,8; Not Covered for all other members. Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this

optional dedicated coverage).

\$ 4,797,890 \$1,161,207 for City of Parlier- only Loc#27; \$3,636,683 for City

of Sutter Creek- excluding Locs#7I,7J,7K,7L,7M,8; Not Covered for all other members. Per Occurrence and in the Annual Aggregate for all locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that

purchase this optional dedicated coverage.

Not Covered Earthquake Shock - Per Occurrence and in the Annual

Aggregate (for those Named Insured(s) that purchase this

optional dedicated coverage).

\$ 100,000,000 Combined Business Interruption, Rental Income and Tax

Revenue Interruption and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence for Business Interruption, Rental Income and Tuition Income combined, and \$5,000,000 per occurrence for Tax Revenue Interruption. Coverage for power generating plants is excluded, unless otherwise specified.

\$ 50,000,000 Extra Expense.



COVERAGES & LIMITS: (continued)	\$ 25,000,000	Miscellaneous Unnamed Locations for existing Named Insured's Excluding Earthquake coverage for Alaska and California Named Insureds. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	180 Days	Extended Period of Indemnity
	See Policy Provisions	\$25,000,000 Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	\$ 1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
	\$ 5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
	\$ 50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
	\$ 25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
	\$ 2,500,000	Money & Securities for named perils only as referenced within the policy.
	\$ 2,500,000	Unscheduled Fine Arts.
	\$ 250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.
	\$ 750,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).
	\$ 50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery)

Machinery).



COVERAGES & LIMITS: (continued)	\$ 25,000,000	Transit.
	\$ 2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$ 2,500,000	Unscheduled Watercraft up to 27 feet.
	Included	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$ 25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$ 5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc
	\$ 5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc
	\$ 3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	\$ 500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	\$ 1,000,000	Claims Preparation Expenses.
	\$ 50,000,000	Expediting Expenses.
	\$ 1,000,000	Personal Property Outside of the USA.
	Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
	\$ 500,000	Per Occurrence and Annual Aggregate per named insured for Communicable Disease subject to an APIP Program aggregate of \$10,000,000 for all declarations combined except Hospital declarations.
	\$ 100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.



\$ 100,000 Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

**VALUATION:** 

Repair or Replacement Cost

Actual Loss Sustained for Time Element Coverages

Contractor's Equipment/Vehicles either Replacement Cost or Actual Cash Value as declared by each member. If not declared, valuation will default to Actual Cash Value

### **EXCLUSIONS** (Including but not limited to):

- Seepage & Contamination unless otherwise provided by the Pollution Liability Coverage per the Summary attached
- Cost of Clean-up for Pollution unless otherwise provided by the Pollution Liability Coverage per the Summary attached
- Mold as more fully described in the Master Policy Wording or otherwise provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary.

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

### "ALL RISK" **DEDUCTIBLE:**

\$ 25,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

### **DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:**

- \$250,000 for City of Parlier & City of Sutter Creek: Not Covered for all other members. Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).
- \$ 100,000 for City of Huron, City of Parlier & City of Sutter Creek; Not Covered for all other members All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

- \$ 1,000 Per Occurrence for Specially Trained Animals.
- \$ 500,000 Per Occurrence for Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters).



\$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
\$ 10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
\$ 50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
\$ 10,000	except 50,000 for vehicles valued at 250,000 and above. Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
\$ \$	\$ 50,000 \$ 10,000 \$ 50,000 24 Hour 2.5%

Replacement Cost Vehicle Valuation Basis

\$ 25,000 Per Occurrence for Contractor's Equipment.

Replacement Cost Contactor's Equipment Valuation Basis

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.

\$ 100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000
	Annual Aggregate of Declarations 1-14, 18-22, 25-30 and 32-34
	combined as respects Property Damage, Business Interruption,
	Rental Income and Extra Expense Combined for Terrorism
	(Primary Layer).

\$ 25,000 Per Occurrence Deductible for Primary Terrorism.



\$ 600,000,000 Per Named Insured for Terrorism (Excess Layer) subject to;

\$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations

1-14, 18-21, 25-30 and 32-34 for Terrorism (Excess Layer)

subject to;

\$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in

Declarations 1-14, 18-21, 25-30 and 32-34, as respects Property

Damage, Business Interruption, Rental Income and Extra

Expense combined for Terrorism (Excess Layer).

\$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if

the Primary Terrorism Limit is exhausted).

Included Information Security & Privacy Insurance with Electronic Media

Liability Coverage. See attached Cyber Coverage Document for

applicable Limits. (Cyber Liability)

Included Pollution Liability Insurance Coverage. See attached Pollution

Liability Insurance Coverage Document for applicable limits and

deductibles.

**TERMS & CONDITIONS:** 

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is 30% Earned at Inception

Except Pollution Liability Premium is 100% Earned at Inception

**NOTICE OF** 

**CANCELLATION:** 90 days except 10 days for non-payment of premium

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

Kevin J. Bibler

Senior Vice President

Teri Scholle

Vice President, Account Executive

Robert Schimke

Assistant Account Manager

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.



# ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

### **BOILER & MACHINERY EVIDENCE ATTACHMENT**

NAMED INSURED: Central San Joaquin Valley Risk Management Authority

**DECLARATION:** 2-Cities 2

**POLICY PERIOD:** July 1, 2018 to July 1, 2019

**POLICY NUMBER:** 017471589/05 (Dec 02)

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED VALUES:** 3,386,086,196 as of June 29, 2018

COVERAGES & LIMITS: \$ 100,000,000 Boiler Explosion and Machinery Breakdown, (for those

Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following

sub-limits:

Included Jurisdictional and Inspections.

\$ 10,000,000 Per Occurrence for Service/Utility/Off Premises Power

Interruption.

Included Per Occurrence for Consequential Damage/Perishable

Goods/Spoilage.

\$ 10,000,000 Per Occurrence for Electronic Data Processing Media and

Data Restoration.

\$ 2,000,000 Per Occurrence, Per Named Insured and in the Annual

Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated

Earthquake Coverage.

\$ 10,000,000 Per Occurrence for Hazardous Substances/

Pollutants/Decontamination.

Included Per Occurrence for Machine or Apparatus used for

Research, Diagnosis, Medication, Surgical, Therapeutic,

Dental or Pathological Purposes.

NEWLY ACQUIRED LOCATIONS:

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at

newly acquired locations. Values greater than 25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to

binding



**VALUATION:** Repair or Replacement except Actual Loss sustained for all Time Element

coverages

**EXCLUSIONS** 

(Including but not limited to): • Testing

Explosion, except for steam or centrifugal explosion

Explosion of gas or unconsumed fuel from furnace of the boiler

**OBJECTS EXCLUDED:** 

(Including but not limited to): • Insulating or refractory material

Buried Vessels or Piping

**NOTICE OF** 

**CANCELLATION:** 90 days except 10 days for non-payment of premium

**DEDUCTIBLES:** \$ 5,000 Except as shown for Specific Objects or Perils.

\$ 5,000 Electronic Data Processing Media.

\$ 5,000 Consequential Damage.

\$ 5,000 Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000

square feet of heating surface.

\$ 50,000 Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over

10,000 square feet of heating surface.

\$ 100,000 Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over

25,000 square feet of heating surface.

\$ 250,000 Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over

75,000 square feet of heating surface.

\$ 350,000 Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over

250,000 square feet of heating surface.

10 per foot / \$2,500 Minimum Deep Water Wells.

24 Hours Business Interruption/Extra Expense Except as noted below.

30 Days Business Interruption - Revenue Bond.

24 Hour Waiting Period Utility Interruption.

5 x 100% of Daily Value Business Interruption - All objects over 750 hp or

10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value Business interruption - All Objects at Waste Water

Treatment Facilities and All Utilities.

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861

Kevin J. Bibler

Senior Vice President

Teri Scholle

Vice President, Account Executive

Robert Schimke

Assistant Account Manager

Coverage outlined in this Evidence Attachment is subject to the terms and conditions set forth in the policy. Please refer to policy for specific terms, conditions and exclusions.



# ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

### POLLUTION LIABILITY COVERAGE EVIDENCE

TYPE OF INSURANCE: ☐ Insurance ☐ Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: Alliant Property Insurance Program (APIP)

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint

Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per

Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2018 to July 1, 2019

**POLICY #:** G24544837 008

RETROACTIVE DATE: July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all

other insureds the retroactive date is the date of addition to the Program.

**COMPANY:** Illinois Union Insurance Company

A.M. BEST A++, Superior, Financial Category XV

**INSURANCE RATING:** (\$2 Billion or greater)

Effective October 5, 2017

**STANDARD & POORS** 

**RATING:** 

AA (Very Strong) as of June 14, 2018

ADMITTED STATUS: Non-Admitted in all states except Illinois

COVERAGE

**LOCATIONS:** Per the following SOVs submitted and on file with carrier:

- 1. PEPIP DEC 1 SOVs
- 2. PEPIP DEC 2 SOVs
- 3. PEPIP DEC 3 SOVs
- 4. PEPIP DEC 4 SOVs
- 5. PEPIP DEC 5 SOVs
- 6. PEPIP DEC 11 SOVs
- 7. PEPIP DEC 12 SOVs
- 8. PEPIP DEC 14 SOVs
- 9. PEPIP DEC 19 SOVs
- 10. PEPIP DEC 25 SOVs
- 11. PEPIP DEC 26 SOVs
- 12. PEPIP DEC 27 SOVs
- 13. PEPIP DEC 28 SOVs
- 14. PEPIP DEC 29 SOVs15. PEPIP DEC 30 SOVs
- 16. PEPIP DEC 32 SOVs (Excludes SPIP, except as endorsed)
- 17. PEPIP DEC 33 SOVs
- 18. PEPIP DEC 34 SOVs



COVERAGE LOCATIONS: CONTINUED

Covered locations include any location owned, operated, managed, leased or maintained by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes to or from a covered location that is not a pipe, provided that such pipes are located within a one thousand (1,000) foot radius of such covered location.

COVERAGES & LIMITS:

\$25,000,000	Policy Program Aggregate (all insureds combined)
\$ 2,000,000	Per Pollution Condition or Indoor Environmental
	Condition
\$ 2,000,000	Per Named Insured Aggregate
\$ 2,000,000	Per JPA / Pool Aggregate

### SUBLIMITS:

\$ 500,000	Per Bacteria / Virus Indoor Environmental Condition Insured
	Aggregate Sublimit*
\$ 250,000	Catastrophe Management Costs Sublimit*

<sup>\*</sup>Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

EXTENDED REPORTING PERIOD:

For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium

## SPECIFIC COVERAGE PROVISIONS:

#### **CLAIMS MADE AND REPORTED**

Coverage A – New Pollution Conditions or Indoor Environmental Conditions Coverage:

First-party and third-party coverage for claims arising out of a pollution condition on, at, under or migrating from a covered location, or an indoor environmental condition at a covered location, provided the claim is first made or the Insured first discovers such pollution condition or indoor environmental condition during the policy period.

### Coverage B – Transportation Coverage:

First–party and third-party coverage for claims arising out of a pollution condition resulting from transportation, provided the claim is first made or the Insured first discovers such pollution condition during the policy period.

### Coverage C – Non-Owned Disposal Site Coverage:

Third-party coverage for claims arising out of a pollution condition on, at, under or migrating from a non-owned disposal site, provided the claim is first made during the policy period.

Supplemental coverage for First-party and Third-party claims arising out of pollution conditions and indoor environmental conditions resulting from covered operations is included. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a "named insured" outside the physical boundaries of a "covered location".

Coverage for catastrophe management costs and emergency response costs (first-party remediation costs incurred within seven (7) days following the discovery of a pollution condition) included, provided that the costs are reported to the insurer within fourteen (14) days.



Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers Third-party claims arising out of product pollution, provided the claim is first made during the policy period. Coverage of lead contamination of potable water is excluded.

All Named Insureds scheduled on this policy have the same rights as the First Named Insured; this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.

SPECIFIC COVERAGE PROVISIONS (cont.):

Coverage for mid-term transactions for values that are less than \$25,000,000 shall automatically be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively.

Automatic Acquisition and Due Diligence – Property purchased in the amount of or in excess of \$25,000,000 need to be reported within 90 days, along with a Phase I Environmental Site Assessment, or two (2) years of property insurance loss runs or a completed, signed application.

Illicit Abandonment is included in the definition of pollution condition.

Mold, fungi and legionella pneumophila are included in the definition of a indoor environmental condition.

Defense Costs and Expenses are within Limits of Liability.

The insurance afforded by this Policy shall apply in excess of any other valid, collectible insurance, with the exception of policies specifically written to be in excess of this policy.

Underground Storage Tanks coverage included, with a self-insured retention of \$750,000. **Note: Does not meet financial assurance requirements.** 

Loss covered pursuant to a Federal, State, County or Municipality administered underground storage tank fund, or any functional equivalent to such fund, shall be considered primary insurance, to which the coverage afforded pursuant to this Policy shall only apply in excess. Under such primary insurance policy shall erode the \$750,000 per pollution condition self-insured retention. *This includes storage tank pollution liability insurance.* 

Blanket Coverage included for Non-Owned Disposal Sites. Includes Any properly permitted and licensed non-owned disposal sites that has not been identified by the United States EPA National Priorities List, CERCLIS list or any functional equivalent of those listings, and is not undergoing voluntary or regulatory required remediation at the time the waste was received for disposal.



EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint. This exclusion does not apply to Third-party claims for Bodily Injury, Property Damage or any associated legal defense expenses, nor to First-party Remediation Costs arising out of asbestos, asbestos-containing material, or lead-based paint discovered in soil or groundwater. Also does not apply to first-party remediation costs that first commenced during the policy period, do not arise out of or relate to any pollution conditions which existed prior to policy inception, are sudden, unintended and unexpected by the Insured and discovered within seven (7) days of commencement, as long as they are reported to the Insurer within twenty-one (21) days of discovery. This does not include coverage for asbestos or lead-based paint abatement, removal, or disposal resulting from the maintenance, renovation or physical improvement of a covered location.
- Contractual Liability Does not apply to environmental indemnity obligations, or to liability of others that would have attached to the Insured in the absence of a contract or agreement.
- Divested Property
- Employers Liability
- Criminal Fines and Criminal Penalties
- Fraud or Misrepresentation
- Sewage Backup based upon or arising out of the reverse flow of sewage through a sanitary lateral into any structure, including, but not limited to, 3<sup>rd</sup> party residences and commercial buildings. This exclusion does not apply to your insured locations.
- First Party Property Damage Does not apply to remediation costs, emergency response costs, business interruption costs or catastrophe management costs.
- Insured's Internal Expenses Does not apply to emergency response costs, along with any associated catastrophe management costs.
- Insured vs. Insured
- Intentional Non-Compliance
- Known Conditions
- Landfills, Recycling Facilities, or Oil and/or Gas Producing or Refining Facilities
- Ports Defined as a location on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.
- Airports Defined as a location whereby enplanement occurs and/or cargo is moved for a fee and the following operations are conducted: storage, transportation and dispensing of fuel and/or de-icing solutions.
- Material Change in Risk Does not apply to covered operations that are performed with respect to uses and operations that are within the capacity of a Public Entity.
- Professional Liability
- Regulatory Compliance Does not apply to any such non-compliance that occurs subsequent to release from a covered underground storage tank.



EXCLUSIONS (including but not limited to, cont.):

- Work Product
- Workers' Compensation
- Products Liability. Does not apply to a pollution condition that first commences during transportation, or to pollution conditions resulting from the use of potable, reclaimed or recycled water processed at any covered location that is also a potable water or wastewater treatment plant, if applicable. Also does not apply to coverage afforded for product pollution pursuant to the Products Pollution Coverage Endorsement attached to this policy. Lead contamination of potable water is not covered and is excluded.
- Lead Contaminated Water
- Property damage to any automobile, aircraft, watercraft, railcar or other conveyance utilized for transportation.
- War or Terrorism
- Any subsurface potable water, wastewater or storm water pipes leading to
  or exiting from a covered location, which is not a pipe, provided that such
  pipe sections are located beyond a one thousand (1,000) foot radius of such
  covered location.

### **RETENTION:**

\$100,000	Per Pollution Condition or Indoor Environmental Condition
	except for Mold or Sewage Backup
\$250,000	Per Pollution Condition or Indoor Environmental Condition -
	Mold
\$250,000	Per Pollution Condition or Indoor Environmental Condition -
	Sewage Backup
\$300,000	Per Named Insured Aggregate retention applicable to all
	Pollution Conditions or Indoor Environmental Conditions
	(except Mold or Sewage Backup)
\$ 50,000	` '
	Pollution Conditions or Indoor Environmental Conditions
	(except Mold or Sewage Backup)
\$750,000	
10 Days	Waiting Period for Business Income and Extra Expense
, -	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -

#### **CLAIMS REPORTING NOTICE**

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.



# LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Chubb Environmental Claims Manager

Chubb USA Claims P.O. Box 5103

Scranton, PA 18505-0510

(800) 951-4119 (Fax – First Notices Only) (866) 635-5687 (Fax – All Other Items)

First Notice Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com

2) Chubb Environmental Incident ALERT

Sign up at <a href="https://ace.spillcenter.net/">https://ace.spillcenter.net/</a>

24/7 incident reporting via phone, web or mobile device

App Available on Apple App Store, Google Play and Blackberry App World

3) Akbar Sharif

Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660 949-260-5088

415-403-1466 - fax asharif@alliant.com

NOTICE OF CANCELLATION:

90 days except 15 days for non-payment of premium

REINSTATEMENT PROVISIONS:

Not Provided.

POLLUTION LIABILITY

100% Earned Premium at Inception

OTHER SERVICES:

COST:

Value-Added Engineering Package:

- Mold Awareness Training
  - Chubb will offer a single Mold Awareness Training Presentation, provided by Chubb ESIS personnel, for little or no additional cost. Must be held at one central location or online.
- Due Diligence Program Overview
  - Chubb will provide up to 50 First Search Reports of government environmental databases for no additional charge
- Asbestos-Containing Materials (ACM)/Lead Based Paint (LBP) Plan
  - Chubb will assist the insured in the creation of a single ACM/LBP plan for a minimal additional cost
- Mold Operations & Maintenance (O&M) Plan
  - Chubb will assist the insured in the creation of a single Mold O&M plan for a minimal additional cost

BROKER: ALLIANT INSURANCE SERVICES, INC.

License No. 0C36861





## Environmental Incident ALERT<sup>SM</sup>

### Chubb Logistical Environmental Response Technology

Environmental releases can happen unexpectedly and at any moment. When these events occur companies are faced with the responsibility of cleanup and site remediation, not to mention the additional cost factors and regulatory implications that can be involved.

Environmental Incident ALERT<sup>SM</sup> is a complimentary program developed

to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.

#### Services

- · Incident Reporting
- · Contractor Referrals
- Response Coordination Assistance
- · Incident Documentation
- · Invoice Review
- · Customized Alerts
- · Contractor Registration
- · Subject Relevant E-Marketing communications

### **Key Highlights**

- 24/7 incident reporting via phone, web or mobile device
- Access to a database of over 3,500 response contractors that clients can independently engage for services
- Assistance with Federal/State/Local Regulatory reporting (through an Chubb vendor)
- Response coordination assistance (multilingual capabilities)
- Capability of establishing customized alerts via email and/or text message when the system is activated

- Complete data package delivered electronically
- Business Continuity minimize disruption to the clients' business and focus on returning to normal operations

#### **How to Access**

Details of the program, including access to where Chubb Environmental clients can complete their enrollment, is available online at https://ace.spillcenter.net

 Once enrollment is complete, clients can report an environmental incident either online, by telephone or mobile device via the Environmental Incident ALERT<sup>SM</sup> application available on iPhone, Android and certain Blackberry models.

Visit <a href="https://ace.spillcenter.net">https://ace.spillcenter.net</a> to learn more about Environmental Incident AI FRTSM

### Contact us

**Bob Winterburn** 

O 215.640.1451

E Robert.Winterburn@chubb.com

Steve Piatkowski

O 215.640.4890

E Steven.Piatkowski@chubb.com





## Chubb. Insured.<sup>sm</sup>

Environmental Incident ALERT<sup>SM</sup> is offered through Spill Center, a North American leader in environmental regulatory reporting and spill support that draws from a database of more than 3,500 environmental cleanup contractors throughout North America who are experienced and equipped to react to particular kinds of spills. Reporting a spill using Environmental Incident ALERT<sup>SM</sup> services offered through Spill Center is not an indication that coverage is available under your policy. Any communications in connection with your use of Environmental Incident ALERT<sup>SM</sup> services offered through Spill Center are not intended to alter, amend or provide interpretive commentary on any insurance policy contracts. Spill Center is not a subsidiary or affiliate of the Chubb Group. Chubb Group disclaims all liability, loss, damages and other costs that may arise out of your use of or reliance upon any spill reporting services, other services, communications and representations or warranties made by Spill Center or its affiliates.

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Insurance provided by Chubb American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. Chubb is the world's largest publicly traded property and casualty insurance group. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to adverse group of clients. Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

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# ALLIANT INSURANCE SERVICES, INC. ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

### CYBER LIABILITY EVIDENCE OF INSURANCE

TYPE OF COVERAGE: Information Security & Privacy Insurance with Electronic Media Liability Coverage

PROGRAM: Alliant Property Insurance Program (APIP) inclusive of

Public Entity Property Insurance Program (PEPIP), and

**Hospital All Risk Property Program (HARPP)** 

NAMED INSURED: Any member(s), entity(ies), agency(ies), organizations(s), enterprise(s) and/or

individuals(s) attached to each Declaration insured as per schedule on file with Insurer.

**DECLARATION:** Various Declarations as on file with Insurer

**POLICY PERIOD:** July 1, 2018 to July 1, 2019

**POLICY #:** PH1833938

TERRITORY: WORLD-WIDE

RETROACTIVE DATE: APIP/PEPIP

For new members – the retro active date will be the date of addition July 1, 2017 For existing members included on the July 1, 2017/18 policy July 1, 2016 For existing members included on the July 1, 2016/17 policy July 1, 2015 For existing members included on the July 1, 2015/16 policy July 1, 2014 For existing members included on the July 1, 2014/15 policy July 1, 2013 For existing members included on the July 1, 2013/14 policy July 1, 2012 For existing members included on the July 1, 2012/13 policy July 1, 2011 For existing members included on the July 1, 2011/12 policy July 1, 2010 For existing members included on the July 1, 2010/11 policy

<u>CSU</u>

July 1, 2008 California State University and CSU Auxiliary Organizations

**INSURER:** Lloyd's of London - Beazley Syndicate:

Syndicates 2623 - 623 - 100%

### **COVERAGES & LIMITS:**

Ai. \$ 25,000,000 Annual Policy and Program Aggregate Limit of Liability

(subject to policy exclusions) for all Insured's/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following sub-

limits as noted.



	Aii.	\$	2,000,000	Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of a JPA will have a \$2,000,000 Limit Each (Aggregate for all coverages combined, including Claim Expenses) but sublimited to:
BREACH RESPONSE				
Breach Response Costs:		\$	500,000	Annual Policy Aggregate Limit of Liability for each Insured/Member Privacy Notification Costs coverage. (Limit is increased to \$1,000,000 if Beazley Vendor Services are used)
		<b>Breach</b> Beazley	<b>Response</b> Vendor Sei	above \$500,000,000 have the option to increase the limit to \$1,000,000 (Limit is increased to \$2,000,000 if rvices are used) with an additional premium of 10% of cyber premium.
FIRST PARTY LOSS				
Business Interruption Loss:		\$	2,000,000	Member Aggregate Limit of Liability for each Insured/Member resulting from Security Breach
		\$	250,000	Member Aggregate Limit of Liability for each Insured/Member resulting from System Failure
Dependent Business Loss:		\$	750,000	Member Aggregate Limit of Liability for each Insured/Member resulting from Dependent Security Breach
Cyber Extortion Loss:		\$	2,000,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member <b>Cyber Extortion Loss</b>
Data Recovery Costs:		\$	2,000,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member <b>Data Protection Loss</b>
LIABILITY				
Data & Network Liability:		\$	2,000,000	Annual Policy Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Network Liability
Regulatory Defense & Penalties:		\$	2,000,000	Annual Policy Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Regulatory Defense & Penalties
Payment Card Liabilities & Costs:		\$	2,000,000	Annual Policy Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Payment Card Liabilities & Costs
Media Liability:		\$	2,000,000	Annual Policy Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Website Media Content Liability



ECRIME				
Fraudulent Instruction:	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Fraudulent Instruction</b> .	
Funds Transfer Fraud:	\$	50,000	Member Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Funds Transfer Fraud	
Telephone Fraud:	\$	50,000	Member Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Telecommunications Fraud	
CRIMINAL REWARD				
Criminal Reward:	\$	25,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Criminal Reward.</b>	
COVERAGE ENDORSEMENT(S)				
Consequential Reputational Loss:	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Consequential Reputational Loss.</b>	
RETENTION:	\$ \$	50,000	CSU Auxiliary Organizations only Per Occurrence for each Insured/Member with TIV up to \$500,000,000 at the time of loss Hour waiting period for first party claims	
	\$		Per Occurrence for each Insured/Member with TIV greater than \$500,000,000 at time of loss	
	For JPA/Pool member's TIV	members,	Hour waiting period for first party claims the retention level is determined based on the individual JPA/Pool	
			low \$250,000,000 have the option to buy-down the retention 0 with an additional premium of \$5,000 per entity.	
NOTICE:	Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.			
EXTENDED REPORTING PERIOD:	For First Na premium will		red - To be determined at the time of election (additional	



## SPECIFIC COVERAGE A. PROVISIONS:

**Breach Response** indemnifies the Insured Organization for Breach Response Costs incurred by the Insured Organization because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

**B. First Party Loss** indemnifies the Insured Organization for:

Business Interruption Loss indemnifies the Insured Organization sustains as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured Organization sustains as a result of a Dependent Security Breach or a Dependent System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured Organization incurs as a result of an Extortion Threat first made against the Insured Organization during the Policy Period.

Data Recovery Costs indemnifies the Insured Organization incurs as a direct result of a Security Breach that the Insured first discovers during the Policy Period.

### C. Liability

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured Organization for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

*Media Liability* pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

- **D. eCrime** indemnifies the Insured Organization for any direct financial loss sustained resulting from:
  - Fraudulent Instruction
  - Funds Transfer Fraud
  - Telephone Fraud

That the Insured first discovers during the Policy Period.



SPECIFIC COVERAGE E. PROVISIONS: (Continued)

**Criminal Reward** indemnifies the Insured Organization for Criminal Reward Funds.

EXCLUSIONS: (Including but not limited to) Coverage does not apply to any claim or loss from

- Bodily Injury or Property Damage
- Any employer-employee relations, policies, practices
- Contractual Liability or Obligation
- Any actual or alleged act, error or omission or breach of duty by any director, officer, manager if claim is brought by principals, officers, directors, stockholders and the like
- Anti-Trust violations
- Unfair trade practices
- Unlawful collection or acquisition of Personally Identifiable Non-Public Information
- Distribution of unsolicited e-mails, facsimile, audio or video recording
- Prior knowledge or previously reported incidents
- Incidents occurring prior to retroactive date/continuity date
- Any act, error, omission, of computer security if occurred prior to policy inception
- Collusion
- Securities Act Violations
- Fair Labor Act Violations
- Discrimination
- Intentional Acts with regard to Privacy and Security Breach
- Infringement Patent and Copyright
- Federal Trade Commission and related state, federal, local and foreign governmental activities
- Insured vs. Insured
- Money/Securities/Funds Transfer
- Broadcasting, Publications and Advertising
- War and Terrorism
- Nuclear Incident
- Radioactive Contamination
- First Party Loss with respects to Business Interruption as a result of System Failure only

### NOTICE OF CLAIM:

- IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- Claim notification under this policy is to:

**Beazley Group** 

Attn: TMB Claims Group 1270 Avenue of the Americas

New York, NY 10020 tmbclaims@beazley.com

**NOTICE OF** 

**CANCELLATION:** 10 days for non-payment of premium

REINSTATEMENT

**PROVISIONS:** Optional reinstatement at 125% of the annual premium



CYBER COST: Cost is included in Total Property Premium

30% Earned Premium at Inception

OTHER SERVICES Unlimited Access to Beazley Breach Solutions

**BROKER:** ALLIANT INSURANCE SERVICES, HOUSTON, LLC

License No. 0C36861

NOTES: Coverage outlined in this Evidence are subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions.



### NAMED INSURED SCHEDULE As of 06/29/2018

### THE NAMED INSURED IS:

Central San Joaquin Valley Risk Management Authority 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

### NAMED INSURED MEMBER(S):

Central San Joaquin Valley Risk Management
Authority (CSJVRMA) and all
associated, affiliated and/or subsidiary
member agencies, corporations, firms,
individuals or legal representatives as
are now or as may hereafter be
constituted, or any nominee thereof
including, but not limited to the
following cities/entities:

Angels, City of

Arvin, City of

Arvin Public Financing Authority

Successor Agency for City of Arvin Redevelopment Agency

Atwater, City of

Successor Agency to Atwater Redevelopment Agency

Avenal, City of

Successor Agency for the City of Avenal Redevelopment Agency

Ceres, City of

Successor Agency to the Ceres Redevelopment Agency

Successor Agency to the Stanislaus-Ceres Redevelopment Commission

Chowchilla, City of

Chowchilla Public Finance Authority

Successor Agency to the Chowchilla Redevelopment Agency

Clovis, City of

Clovis Community Development Agency

Corcoran, City of

Corcoran Joint Powers Public Finance Authority

Successor Agency for the Corcoran Redevelopment Agency

Delano, City of

The Successor Agency to the Former City of Delano Community Redevelopment Agency

Dinuba, City of

Dos Palos, City of

Exeter, City of

Successor Agency for the City of Exeter Redevelopment Agency

Farmersville, City of

Successor Agency for the Farmersville Redevelopment Agency

Firebaugh, City of

Successor Agency for the Firebaugh Redevelopment Agency



### NAMED INSURED SCHEDULE As of 06/29/2018

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Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

Fowler, City of

Fowler Public Financing Authority

Gustine, City of

Successor Agency for the Gustine Redevelopment Agency

Hughson, City of

**Hughson Public Finance Authority** 

Successor Agency to the Redevelopment Agency

Huron, City of

Kerman, City of

Kerman Public Finance Authority

Kerman Successor Agency

Kingsburg, City of

Kingsburg Industrial Development Authority

Kingsburg Public Finance Authority

Lathrop, City of

Lemoore, City of

Lemoore Housing Authority

Lemoore Public Financing Authority

Successor Agency to the former Lemoore Redevelopment Agency

Lindsay, City of

Lindsay Public Financing Authority

Lindsay Successor Agency for former Redevelopment Agency Livingston, City of

Successor Agency to the former Livingston Redevelopment Agency

Los Banos, City of

Madera, City of

Madera Public Finance Authority

Successor Agency to the former Madera Redevelopment Agency

Successor Housing Agency to the former Madera Redevelopment Agency

Maricopa, City of

McFarland, City of

McFarland Improvement Authority

McFarland Parking Authority

McFarland Public Finance Authority

McFarland Redevelopment Successor Agency

Mendota, City of

Newman, City of

Oakdale, City of

Parlier, City of

Successor Agency to the City of Parlier Redevelopment Agency

Patterson, City of

Patterson Financing Authority

West Patterson Financing Authority



### NAMED INSURED SCHEDULE As of 06/29/2018

### THE NAMED INSURED IS:

Central San Joaquin Valley Risk Management Authority 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
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Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

Porterville, City of

Porterville Housing Authority

Porterville Public Financing Authority

Porterville Public Improvement Corporation

Successor Agency to the Porterville Redevelopment Agency

Reedley, City of

Reedley Housing Authority

Reedley Public Financing Authority

Successor Agency to the City of Reedley Redevelopment Agency

Ripon, City of

Riverbank, City of

Riverbank Public Finance Authority

San Joaquin, City of

Central California Public Financing Authority

San Joaquin Economic Development Corp.

Successor Agency to the City of San Joaquin Redevelopment Agency

Sanger, City of

Sanger Financing Authority

Sanger Housing Authority

Sanger Public Financing Authority

Successor Agency to the Sanger Redevelopment Agency Selma, City of

Selma Community Enhancement Corporation

Selma Public Financing Authority

Successor Agency to dissolved Selma Redevelopment Agency

Shafter, City of

City Charitable Purposes Foundation

Shafter Civic Improvement Corporation

Shafter Joint Powers Finance Authority

Successor Agency to the former Shafter Community Development Agency

Sonora, City of

Sonora Public Financing Authority

Successor Agency to the Redevelopment Agency of the City of Sonora

Sutter Creek, City of

Taft, City of

Taft Public Financing Authority

Taft Public Improvement Corporation

Taft Successor Agency

Tehachapi, City of

Successor Agency to the Tehachapi Redevelopment Agency

Tehachapi City Financing Corporation

Tehachapi Public Financing Authority



### NAMED INSURED SCHEDULE As of 06/29/2018

#### THE NAMED INSURED IS:

Central San Joaquin Valley Risk Management Authority 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833

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- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

Tracy, City of

Tracy Operating Partnership Joint Powers
Authority

Tulare, City of

Tulare Public Financing Authority

Wasco, City of

Successor Agency to the former Redevelopment Agency

Wasco Public Finance Authority

Waterford, City of

Successor Agency to the former Redevelopment Agency

Waterford Public Financing Authority

Woodlake, City of

**Economic Development Committee** 

Oversight Board of the Successor Agency of the Redevelopment Agency

Woodlake Financing Authority

TIVSEP.FRX

iblic Entity Property Insurance Program - California

**SUMMARY OF VALUES AS OF JUNE 8, 2018** 

Page

Filter: Selected records

			Pul
Trended Values			
Not Trended			
MEMBER	REAL PROPERTY	PERSONAL PROPERTY	ВІ
CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY			
CITY OF ANGELS	\$25,067,052	\$5,749,765	
CITY OF ARVIN	\$17,712,902	\$8,461,487	
CITY OF ATWATER	\$80,311,540	\$3,250,518	
CITY OF AVENAL	\$37,154,750	\$8,477,720	
CITY OF CERES	\$52,874,583	\$12,120,427	

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Trended Values

Not Trended

Public Entity Property Insurance Program - California

SUMMARY OF VALUES AS OF JUNE 8, 2018

Page 2

Filter: Selected records

MEMBER	REAL PROPERTY	PERSONAL PROPERTY	BI / RENTS	VEHICLES	MOBILE EQUIPMENT	FINE ARTS	TAX INTERRUPTION	TOTAL VALUES	EARTHQUAKE	FLOOD
CITY OF MCFARLAND	\$9,464,667	\$5,639,174	\$755,253	\$1,655,011	\$150,807	\$12,815		\$17,677,727	\$0	\$0
CITY OF MENDOTA	\$19,813,895	\$4,902,482	\$0	\$1,392,843	\$1,063,983	\$0	\$0	\$27,173,203	\$0	\$0
CITY OF NEWMAN	\$12,774,720	\$3,082,230	\$1,096,200	\$1,529,000	\$225,299	\$0	\$0	\$18,707,449	\$0	\$0
CITY OF OAKDALE	\$63,124,157	\$4,866,375	\$0	\$2,409,956	\$623,416	\$0	\$0	\$71,023,904	\$0	\$0
CITY OF PARLIER	\$24,554,954	\$3,994,241	\$961,203	\$812,766	\$166,500	\$0	\$0	\$30,489,664	\$0	\$1,161,207
CITY OF PATTERSON	\$69,781,374	\$7,616,349	\$619,441	\$5,653,449	\$10,346,271	\$0	\$0	\$94,016,884	\$0	\$0
CITY OF PORTERVILLE	\$183,449,186	\$53,522,216	\$3,453,008	\$11,952,825	\$19,479,016	\$0	\$0	\$271,856,251	\$0	\$0
CITY OF REEDLEY	\$78,644,465	\$24,117,781	\$0	\$9,602,551	\$298,831	\$117,200	\$0	\$112,780,828	\$0	\$0
CITY OF RIPON	\$53,777,811	\$5,306,989	\$0	\$7,498,469	\$180,000	\$0	\$0	\$66,763,269	\$0	\$0
CITY OF RIVERBANK	\$25,877,546	\$4,457,269	\$20,000	\$1,269,610	\$4,835,273	\$0	\$0	\$36,459,698	\$0	\$0
CITY OF SANGER	\$31,965,087	\$7,713,185	\$2,662,813	\$4,490,908	\$1,729,022	\$0	\$0	\$48,561,015	\$0	\$0
CITY OF SAN JOAQUIN	\$10,643,754	\$1,786,334	\$0	\$326,492	\$428,409	\$0	\$0	\$13,184,989	\$0	\$0
CITY OF SELMA	\$19,400,234	\$4,940,922	\$338,244	\$4,835,239	\$845,459	\$272,132	\$0	\$30,632,230	\$0	\$0
CITY OF SHAFTER	\$46,649,856	\$4,251,021	\$3,792,080	\$4,834,259	\$4,297,669	\$0	\$0	\$63,824,885	\$0	\$0
CITY OF SONORA	\$11,242,391	\$1,861,818	\$0	\$2,950,000	\$508,600	\$0	\$0	\$16,562,809	\$0	\$0
CITY OF SUTTER CREEK	\$8,080,466	\$2,578,273	\$13,000	\$270,732	\$207,500	\$0	\$0	\$11,149,971	\$0	\$9,724,644
CITY OF TAFT	\$37,246,092	\$6,151,597	\$4,816,000	\$2,594,504	\$374,000	\$1,000,000	\$0	\$52,182,193	\$0	\$0
CITY OF TEHACHAPI	\$27,331,640	\$7,206,908	\$0	\$1,589,486	\$1,275,280	\$0	\$0	\$37,403,314	\$0	\$0
CITY OF TRACY	\$173,052,779	\$51,959,075	\$4,343,250	\$19,082,112	\$2,891,426	\$0	\$0	\$251,328,642	\$0	\$0
CITY OF TULARE	\$281,836,729	\$31,990,846	\$5,528,908	\$22,961,809	\$1,840,000	\$0	\$0	\$344,158,292	\$0	\$0
CITY OF WASCO	\$32,166,550	\$6,555,041	\$0	\$4,651,441	\$1,080,425	\$0	\$0	\$44,453,457	\$0	\$0
CITY OF WATERFORD	\$18,735,321	\$1,919,946	\$0	\$818,100	\$8,582,747	\$0	\$0 *	\$30,056,114	\$0	\$0
						* Value	includes COC of	\$1,917,045		
CITY OF WOODLAKE	\$31,454,293	\$20,394,114	\$3,600	\$731,437	\$1,200,443	\$0	\$0 *	\$53,783,887	\$0	\$0
						* Value	includes COC of	\$3,606,059		
CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY TOTALS:	\$2,538,525,221	\$452,692,686	\$58,931,017	\$241,826,690	\$91,149,885	* Tota \$2,960,697	includes COC of	\$5,523,104 \$3,386,086,196	\$0	\$11,579,429
GRAND TOTALS:	\$2,538,525,221	\$452,692,686	\$58,931,017	\$241,826,690	\$91,149,885	\$2,960,697 * Tota	\$0 Il includes COC of	\$3,386,086,196 \$5,523,104	\$0	\$11,579,429



### INVOICE

### Alliant Insurance Services Inc. 2180 Harvard Street, Ste 460 Sacramento, CA 95815

NAMED INSURED:	INVOICE DATE:	June 8, 2018
Central San Joaquin Valley Risk	<b>CUSTOMER NUMBER:</b>	CENTSAN-02
Management Authority	EFFECTIVE DATE:	July 1, 2018

	ALL RI	SK PROPERTY SUBTOTAL	\$ 3,553,025.90
		Total Property Premium: ABS Fee: Estimated SLT&F's Broker Fee:	\$ 3,265,944.00 \$ 71,291.00 \$ 105,540.90 \$ 110,250.00
POLICY NUMBER:			
INSURANCE CO:	Various	INVOICE NUMBER: 104816	

INSURANCE CO: POLICY NUMBER:	Various PBOILER1819	INVOICE NUMBER: 204816	38	
	\$ 32,209.00			

TOTAL DUE AT THIS TIME	\$ 3,585,234.90

Total Due includes Premiums, Taxes and Fees where applicable. The Cyber Enhancement premium, should you have elected to purchase this coverage, is not included as part of this invoice.

Please return a copy of the invoice with your payment. Premiums are due and payable upon receipt of this invoice but no later than July 20, 2018. If payment is not received by the due date, policies may be subject to cancellation.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at <a href="www.alliant.com">www.alliant.com</a>. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.



# Important Notice of Remittance Payment Address Change

We have implemented lockbox deposit services with our Bank. Please use this new address to avoid delays in processing your payments.

Effective Immediately, please mail all future checks along with your remittance detail invoice to the following:

### **Standard Mail Remittance Address:**

Alliant Insurance Services, Inc. – NPB Main P.O. Box 8473 Pasadena, Ca 91109-8473

### **Overnight/Courier Remittance Address:**

Alliant Insurance Services, Inc. – Lockbox # 8473 – NPB Main Comerica Bank 5th Floor 2321 Rosecrans Avenue El Segundo, CA 90245



06/29/2018

Central San Joaquin Valley Risk Management Authority

1750 Creekside Oaks Drive, Suite 200 Sacramento CA 95833

In addition to the agreed-to fees that Alliant will receive on this placement, Alliant Underwriting Services will also receive additional compensation from the carrier for providing <u>Underwriting services</u> up to 16.9%. A fee of \$71,291.00 has been included on your invoice for Loss Control, Engineering and Appraisal services provided by Alliant Business Services.

Alliant Underwriting Services and Alliant Business Services are internal operating groups of Alliant Insurance Services, Inc.

Alliant has no ownership interest in any of the carriers or any other intermediaries (if any) that were a part of this placement.

Upon written request, Alliant will further disclose all quotes and indications sought and received by Alliant in connection with your insurance placement, and the terms, including any Alliant interest in or contractual agreement with any of the prospective insurers, of all compensation to be received by Alliant.

For additional information please send a written request to:

Alliant Insurance Services, Inc. 701 B. Street, 6th Floor San Diego, California 92101-8156 Attention: General Counsel

# Alliant FACT SHIEFT

### RETAIL BROKERAGE vs. WHOLESALE & SERVICE OPERATIONS

Many insurance brokerage firms, including Alliant Insurance Services, Inc., have affiliate and/or subsidiary companies that perform services associated with the risk management and insurance procurement process. Alliant has numerous and varied client relationships that may involve any combination of Retail Brokerage, Wholesale Brokerage and other Loss Control or Risk Management Consulting work. In addition, Alliant's affiliates, such as Alliant Business Services (ABS), can provide clients with other services not necessarily directly related to the risk management or insurance procurement process such as Human Resources Consulting and/or Appraisal Services.

Normally when acting as clients' "Retail Broker" Alliant will collect a commission as compensation, or may have a *Fee for Service* compensation plan. Typically Alliant will then have a written Agreement with clients, and that document includes full disclosure concerning compensation including wording similar to the following:

In addition to the commissions that Broker receives, Alliant Underwriting Services (AUS), a division of a related entity, may receive compensation from Broker and/or the carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, the related entities of Alliant Business Services (ABS) may receive compensation from Broker and/or the carrier for providing designated, value-added services. Services contracted for by the Client directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Broker and/or the carrier.

This contract language is in addition to the standard disclosure wording contained in Alliant proposals. At the bottom of this *Fact Sheet* we have attached what we include on our Standard Proposals. (Additional disclosure wording is also included on Alliant invoices.) Full disclosure is a key component of client communication concerning compensation.

The **Retail Broker** activities, and Alliant's other services involved in Wholesale Brokering are distinctly separate. Our Retail Brokers and staff act as *advocates for the client* and are involved in the day-to-day delivery of services spelled out in our "Scope of Services." Such services include negotiating terms and conditions of coverage, issuance of certificates, tailoring coverages to meet specific needs, and assuring that all lines of coverages are properly provided to protect clients' assets.

Wholesale Broker activities are provided through Alliant Underwriting Services (AUS). These include administration of programs that Alliant companies manage and/or underwrite, and involve separate functions from Retail Brokerage service. Alliant Insurance Services, Inc. has other operations including, AUS and ABS, which provide non-retail brokerage services. The inclusion of these Wholesale Broker activities into a program has additional advantages that accrue to clients, primarily in the realm of cost savings, as needed services can generally be provided less expensively by a wholesale outfit than by a traditional insurer. This is especially the case when a program is large or complex.

As in any business, the cost of services will vary year by year based on program size, underwriting authority, and other factors. AUS receives compensation from carriers for which it provides underwriting and program administration services. There are numerous services involved in this Wholesale Broker function, including:

## Alliant FACT SHIEFT

- Underwriting new and renewal business for the primary/excess markets
- PML Analysis
- Claims Analysis
- Program Management
- Program Administration/Information Technology associated with program management.

AS JUST ONE EXAMPLE, the Public Entity Property Insurance Program (PEPIP) - formed in 1993 to meet the unique property insurance needs of public entities – has grown from 65 members in one State to over 6,000 members in 45 States. This growth has fueled insurance cost savings for all members.

#### To achieve Program results, AUS annually:

- **Underwrites** over 6,000 renewal applications,
- **Reviews** Statement of Values and associated COPE (Construction, Occupancy, Protection & Exposure) information for over 185,000 PEPIP property locations,
- Allocates premium between 25 separate insurance markets,
- **Establishes** renewal pricing parameters in accordance with the underwriting/rating standards provided by the program markets, and
- Performs *Program Accounting* including individual member pricing billing, collections, and remittance to program markets.

#### Additional **ABS** services available to Program members include:

- Loss Control Services (no specific budget and can be tailored to individual clients).
- **Appraisals** (Buildings over \$5M appraised every 3-5 years. We currently do every 3 years, but we are evaluating doing every 5 years at renewal).
- **Infrared Testing** (again tailored to the client but not an unlimited number of days).
- **Business Interruption Consulting** (assistance by Forensic Accountant in determining Business Interruption values).
- **PEPIP Solution Center** (24 hr. hotline to address Property Loss Control questions).
- **Webinars** (8-10 web based training sessions per year on Property related topics).

Alliant Insurance Services, Inc., our Retail Brokers and colleagues all strive to provide the high level of service expected from our clients at a competitive level of compensation that should be clearly understood and documented.

Commissions are customarily paid by the insurance carriers to their agents and to brokers as a percentage of premiums. In addition to the commissions that Alliant receives, Alliant Underwriting Services. ("AUS"), a division of a related entity may receive compensation from Alliant and/or the carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, Alliant Business Services ("ABS") and/or Strategic HR may receive compensation from Alliant and/or the carrier for providing designated, value-added services. Services contracted for by the client directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Alliant and/or the carrier. Further information is available upon written request directed to: Alliant Insurance Services, Attention: General Counsel, 701 B Street, San Diego, CA 92101.

#### **NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
- THE INSURER SHOULD BE LICENSED EITHER AS 4. FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT INSURER IS LICENSED AS A FOREIGN OR **NON-UNITED** STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

- 1. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
- 2. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.



# ALLIANT PROPERTY INSURANCE PROGRAM SUMMARY OF BOUND CHANGES

#### THE FOLLOWING ITEMS ARE CHANGES FOR THE 2018-2019 POLICY TERM

Coverage	2017-2018	2018-2019 Proposed Changes
	\$2,000,000	\$750,000
Unscheduled Infrastructure sub- limit	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).
Terrorism Policies	Endorsement NMA 2914 Electronic Data included as part of policies	Endorsement NMA 2914 Electronic Data deleted from policies
Pollution Conditions / Indoor Environmental Conditions Self- Insured Retention	\$75,000 Retention per Pollution Condition / Indoor Environmental Condition (not involving Mold)	\$100,000 Retention per Pollution Condition / Indoor Environmental Condition (not involving Mold or Sewage Backup)
	\$225,000 Aggregate Retention for all Pollution Conditions / Indoor Environmental Condition (not involving Mold)	\$300,000 Aggregate Retention for all Pollution Conditions / Indoor Environmental Condition (not involving Mold or Sewage Backup)
	\$37,500 Maintenance Retention per Pollution Condition / Indoor Environmental Condition once the aggregate retention is exhausted (not involving Mold)	\$50,000 Maintenance Retention per Pollution Condition / Indoor Environmental Condition once the aggregate retention is exhausted (not involving Mold or Sewage Backup)
Pollution Mold Self-Insured Retention (SIR)	\$250,000 Retention per Indoor Environmental Condition involving Mold	\$250,000 Retention per Indoor Environmental Condition involving Mold – does not aggregate
Pollution Sewage Backup Self-Insured Retention (SIR)	Not Applicable	\$250,000 Retention per Pollution Condition / Indoor Environmental Condition involving Sewage Backup – does not aggregate
Cyber Policy Form	Information Security & Privacy (Beazley InfoSec)	Information Security & Privacy (Beazley InfoSec-2018)



# ALLIANT PROPERTY INSURANCE PROGRAM SUMMARY OF BOUND CHANGES

#### THE FOLLOWING ITEMS ARE CHANGES FOR THE 2018-2019 POLICY TERM

Coverage	2017-2018	2018-2019 Proposed Changes
Cyber FIRST PARTY LOSS: Business Interruption Loss resulting from System Failure:	Not Covered	\$250,000
Cyber Dependent Business Interruption Loss:	\$500,000	\$750,000
Cyber Forensic Expense:	\$100,000	\$2,000,000
Cyber PCI:	\$100,000	\$2,000,000
Cyber Funds Transfer Fraud:	Not Covered	\$50,000
Cyber Criminal Reward:	Not Covered	\$25,000
Cyber Public relations consultancy costs:	\$50,000 Cap	No Cap

#### **Master Policy Form Wording Changes**

Coverage	2017-2018	2018-2019 Proposed
Policy Term	July 1, 2017 to July 1,2018	July 1, 2018 to July 1,2019
Section I, G. 6.	Library Book table	Updated library book values per US inflation calculator and updated list to Alliant Ins. Services, Inc. Programs' format.



#### Disclosures / Disclaimers

This evidence of insurance is provided as a matter of convenience and information only. All information included in this evidence, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by your organization. This evidence does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this evidence is also expressly conditioned on there being no material change in the risk between the date of this evidence and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this evidence, whether or not this offer has already been accepted.

This evidence is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this evidence of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at <a href="https://www.alliant.com">www.alliant.com</a>. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this <u>AmBest Consumer Web link</u>. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

#### NY Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including



the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

#### Other Disclosures / Disclaimers Cont.

#### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

#### NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

#### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

#### Loss Notification Requirements:

Date Issued: 06/29/2018

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.



#### LOSS NOTIFICATION REQUIREMENT

#### **ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

 During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA Diana L. Walizada, AIC, CPIW, RPA, AINS

Senior Vice President, Regional Claims Director Vice President, Claims Unit Manager

Voice: (415) 403-1445 Cell: (415) 518-8490 Voice: (415) 403-1453

Email: <a href="mailto:dwalizada@alliant.com">dwalizada@alliant.com</a>

Address: Alliant Insurance Services, Inc.

100 Pine St, 11<sup>th</sup> Floor San Francisco CA 94111

Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig

McLaren's Global Claims Services

Address: 1301 Dove St., Suite 200 Newport Beach, CA 92660

Voice: (949) 757-1413 Fax: (949) 757-1692

Email: sandra.doig@mclarens.com

III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beth Diamond Beazley Group

Address: 1270 Avenue of the America's, Suite 1200

New York, NY 10020 Fax: (546) 378-4039

Email: tmbclaims@beazley.com

Elaine G. Tizon, CISR

Assistant Vice President, Claims Advocate

Address: 100 Pine Street, 11<sup>th</sup> Floor

San Francisco, CA 94111-5101

Voice: (415) 403-1458 Fax: (415) 403-1466

Email: elaine.tizon@alliant.com

IV. Pollution Liability Carrier ACE Environmental, Risk Claims Manager (if purchased):

ACE USA Claims

Address: PO Box 5103

Scranton, PA 18505-0510

Environmental Emergency: (888) 310-9553

Fax: (800) 951-4119

Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com

Akbar Sharif Claims Advocate

Address: 1301 Dove St. Ste. 200

Newport Beach, CA 92646

Voice: (949) 260-5088 Fax: (415) 403-1466

Email: asharif@alliant.com

Please include the Insured /JPA name along with the following information when reporting claims:

Time, date and specific location of property damaged

A description of the incident that caused the damage (such as fire, theft or water damage)

Estimated amount of loss in dollars

Date Issued: 06/29/2018

Contact person for claim including name, title, voice & fax numbers

Complete and return the Property Loss Notice for processing.

Mortgagee or Loss Payee name, address, and account number



#### IN THE EVENT OF A

### PROPERTY LOSS:

- 1) Follow your organization procedures for reporting and responding to an incident
- 2) Alert local emergency authorities, as appropriate
- 3) Report the incident to Alliant Insurance Services immediately at:

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to McLarens Global Claims Services AND your Alliant representative

Date Issued: 06/29/2018 Alliant Insurance Services, Inc. | www.alliant.com | CA License No. 0C36861



#### PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.	
BY MAIL: 100 Pine Street, 11 Floor, San Francisco, CA 94111	
BY FAX: (415) 403-1466	
BY EMAIL: <a href="mailto:rfrey@alliant.com">rfrey@alliant.com</a> AND <a href="mailto:dwalizada@alliant.com">dwalizada@alliant.com</a> Carbon Copy APIP Claims Administrator: <a href="mailto:sandra.doig@mclarens.com">sandra.doig@mclarens.com</a> and your Alliant representative	
Today's Date:	
Type of Claim: (check all that apply)	
Real Property Vehicles	
Personal Property Other	
Insured's Name & Contact Information	
Insured's Name: Point of Contact:	
Address:	
Phone #:	
Broker/Agent's Name & Contact Information	
Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Waliza	ıda
Address: 100 Pine Street, 11 <sup>th</sup> Floor, San Francisco, CA 94111	
Phone #: 1-877-725-7695 Fax #: 415-403-1466	
Policy Information	
Policy Number:Policy Period:	
Limits of Liability:peragg Self-Insured Retention/Deductible:	
Loss Information	
Date of Incident/Claim: Location:	
Description of Loss:	
Please list all attached or enclosed documentation: □(check if none provided)	
Name of Person Completing This Form:	
Signature:	



#### Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;

#### J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.



#### IN THE EVENT OF A

### **CYBER LOSS:**

- 1) Follow your organizations procedures for reporting and responding to an incident
- 2) Alert authorities, as appropriate
- 3) Report the incident to Beazley Group immediately at:

## tmbclaims@beazley.com

# All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to Alliant Claims Department and your Alliant representative

#### SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:

The policy provides a \$500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to \$1,000,000.

Please contact Beazley for a list of approved vendors.



#### CYBER FIRST NOTICE OF LOSS FORM

**SEND TO:** Beazley Group

BY MAIL: 1270 Avenue of the America's, Suite 1200, New York, NY 10020	
<b>BY FAX:</b> (546) 378-4039	
BY EMAIL: tmbclaims@beazley.com	
CC Alliant Claims Department: <a href="mailto:elaine.tizon@alliant.com">elaine.tizon@alliant.com</a> , and your Alliant representative	
Foday's Date:	
nsured's Name & Contact Information	
nsured's Name: Point of Contact:	
Address:	
Phone #:	
Broker/Agent's Name & Contact Information	
Company Name: Alliant Insurance Services – Claims Point of Contact: Elaine Tizon	
Address: 100 Pine Street, 11 <sup>th</sup> Floor, San Francisco, CA 94111	
Phone #:877-725-7695 Fax #:415-403-1466	
Policy Information	
Policy Number: Policy Period:	
Limits of Liability:peragg Self-Insured Retention/Deductible	
Loss Information	
Date of Incident/Claim:Location:	
Description of Loss:	
Please list all attached or enclosed documentation:   (check if none provided)	
Name of Person Completing This Form:	
Signatura:	



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

- 1. If any Claim is made against the Insured, the Insured shall, as soon as practicable upon knowledge by the Insured, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such Claim in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the Insured or the Insured's representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all Claims made against any Insured must be reported no later than the end of the Policy Period, in accordance with the requirements of the Optional Extension Period (if applicable), or within thirty (30) days after the expiration date of the Policy Period in the case of Claims first made against the Insured during the last thirty (30) days of the Policy Period.
- 2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a Breach Notice Law because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the Policy Period after discovery by the Insured. For such incidents or suspected incidents discovered by the Insured within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the Policy Period, provided; if this Policy is renewed by Underwriters and covered Privacy Notification Costs are incurred because of such incident or suspected incident reported during the 60 day post Policy Period reporting period, then any subsequent Claim arising out of such incident or suspected incident is deemed to have been made during the Policy Period.
- 3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:
  - a. the specific details of the act, error, omission, or Security Breach that could reasonably be the basis for
  - a Claim;
  - b. the injury or damage which may result or has resulted from the circumstance; and
  - c. the facts by which the Insured first became aware of the act, error, omission or Security Breach

Any subsequent **Claim** made against the **Insured** arising out of such circumstance 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 the Underwriters.

4. A Claim or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the Claim or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a Claim if provided in compliance with sub-paragraph X.A.3. above.

(Cyber)



#### CHUBB

Chubb Environmental

#### IN THE EVENT OF AN

### **ENVIRONMENTAL EMERGENCY:**

- 1) Follow your organization procedures for reporting and responding to an incident
- 2) Alert local emergency authorities, as appropriate
- 3) Report the incident to ACE Environmental Risk immediately at:

## 888-310-9553 or use ACE Alert App

4] Report the incident to Alliant

Akbar Sharif Claims Advocate 949-260-5088 415-403-1466 – fax asharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident. You will be contacted by a trained representative of ACE to discuss further response steps as soon as possible.

DO follow your organization's detailed response plan

DO contact your management as well as appropriate authorities

DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak

DO NOT attempt to respond beyond your level of training or certification



#### ☐ H ☐ B CHUBB ENVIRONMENTAL FIRST NOTICE OF LOSS FORM

SEND TO: Chubb Environmental Claims Manager

BY FAX: (800) 951-4119

BY MAIL: ACE USA Claims, P.O. Box 5103, Scranton, PA 18505-0510

BY EMAIL: CasualtyRiskEnvironmentalFirstNotice@chubb.com CC Alliant Insurance: asharif@alliant.com and your Alliant Representative Today's Date: Notice of: (check all that apply) ☐ Pollution Incident □ Potential Claim ☐ Third-Party Claim Litigation Initiated Insured's Name & Contact Information Company Name: \_\_\_\_\_Point of Contact: \_\_\_\_\_ Address: Phone #: **Broker/Agent's Name & Contact Information** Company Name: Alliant Insurance Services - Claims Point of Contact: Akbar Sharif Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660 Phone #: 1-949-260-5088 **Policy Information** Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_ Limits of Liability: \_\_\_\_\_\_per\_\_\_\_ agg Self-Insured Retention/Deductible\_\_\_\_\_ **Loss Information** Date of Incident/Claim: Location: Location: Claimant Name/Address: Description of Loss: Please list all attached or enclosed documentation: ☐(check if none provided)

Name of Person Completing This Form: Signature:



#### VII. REPORTING AND COOPERATION

- **A.** The "insured" must see to it that the Insurer receives written notice of any "claim" or "pollution condition", as soon as practicable, at the address identified in Item 7.a. of the Declarations to this Policy. Notice should include reasonably detailed information as to:
- **1.** The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "pollution condition";
- 2. The identity of the "covered location" or "covered operations";
- 3. The nature of the "claim" or "pollution condition"; and
- **4.** Any steps undertaken by the "insured" to respond to the "claim" or "pollution condition". In the event of a "pollution condition", the "insured" must also take all reasonable measures to provide immediate verbal notice to the Insurer.
- B. The "insured" must:
- **1.** As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim":
- 2. Authorize the Insurer to obtain records and other information;
- 3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
- **4.** Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "bodily injury", "property damage", "remediation costs" or "legal defense expense" to which this Policy may apply; and
- **5.** Provide the Insurer with such information and cooperation as it may reasonably require.
- C. No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" retain any consultants or incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response". (Emergency Response coverage is limited to the first 7 days)
- **D.** Upon the discovery of a "pollution condition", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental law". The Insurer shall have the right, but not the duty, to mitigate such "pollution conditions" if, in the sole judgment of the Insurer, the "insured" fails to take reasonable steps to do so. In that event, any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the "self-insured retention" and Limits of Liability identified in the Declarations to this Policy.





#### **APIP Pollution: Claim Reporting Fact Sheet**

This page outlines the steps that should be taken BY YOUR ORGANIZATION, at the time of an environmental incident, to assure that the Pollution coverage offered with ACE through APIP is not jeopardized. We ask that you review this document and provide copies to all appropriate colleagues in advance of a possible incident.

Coverage under Pollution policies is dependent on specific compliance with claims and loss reporting; *especially* in the case of "Emergency Response" expenses that you may incur to address a pollution loss. For these "Emergency Response" expenses there is a strict seven (7) day window, <u>following discovery of a "Pollution Condition" by the "Insured"</u>, after which reasonable expenses will not be reimbursed unless the carrier has given prior consent. It is **extremely important** pollution exposures be reported **immediately**; and clearly no later than seven (7) days.

Although we ask that you fully review your policy and all its' <u>Terms and Conditions</u>, we have highlighted some key sections of the ACE policy which address the *Emergency Response* issue and the reporting provisions:

**III. DEFENSE AND SETTLEMENT** C. The "insured" shall have the right and duty to retain a qualified environmental consultant to perform any investigation and/or remediation of any "pollution condition" covered pursuant to this Policy. The "insured" must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an "emergency response". Any costs incurred prior to such consent shall not be covered pursuant to this Policy, or credited against the "self-insured retention", except in the event of an "emergency response".

#### V. DEFINITIONS

- **F.** "Emergency response" means actions taken and reasonable "remediation costs" 7 days following the discovery of a "pollution condition" by an "insured" in order to abate or respond to an imminent and substantial threat to human health or the environment arising out of such "pollution condition".
- **T. "Pollution condition"** means: **2.** The discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.
- **V. "Remediation costs"** means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions" to the extent required by "environmental law".

#### **VII. REPORTING AND COOPERATION**

- **A.** The "insured" must see to it that the Insurer receives written notice of any "claim" or "pollution condition", as soon as practicable, at the address identified in Item **7.a.** of the Declarations to this Policy. Notice should include reasonably detailed information as to: **1.** The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "pollution condition";
- **B.** The "insured" must: **1.** As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
- **C.** No "insured" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured" retain any consultants or incur any "remediation costs" without the prior express written consent of the Insurer, except in the event of an "emergency response". (Emergency Response coverage is limited to the first 7 days)
- **D.** Upon the discovery of a "pollution condition", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental law". The Insurer shall have the right, but not the duty, to mitigate such "pollution conditions" if, in the sole judgment of the Insurer, the "insured" fails to take reasonable steps to do so. In that event, any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the "self-insured retention" and Limits of Liability identified in the Declarations to this Policy.

The bottom line is if there is a Pollution event, please contact us **immediately** so that we can report the Incident and properly protect coverage for these unexpected events; <u>please refer to the Claims Reporting form for proper contact information</u>