



Human Resources & Insurance Committee

Wednesday, April 3, 2024 2:30PM
40 McMaster Street, Ballston Spa, NY

Chair: Kevin Tollisen

Members: C. Eric Butler, John Lant, Tom Richardson, Angela Thompson, Matt Veitch, Mo Wright VC

Agenda

- I. Welcome and Attendance
- I. Approval of the minutes of the February 7, 2024 meeting
- II. Workers Compensation Report
- III. Authorizing an agreement with Marshall & Sterling Employee Benefits Inc. for Flex Plan administration and amending the 2024 County Budget in relation thereto – Scot Chamberlain, Human Resources
- IV. Authorizing the payment of a stipend for services associated with the Saratoga County Industrial Development Authority – Scot Chamberlain, Human Resources
- V. Authorizing the County's Insurance Coverages through May 8, 2025 – Steve Bulger, County Administrator
- VI. Other Business
- VII. Adjournment

Board Meeting

April 3, 2024



SARATOGA COUNTY SI PLAN

1423573

PMA Companies - New Claims Workers' Comp Claims By Month

Claims Entered From 02/01/24 To 03/01/24

| Location Name | Med Only | Lost Time | Record Only | Total Claims |
|--|----------|-----------|-------------|--------------|
| City of Saratoga Springs-All Other | 1 | 0 | 0 | 1 |
| City of Saratoga Springs-Fire Department | 2 | 0 | 0 | 2 |
| City of Saratoga Springs-Police Dept | 3 | 0 | 1 | 4 |
| Community Emergency Corps-Paid | 0 | 1 | 0 | 1 |
| Galway Emergency Medical Services-Paid | 0 | 0 | 1 | 1 |
| Saratoga Co-Animal Shelter | 1 | 0 | 0 | 1 |
| Saratoga Co-County Clerk | 0 | 0 | 1 | 1 |
| Saratoga Co-Dept. of Health | 0 | 0 | 1 | 1 |
| Saratoga Co-Sewer District | 1 | 0 | 0 | 1 |
| Saratoga Co-Sheriff | 2 | 6 | 6 | 14 |
| Saratoga Co-Social Services | 0 | 0 | 1 | 1 |
| Town of Clifton Park-All Other | 3 | 1 | 0 | 4 |
| Town of Corinth-Jessups Landing EMS-Paid | 1 | 0 | 0 | 1 |
| Town of Milton-Public Works | 1 | 0 | 0 | 1 |
| Town of Saratoga-All Other | 0 | 1 | 0 | 1 |
| Town of Stillwater-All Other | 1 | 0 | 0 | 1 |
| Village of Ballston Spa-Police Dept | 1 | 0 | 0 | 1 |
| Village of Schuylerville-Public Works | 0 | 0 | 1 | 1 |
| Wilton Emergency Squad-Paid | 0 | 1 | 0 | 1 |
| | 17 | 10 | 12 | 39 |

Notes: Claims types shown are statutory and reflect results as of date below

03/01/24

SARATOGA COUNTY SI PLAN

1423573

Total Paid by Location - Workers' Compensation

Payments From 02/01/24 To 03/01/24

| Location Name | Medical | Indemnity | Voc Rehab | Expense | Total |
|--|-----------------|------------------|------------|-----------------|------------------|
| Saratoga Co-Sheriff | \$12,369 | \$226,803 | \$0 | \$4,455 | \$243,627 |
| City of Saratoga Springs-Fire Department | \$235 | \$35,798 | \$0 | \$832 | \$36,864 |
| City of Saratoga Springs-Public Works | \$113 | \$7,750 | \$0 | \$674 | \$8,537 |
| City of Saratoga Springs-Police Dept | \$3,141 | \$3,399 | \$0 | \$1,163 | \$7,704 |
| City of Mechanicville-Public Works | \$3,771 | \$2,922 | \$0 | \$216 | \$6,909 |
| Saratoga Co-Sewer District | \$134 | \$4,153 | \$0 | \$719 | \$5,006 |
| Town of Clifton Park-All Other | \$1,700 | \$2,483 | \$0 | \$778 | \$4,961 |
| Vol Fire-Vil Schuylerville-Schuylr Hose | \$0 | \$4,620 | \$0 | \$0 | \$4,620 |
| Saratoga Co-Public Works Building/Grnds | \$102 | \$4,381 | \$0 | -\$28 | \$4,456 |
| Saratoga Co-Maplewood Manor | \$165 | \$3,755 | \$0 | \$402 | \$4,322 |
| Vol Fire Dept-Greenfield Fire District | \$274 | \$3,548 | \$0 | \$37 | \$3,859 |
| Vol Fire-Vil of South Glens Falls Fire | \$0 | \$3,548 | \$0 | \$0 | \$3,548 |
| Vol Fire Dept-Mechanicville Fire Dept. | \$703 | \$2,600 | \$0 | \$49 | \$3,352 |
| Wilton Emergency Squad-Paid | \$462 | \$2,150 | \$0 | \$32 | \$2,644 |
| Town of Halfmoon-Public Works | \$67 | \$2,411 | \$0 | \$135 | \$2,612 |
| Malta-Stillwater Ambulance Corps-Voluntr | \$1,135 | \$1,072 | \$0 | \$373 | \$2,579 |
| Saratoga Co-Public Works Highway | \$1,091 | \$1,035 | \$0 | \$371 | \$2,497 |
| Town of Edinburg-All Other | \$0 | \$2,194 | \$0 | \$0 | \$2,194 |
| Vol Fire-Vil of Stillwater-Newland Wood | \$0 | \$1,600 | \$0 | \$0 | \$1,600 |
| Town of Moreau-All Other | \$750 | \$667 | \$0 | \$144 | \$1,560 |
| Village of Ballston Spa-Public Works | \$0 | \$1,543 | \$0 | \$0 | \$1,543 |
| Town of Greenfield-Public Works | \$0 | \$1,181 | \$0 | \$0 | \$1,181 |
| Saratoga Co-Social Services | \$0 | \$1,051 | \$0 | \$0 | \$1,051 |
| Vol Fire Dept-Ballston Lake Fire Dept. | \$34 | \$533 | \$0 | \$475 | \$1,042 |
| Town of Northumberland-All Other | \$848 | \$0 | \$0 | \$115 | \$963 |
| Vol Fire Dept-Burnt Hills Fire District | \$719 | \$0 | \$0 | \$37 | \$757 |
| Community Emergency Corps-Paid | \$0 | \$550 | \$0 | \$0 | \$550 |
| City of Saratoga Springs-All Other | \$123 | \$369 | \$0 | \$10 | \$502 |
| Town of Saratoga-All Other | \$398 | \$0 | \$0 | \$25 | \$423 |
| Clifton Park Water Authority | \$278 | \$0 | \$0 | \$122 | \$400 |
| Vol Fire-Northside Fire Dist-FB Peck Hs | \$0 | \$400 | \$0 | \$0 | \$400 |
| Vol Fire-Corinth Vol Fire Association | \$0 | \$390 | \$0 | \$10 | \$400 |
| Town of Wilton-Public Works | \$297 | \$0 | \$0 | \$43 | \$339 |
| Vol Fire-Northumberland-Gansevoort Fire | \$0 | \$250 | \$0 | \$0 | \$250 |
| Wilton Emergency Squad-Volunteer | \$0 | \$0 | \$0 | \$235 | \$235 |
| Saratoga Co-Animal Shelter | \$130 | \$0 | \$0 | \$24 | \$154 |
| Town of Hadley-Public Works | \$71 | \$0 | \$0 | \$10 | \$80 |
| Town of Greenfield-All Other | \$48 | \$0 | \$0 | \$12 | \$60 |
| Moreau Emergency Squad-Paid | \$0 | \$0 | \$0 | \$19 | \$19 |
| Saratoga Coounty Water Authority | \$0 | \$0 | \$0 | \$10 | \$10 |
| Town of Milton-Public Works | \$0 | \$0 | \$0 | \$10 | \$10 |
| Town of Waterford-All Other | \$0 | \$0 | \$0 | \$10 | \$10 |
| | \$29,159 | \$323,154 | \$0 | \$11,513 | \$363,827 |



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Human Resources

DATE: March 15, 2024

COMMITTEE: Human Resources & Insurance



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorizing an agreement with Marshall & Sterling Employee Benefits Inc. for Flex plan administration.

3. Specific Details on what the resolution will authorize:

Authorizing an amendment to the current major contract with Marshall & Sterling Employee Benefits Inc., to provide Flex Plan Administration. Current contract outlines the county pays the contractor \$3.50 per participant per month, at a cost not to exceed \$20,000. Contractor has increased their rate to \$4.00 per participant per month effective 5/1/2024. Enrollment into this benefit varies and has increased resulting in the change of the cost limit not to exceed \$25,000.

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|---------------------|--------------|------------|
| MS.17.000-8642.Flex | | \$5,000.00 |

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

| | |
|--------------------|---|
| MS-0599.B | ▼ |
| Amount: \$5,000.00 | |

5. Identify Budget Impact (**Required**):

Other ▼

a. G/L line impacted See above

b. Budget year impacted 2024

c. Details

"The budget will be amended to increase appropriation and decrease Self-Insurance Fund balance by \$5,000."

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

The contractor is requesting to be listed as Marshall & Sterling Employee Benefits Inc. Currently, the county pays the contractor \$3.50 per participant per month. The new rate change is \$4.00 per participant per month, effective 5/1/2024. Annual enrollment varies and has continued to increase resulting in the limit cost not to exceed \$25,000 annually.

2024 expenses are expected to exceed the current cost limit of \$20,000. The major contract would be subject to automatic renewal for additional terms of one year unless written notice by either party is given or there has been a change in the participant rate.



10/19/21

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~270~~ 2021

Introduced by Supervisors Tollisen, Grasso, Lant, Richardson, Schopf, Veitch and Wood

Marshall & Sterling Employee Benefits Inc.

AUTHORIZING AN AGREEMENT WITH ~~JAEGER & FLYNN ASSOCIATES, A MARSHALL & STERLING COMPANY AND/OR ITS ASSIGNORS~~ FOR FLEX PLAN ADMINISTRATION

WHEREAS, the County entered into an existing ~~minor~~ ^{major} contract with ~~Jaeger & Flynn Associates, Inc.~~ ^{Marshall & Sterling Employee Benefits Inc.} for JFA Flex Plan Administration and Plan document preparation for the Human Resources Department at a cost ~~\$3.50~~ ^{\$4.00} per participant per month; and

WHEREAS, due to an increase in enrollment in the Flex Plan in ~~2021~~ ²⁰²⁴, expenses have exceeded the annual ~~minor~~ ^{major} contract limit of ~~\$15,000~~ ^{\$20,000}; and

~~**WHEREAS**, Jaeger and Flynn Associates, Inc. recently merged with Marshall & Sterling Company; and~~

WHEREAS, our Human Resources Committee and the Director of Human Resources have recommended that the County enter into an agreement with ~~Jaeger and Flynn Associates, a Marshall & Sterling Company and/or its assignors~~ ^{Marshall & Sterling Employee Benefits Inc.}, for the provision of Flex Plan Administration and Plan document preparation for a term of one (1) year effective ~~November 1, 2021~~ ^{May 1, 2024}, at the rate of ~~\$3.50~~ ^{\$4.00} per participant per month, at a cost not to exceed ~~\$20,000~~ ^{\$25,000}, such agreement will be automatically renewed annually unless written notice is provided by either party or there is a change in the participant rate; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with ~~Jaeger and Flynn Associates, a Marshall & Sterling Company and/or its assignors~~ ^{Marshall & Sterling Employee Benefits Inc.} of Glens Falls, New York, for the provision of Flex Plan Administration and Plan document preparation for a term of one (1) year effective ~~November 1, 2021~~ ^{May 1, 2024}, at the rate of ~~\$3.50~~ ^{\$4.00} per participant per month, at a cost not to exceed ~~\$20,000~~ ^{\$25,000}, such agreement will be automatically renewed annually unless written notice is provided by either party or there is a change in the participant rate; now, therefore, be it

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: ~~No budget impact.~~



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Planning & Economic Development

DATE: 3.26.24

COMMITTEE: Human Resources & Insurance

This column must be completed
prior to submission of the request.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

AUTHORIZING THE PAYMENT OF A STIPEND FOR
SERVICES ASSOCIATED WITH THE SARATOGA COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

3. Specific Details on what the resolution will authorize:

Resolution will authorize a stipend to Kimberly Lamber, Senior
Planner and Nisha Merchant, Confidential Secretary for
services associated with the Saratoga County Industrial
Development Agency.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|-------------|
| A.80.2117 | IDA Fees | \$10,000.00 |

Expense

| Account Number | Account Name | Amount |
|----------------|-----------------|------------|
| A.80.000-6000 | Regular Wages | \$9,289.35 |
| A.80.000-6930 | Social Security | \$710.64 |

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted A.80.000.6000 (Regular Wages) A.80.000-6930 (Social Security), A.80.2117 (IDA Fees)
- b. Budget year impacted 2024
- c. Details

This stipend will be funded by the Saratoga County Industrial Development Agency.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

2/15/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~86~~—2022

~~Introduced by Supervisors Tollisen, Edwards, Grasso, Hammond, Schopf, K. Veitch and Wood~~

AUTHORIZING THE PAYMENT OF A STIPEND ~~TO MICHAEL VALENTINE, SENIOR PLANNER,~~ FOR SERVICES ASSOCIATED WITH THE SARATOGA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

WHEREAS, the Senior Planner ~~and Confidential Secretary~~ -in the Planning ~~and Economic Development~~ -Department provides the majority of the administrative support to the Saratoga County Industrial Development Authority (IDA), including preparation and distribution of extensive meeting materials, preparation of reports, processing and distribution of PILOT payments, processing of applications and administration of a highly successful IDA grant program; and

WHEREAS, Saratoga County receives annual revenue from the Saratoga County IDA to perform these tasks and offset any costs associated with the stipend increase; and

WHEREAS, our Human Resources and Insurance Committee, the Director of Human Resources, and the Director of Planning ~~and Economic Development~~ -have recommended that ~~Michael Valentine~~Kimberly Lambert, Senior Planner, and Nisha Merchant, be provided with a stipend in the amount of \$5,000 ~~each~~, to compensate ~~them~~him for the additional duties associated with the Saratoga County IDA; now, therefore, be it

RESOLVED, that this Board hereby approves and authorizes the payment to ~~Kimberly Lambert~~Michael Valentine, Senior Planner, ~~and Nisha Merchant, Confidential Secretary~~ -of an additional \$5,000 stipend to compensate ~~them~~him for the additional duties associated with the Saratoga County IDA; and it is further

RESOLVED, that this Resolution is effective immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds for this stipend will be funded by the Saratoga County Industrial Development Agency are included in the 2022 Planning Department budget.

Increase Revenue:

A.80.-2117 (IDA Fees)

\$10,000

Increase Appropriations:

| | |
|--|-------------------|
| <u>A.80.000-6000 (Regular Wages)</u> | <u>\$9,289.35</u> |
| <u>A.80.000-6930 (Social Security)</u> | <u>\$710.64</u> |



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: County Administrator

DATE: 3/28/24

COMMITTEE: Human Resources & Insurance



This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

Authorizing the County's Insurance Coverages through May 8, 2025.

3. Specific Details on what the resolution will authorize:

This item will authorize the renewal of all the County's various insurance policies with its providers for a term of May 8, 2024 until May 8, 2025.

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted Yes

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
|----------------|--------------|--------|

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
|----------------|--------------|--------|

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

a. G/L line impacted A.14.991-8630,8637,8638,8639

b. Budget year impacted 2024

c. Details

\$1,297,350 was budgeted for the insurance program as part of the 2024 budget.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require the awarding of a contract: Y N

Purchasing Office Consulted

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

8. Is a grant being accepted: YES or NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

The Drone policy premium is currently quoted at \$5,536. The carrier supplied this figure based upon an old list of the County's drones. This was spotted and will be corrected by the carrier. County staff are awaiting the new premium amount for this policy. It is anticipated the premium will increase by approximately \$1,200 to add missing drones to the insurance schedule. This would bring the total premiums for the program to approx \$1,279,123.



4/16/24

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ___ – 2024

Introduced by Human Resources and Insurance: Supervisors **Tollisen, Butler, Lant, Richardson, Thompson, Veitch, and Wright.**

AUTHORIZING THE COUNTY'S INSURANCE COVERAGES THROUGH MAY 8, 2025 AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

WHEREAS, Resolutions 113-2023 authorized the award of insurance coverages for the County through **May 8, 2024**; and

WHEREAS, the County's insurance agent, Arthur J. Gallagher & Co., formerly Cool Insuring Agency, Inc. ("Gallagher"), and the County's insurance consultant, Marshall & Sterling, Inc., have recommended that the County continue its coverages with its current insurance carriers through **May 8, 2025**, on the basis that said carriers are providing the most competitive rates for the insurance coverages required by the County; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to accept the proposals of Arthur J. Gallagher & Co., and Marshall & Sterling, Inc. for the County's insurance coverages by the carriers listed below, through **May 8, 2025**, at a cost of **\$1,279,123**:

| Coverage | Company | Limits | Deductible | Premium |
|-----------------------------|--------------------------------|---------------|-------------------|----------------------|
| Property | Chubb | \$318,745,314 | \$25,000 | \$281,754 |
| Boiler/Machinery | Chubb | \$318,745,314 | \$25,000 | Included in Property |
| Inland Marine | Chubb | \$16,776,817 | \$5,000 | \$29,448 |
| General Liability | Travelers | \$1M/\$3M | \$50,000 | \$111,650 |
| Public Officials Liability | Travelers | \$1,000,000 | 100,000 | \$82,187 |
| Law Enforcement Liability | Travelers | \$1,000,000 | 100,000 | \$128,620 |
| Airport Liability | ACE | \$20,000,000 | None | \$15,643 |
| Cyber Liability | Crum & Forster | \$1,000,000 | 100,000 | \$67,788 |
| Crime | Travelers | \$4,000,000 | 40,000 | \$9,354 |
| OCP | Travelers | \$1,000,000 | None | \$750 |
| Automobile | Travelers | \$1,000,000 | \$50,000 | \$243,005 |
| Public/Mental Health LIP | Allied World | \$1M/\$3M | None | \$113,819 |
| Public/Mental Health Excess | Allied World | \$5M | None | \$59,366 |
| Umbrella | Travelers | \$10,000,000 | \$10,000 | \$123,500 |
| Drones | American Alternative Ins. Corp | \$1,000,000 | 5% | **\$5,536 + \$1200 |
| Vet Professional | Evanston | \$1M/\$3M | \$2,500 | \$5,503 |
| TOTAL: | | | | \$1,279,123 |

; and it is further

RESOLVED, that an additional premium allowance in the amount of \$15,000 is hereby authorized to cover aggregate premium charges resulting from changes to covered inventories, such as County vehicles and equipment, occurring prior to the policy renewal date of May 8, 2025; and it is further

RESOLVED, that pursuant to Public Officers Law §11(2) this Board approves the form and sufficiency of the foregoing Crime policy issued as Policy Number 106291261 by Travelers Insurance Company in the amount of \$1,000,000 coverage for all County officers and employees, providing employee dishonesty coverage and faithful performance of duty coverage for said officers and employees as required by Public Officers Law §11, including those County Officers required to execute and file undertakings pursuant to the County Law of the State of New York; and it is further

RESOLVED, that a certified copy of this Resolution be attached to a copy of said Crime policy (Travelers Policy #106291261) and filed in the Office of the County Clerk; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact.

April 16, 2024 Regular Meeting

Motion to Adopt: **Supervisor** _____

Second: **Supervisor** _____

AYES ():

ABSENT ():



Proposal of Insurance

Saratoga County

40 McMaster Street
Ballston Spa, NY 12020

Arthur J. Gallagher Risk Management Services LLC
Dominic Gallo, CIC | Area Vice President
Dominic_Gallo@ajg.com | (518) 869-3535

Presented: March 26, 2024

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| <i>Service Team</i> | <i>Role</i> | <i>Email</i> | <i>Phone</i> |
|---|--------------------------|------------------------|--|
| Dominic Gallo, CIC Area Vice President | Producer | Dominic_Gallo@ajg.com | (518) 556-3115 (p) |
| Jacqueline Patrick Client Service Manager, Senior | Client Service Manager | Jackie_Patrick@ajg.com | (518) 391-2230 (p) |
| Deborah Hafner Senior Client Service Assistant | Client Service Associate | Deborah_Hafner@ajg.com | (518) 824-2005 (p) (518) 796-4585 (c) |

Program Structure

Named Insured

| Named Insured | Property | Package - Inland Marine | General Liability | Public Entity Management Liability | Public Entity Employment-Related Practices Liability | Law Enforcement Liability | Automobile Including Garagekeepers | Owners and Contractors Protective Liability |
|---|----------|-------------------------|-------------------|------------------------------------|--|---------------------------|------------------------------------|---|
| Saratoga County | X | X | X | X | X | X | X | |
| Saratoga County Airport & All Members, Officers, Servants, Volunteer Workers. See Remarks | | | | | | | | |
| Saratoga County Department of Mental Health | | | | | | | | |
| Saratoga County Department of Public Health | | | | | | | | |
| Saratoga County Prosperity Partnership LLC | | | X | X | X | X | X | |
| The Commissioner & Nys Department Of Transportation | | | | | | | | X |
| The New York State Thruway | | | | | | | | X |
| The State Bridge Authority & Their Officials, Officers & Employees | | | | | | | | X |

| <i>Named Insured</i> | <i>Property</i> | <i>Package - Inland Marine</i> | <i>General Liability</i> | <i>Public Entity Management Liability</i> | <i>Public Entity Employment-Related Practices Liability</i> | <i>Law Enforcement Liability</i> | <i>Automobile Including Garagekeepers</i> | <i>Owners and Contractors Protective Liability</i> |
|--|-----------------|--------------------------------|--------------------------|---|---|----------------------------------|---|--|
| County of Saratoga Animal Shelter | | | | | | | | |
| NYS DOT Region 1, Highway Work Permits | | | | | | | | X |

| Named Insured | Public Health General Liability including Professional Liability | Umbrella | Public Health-Excess Liability | Crime | Veterinarian Professional Liability | Cyber Liability | Excess Cyber Liability- \$3M X \$3M | Airport Owners and Operators General Liability | Drone Coverage |
|---|--|----------|--------------------------------|-------|-------------------------------------|-----------------|-------------------------------------|--|----------------|
| Saratoga County | | X | X | X | X | X | X | | X |
| Saratoga County Airport & All Members, Officers, Servants, Volunteer Workers, See Remarks | | | | | | | | X | |
| Saratoga County Department of Mental Health | X | | X | | | | | | |
| Saratoga County Department of Public Health | X | | X | | | | | | |
| Saratoga County Prosperity Partnership LLC | | X | | | | | | | |
| The Commissioner & Nys Department Of Transportation | | | | | | | | | |
| The New York State Thruway | | | | | | | | | |
| The State Bridge Authority & Their Officials, Officers & Employees | | | | | | | | | |
| County of Saratoga Animal Shelter | | | | | X | | | | |
| NYS DOT Region 1, Highway Work Permits | | | | | | | | | |

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



Market Review

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

| Line Of Coverage | Insurance Company ** (AM Best Rate/Financial Strength) | Market Response * | Admitted *** |
|--|--|--|--------------|
| Property | Federal Insurance Company (A++ XV) | Quoted | Admitted |
| | Liberty Mutual Insurance Company | Declined to Quote - Does Not Fit Underwriting Requirement | |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Hartford Financial Services Group | Declined to Quote - Does Not Fit Underwriting Requirement | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | |
| New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted | |
| Package- Inland Marine | Federal Insurance Company (A++ XV) | Quoted | Admitted |
| | Liberty Mutual Insurance Company | Declined to Quote - Does Not Fit Underwriting Requirement / No quote or declination has been provided for this task. | |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Hartford Financial Services Group | Declined to Quote - Does Not Fit Underwriting Requirement | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |
| General Liability | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| Public Entity Management Liability | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |

| Line Of Coverage | Insurance Company ** (AM Best Rate/Financial Strength) | Market Response * | Admitted *** |
|--|--|---|--------------|
| Public Entity Employment-Related Practices Liability | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |
| Law Enforcement Liability | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| Automobile Including Garagekeepers | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| | Travelers Property Casualty Co of America (A++ XV) | Recommended Quote | Admitted |
| Owners and Contractors Protective Liability | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| Public Health General Liability including Professional Liability | Allied World Surplus Lines Insurance Company (A XV) | Quoted | Non-Admitted |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Selective Insurance Group | Declined to Quote - Does Not Fit Underwriting Requirement | |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| | Travelers Indemnity Company (A++ XV) | Recommended Quote | Admitted |
| Umbrella | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | Admitted |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |

| Line Of Coverage | Insurance Company ** (AM Best Rate/Financial Strength) | Market Response * | Admitted *** |
|-------------------------------------|--|---|--------------|
| Public Health- Excess Liability | Allied World National Assurance Company (A XV) | Quoted | Admitted |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Paragon Insurance Holdings, LLC | Declined to Quote - Adverse Claims Experience | Admitted |
| | Selective Insurance Group | Declined to Quote - Pricing not Competitive | Admitted |
| Crime | Travelers Casualty and Surety Co of America (A++ XV) | Recommended Quote | Admitted |
| | New York Municipal Insurance Reciprocal (NYMIR) (A- VII) | Quoted | Admitted |
| Veterinarian Professional Liability | Evanston Insurance Company (A XV) | Recommended Quote | Non-Admitted |
| | Crum & Forster Specialty Insurance Co (A XV) | Recommended Quote | Non-Admitted |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |
| | Ocrea Risk Services d/b/a Resilience Insurance Solutions | Declined to Quote - Other / Declined. Unable to offer full extortion limit | |
| | Westchester Fire Insurance Company (A++ XV) | Indication (Written)* / \$1,000,000 X \$100,000 | Admitted |
| | AXIS Insurance Company | Other / primary indication not competitive - can offer excess capacity | Admitted |
| | Starr Indemnity & Liability Company | Other / Require additional control implementation prior to binding. Indications not competitive for primary or excess | Admitted |
| Cyber Liability | Travelers Casualty and Surety Co of America | Declined to Quote - Other / declined due to appetite | |
| | Allied World Assurance Company Ltd | Declined to Quote - Other / declined due to appetite | |
| | Houston Casualty Company | Other / Require additional controls prior to binding. Max limit would be \$1M should requirements be met | Admitted |
| | AXA XL Insurance Company UK Limited | Other / pending formal declination. No appetite for this class | Admitted |
| | Beazley Insurance Company, Inc. | Declined to Quote - Other / Beazley – declined due to class | |
| | Falcon Insurance Agency of FL | Declined to Quote - Other / declined due to class | |
| | Cowbell Insurance Agency LLC | Declined to Quote - Other / declined due to size | Admitted |
| | Ascot Insurance Company | Declined to Quote - Other / declined due to class | Admitted |
| | Ambridge Partners LLC | Declined to Quote - Other / declined due to class | |

| Line Of Coverage | Insurance Company ** (AM Best Rate/Financial Strength) | Market Response * | Admitted *** |
|--|--|---|--------------|
| Excess Cyber Liability- \$3M X \$3M | At-Bay Specialty Insurance Company | Declined to Quote - Other / declined due to class | Admitted |
| | Arch Specialty Insurance Company (A+ XV) | Recommended Quote | Non-Admitted |
| | Vantage Risk Specialty Insurance Company (A- XI) | Recommended Quote | Non-Admitted |
| | Aspen Specialty Insurance Company (A XV) | Recommended Quote | Non-Admitted |
| | Chaucer Insurance Company Designated Activity Company (DAC) (A XV) | Recommended Quote | Non-Admitted |
| | Fireman's Fund Indemnity Corporation (A+ XV) | Recommended Quote | Non-Admitted |
| | Fortegra Specialty Insurance Company (A- IX) | Recommended Quote | Non-Admitted |
| Airport Owners and Operators General Liability | ACE Property & Casualty Insurance Co (A++ XV) | Recommended Quote | Admitted |
| Drone Coverage | American Alternative Insurance Corp (A+ XV) | Recommended Quote | Admitted |
| | American Commerce Insurance Company (A XV) | Recommended Quote | Admitted |
| | Central States Ind Co of Omaha (A+ X) | Recommended Quote | Admitted |
| | Tokio Marine America Insurance Company (A++ XV) | Recommended Quote | Admitted |
| | Public Entities of America, LLC | Declined to Quote - No Market for this Type of Business | |

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

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

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

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

Please refer to Property Excel Spreadsheet Statement of Values for the location schedule

Full Program Details

Property

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Federal Insurance Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---|--------------|
| Premium | \$280,389.00 |
| NYFF | \$1,034.74 |
| Machinery Breakdown Certificate & Handling Fees | \$330.00 |
| TRIA | Included |
| Minimum Type | None |
| Estimated Cost | \$281,753.74 |

| Standard Coverages | Proposed |
|---|---------------|
| Building - Personal Property - Leasehold Interest - Undamaged Tenant's Improvements and Betterments - Blanket - 1 | \$318,745,314 |
| EDP Property on Premises - Blanket 2 | \$3,754,150 |
| Pollutant Clean-up or Removal - Blanket 3 | \$100,000 |
| Extra Expense - Blanket 4 | \$2,000,000 |
| Building - Loc.#/Bldg.# 1/1-20, 2/1-5, 5/1-8, 7/1-3, 8/1-2, 9/1-5, 10/1-17, 11/1-2, 12/1-2, 13/1-2, 14/1-2, 15/1-3, 16/1-10, 17/1-2, 18/1-2, 20/1-2, 21/1-2, 22/1-2, 23/1-3, 24/1-2, 26/1-2, 27/1-2, 28/1-2, 31/1-2, 32/1-2, 33/1-2, 37/1-2, 38/1-2, 39/1-2, 40/1-2, 41/1-2, 42/1-2, 43/1-2, 44/1-2, 45/1-2, 46/1-2, 49/1-2, 50/1-2, 51/1-2, 52/1-2, 55/1-2, 56/1-2, 57/1-2, 59/1-2, 60/1-3 Each | Blanket 1 |
| Personal Property - Loc.#/Bldg.# 1/1, 1/4, 1/6-7, 1/9-10, 1/15, 2/1-5, 5/2-3, 5/8, 8/1-2, 9/1, 9/3, 10/1, 10/3-5, 14/1, 116/1 Each | Blanket 1 |
| Extra Expense - Loc.#/Bldg.# 1/1-20, 2/1-5, 5/1-8, 7/1-3, 8/1-2, 9/1-5, 10/1-17, 11/1-2, 12/1-2, 13/1-2, 14/1-2, 15/1-3, 16/1-10, 17/1-2, 18/1-2, 20/1-2, 21/1-2, 22/1-2, 23/1-3, 24/1-2, 26/1-2, 27/1-2, 28/1-2, 31/1-2, 32/1-2, 33/1-2, 37/1-2, 38/1-2, 39/1-2, 40/1-2, 41/1-2, 42/1-2, 43/1-2, 44/1-2, 45/1-2, 46/1-2, 49/1-2, 50/1-2, 51/1-2, 52/1-2, 55/1-2, 56/1-2, 57/1-2, 59/1-2, 60/1-3 Each | Blanket 4 |

| Standard Coverages | Proposed |
|--|-----------|
| EDP Property on Premises - Loc.#/Bldg.# 1/1-18, 2/1-5, 5/1-8, 7/1-3, 8/1-2, 9/1-5, 10/1-17, 11/1-2, 12/1-2, 13/1-2, 14/1-2, 15/1-3, 16/1-10, 17/1-2, 18/1-2, 20/1-2, 21/1-2, 22/1-2, 23/1-3, 24/1-2, 26/1-2, 27/1-2, 28/1-2, 31/1-2, 32/1-2, 33/1-2, 37/1-2, 38/1-2, 39/1-2, 40/1-2, 41/1-2, 42/1-2, 43/1-2, 44/1-2, 45/1-2, 46/1-2, 49/1-2, 50/1-2, 51/1-2, 52/1-2, 55/1-2, 56/1-2, 57/1-2, 59/1-2, 60/1-3 Each | Blanket 2 |
| Pollutant Clean-up or Removal - Loc.#/Bldg.# 1/1-20, 2/1-5, 5/1-8, 7/1-3, 8/1-2, 9/1-5, 10/1-17, 11/1-2, 12/1-2, 13/1-2, 14/1-2, 15/1-3, 16/1-10, 17/1-2, 18/1-2, 20/1-2, 21/1-2, 22/1-2, 23/1-3, 24/1-2, 26/1-2, 27/1-2, 28/1-2, 31/1-2, 32/1-2, 33/1-2, 37/1-2, 38/1-2, 39/1-2, 40/1-2 Each | Blanket 3 |
| Leasehold Interest - Undamaged Tenant's Improvements and Betterments - Loc.#/Bldg.# 1/15, 2/2 Each | Blanket 1 |
| Building - Loc.# 3, 4, 6, 19, 25, 29, 30, 34, 35, 36, 47, 48, 53, 54, 58, 99, 103, 108-115, 119, 120, 121 Each | Blanket 1 |
| Personal Property - Loc.# 3, 4, 6, 72, 73, 74, 75, 99, 117 Each | Blanket 1 |
| Extra Expense - Loc.# 3, 4, 6, 19, 25, 29, 30, 34, 35, 36, 47, 48, 53, 54, 58, 72, 73, 74, 75, 99, 103, 108-115, 117, 119, 120, 121 Each | Blanket 4 |
| EDP Property on Premises - Loc.# 3, 4, 6, 19, 25, 29, 30, 34, 35, 36, 47, 48, 53, 54, 58, 72, 73, 74, 75, 99, 103, 108-111, 115 Each | Blanket 2 |
| Pollutant Clean-up or Removal - Loc.# 3, 4, 6, 19, 25, 29, 30, 34, 35, 36, 47, 48, 53, 54, 58, 72, 73, 74, 75, 99, 103, 108-115, 117, 119, 120, 121 Each | Blanket 3 |
| Building - Loc.#/Bldg.# 61/1-2, 62/1-2, 63/1-2, 64/1-2, 65/1-2, 66/1-2, 67/1-2, 68/1-2, 69/1-2, 70/1-2, 71/1-2, 76/1-2, 77/1-2, 78/1-2, 79/1-15, 80/1-2, 81/1-2, 82/1-2, 83/1-2, 84/1-2, 85/1-2, 86/1-2, 87/1-2, 88/1-2, 89/1-3, 90/1-3, 91/1-2, 92/1-2, 93/1-2, 94/1-2, 95/1-2, 96/1-2, 97/1-2, 98/1-2, 100/1-2, 101/1-2, 102/1-2, 104/1-2, 105/1-2, 106/1-2, 107/1-2, 116/1-6, 118/1-4 Each | Blanket 1 |

| Standard Coverages | Proposed |
|---|-------------|
| Extra Expense - Loc.#/Bldg.# 61/1-2, 62/1-2, 63/1-2, 64/1-2, 65/1-2, 66/1-2, 67/1-2, 68/1-2, 69/1-2, 70/1-2, 71/1-2, 76/1-2, 77/1-2, 78/1-2, 79/1-15, 80/1-2, 81/1-2, 82/1-2, 83/1-2, 84/1-2, 85/1-2, 86/1-2, 87/1-2, 88/1-2, 89/1-3, 90/1-3, 91/1-2, 92/1-2, 93/1-2, 94/1-2, 95/1-2, 96/1-2, 97/1-2, 98/1-2, 100/1-2, 101/1-2, 102/1-2, 104/1-2, 105/1-2, 106/1-2, 107/1-2, 116/1-6, 118/1-4 Each | Blanket 4 |
| EDP Property on Premises - Loc.#/Bldg.# 61/1-2, 62/1-2, 63/1-2, 64/1-2, 65/1-2, 66/1-2, 67/1-2, 68/1-2, 69/1-2, 70/1-2, 71/1-2, 76/1-2, 77/1-2, 78/1-2, 79/1-15, 80/1-2, 81/1-2, 82/1-2, 83/1-2, 84/1-2, 85/1-2, 86/1-2, 87/1-2, 88/1-2, 89/1-3, 90/1-3, 91/1-2, 92/1-2, 93/1-2, 94/1-2, 95/1-2, 96/1-2, 97/1-2, 98/1-2, 100/1-2, 101/1-2, 102/1-2, 104/1-2, 105/1-2, 106/1-2, 107/1-2, 116/1 Each | Blanket 2 |
| Pollutant Clean-up or Removal - Loc.#/Bldg.# 61/1-2, 62/1-2, 63/1-2, 64/1-2, 65/1-2, 66/1-2, 67/1-2, 68/1-2, 69/1-2, 70/1-2, 71/1-2, 76/1-2, 77/1-2, 78/1-2, 79/1-15, 80/1-2, 81/1-2, 82/1-2, 83/1-2, 84/1-2, 85/1-2, 86/1-2, 87/1-2, 88/1-2, 89/1-3, 90/1-3 Each | Blanket 3 |
| Pollutant Clean-up or Removal - Loc.#/Bldg.# 91/1-2, 92/1-2, 93/1-2, 94/1-2, 95/1-2, 96/1-2, 97/1-2, 98/1-2, 100/1-2, 101/1-2, 102/1-2, 104/1-2, 105/1-2, 106/1-2, 107/1-2, 116/1-6, 118/1-4 Each | Blanket 3 |
| Pollutant Clean-up or Removal - Loc.#/Bldg.# 41/1-2, 42/1-2, 43/1-2, 44/1-2, 45/1-2, 46/1-2, 49/1-2, 50/1-2, 51/1-2, 52/1-2, 55/1-2, 56/1-2, 57/1-2, 59/1-2, 60/1-3 Each | Blanket 3 |
| Premises Coverages - Machinery Breakdown | Included |
| Earthquake | |
| Policy Annual Aggregate Limit | \$1,000,000 |
| Earthquake - Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97 | |
| - Premises Annual Aggregate Limit | \$1,000,000 |
| - Per Occurrence Limit | \$1,000,000 |
| Earthquake - Premises 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 | |
| - Premises Annual Aggregate Limit | \$1,000,000 |

| Standard Coverages | Proposed |
|---|-------------|
| - Per Occurrence Limit | \$1,000,000 |
| Flood | |
| Policy Annual Aggregate Limit | \$1,000,000 |
| Flood - (Inundation, Back-up and Mud Flow Included) - Premises 8, 12, 13, 14, 17, 19, 20, 21, 22, 26, 27, 31, 43, 45, 52, 53, 55, 71, 73, 74, 81, 82, 91, 92, 96, 98, 100, 107, 110 | |
| - Premises Annual Aggregate Limit | \$1,000,000 |
| - Per Occurrence Limit | \$1,000,000 |
| Flood - (Inundation, Back-up and Mud Flow Included) - Premises 9, 10, 11, 15, 16, 29, 30, 46, 48, 49, 51, 59, 60, 66, 76, 78, 85, 94, 114, 118 | |
| - Premises Annual Aggregate Limit | \$1,000,000 |
| - Per Occurrence Limit | \$1,000,000 |
| Flood - (Inundation, Back-up and Mud Flow Included) - Premises 1, 2, 3, 4, 5, 6, 7, 18, 23, 24, 25, 28, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 47, 50, 54, 56, 57, 58, 61, 62, 63, 64, 65, 67, 68, 69, 70, 72, 75, 77, 79, 80, 83, 84, 86, 87, 88, 89, 90, 93, 95, 97, 99, 101, 102, 103, 104, 105, 106, 108, 109, 111, 112, 113, 115, 116, 117, 119, 120, 121 | |
| - Premises Annual Aggregate Limit | \$1,000,000 |
| - Per Occurrence Limit | \$1,000,000 |

| Additional Coverages | Proposed |
|--|-----------|
| The Information Shown Above Applies to: All Premises Coverages; All Additional Coverages; And Debris Removal Coverage, And all Premises, Unless Corresponding Specific Information is Shown as Applicable to a Specific Premises or Coverage - Extended Period | Unlimited |
| Additional Coverages – Specific Limits | |
| - Ocean Cargo - Goods in Transit | \$50,000 |
| - Personal Property in Transit | \$50,000 |
| Blanket Limit of Insurance - This Blanket Limit of Insurance Applies Separately at Each Covered Premises | |

| Additional Coverages | Proposed |
|---|-----------|
| - Accounts Receivable; Electronic Data Processing Property; Fine Arts; Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest; Leasehold Interest - Undamaged Tenant's Improvements & Betterments; Non-Owned Detached Trailers; Outdoor Trees, Shrubs, Plants or Lawns; Pair and Set; Personal Property of Employees; Public Safety Service Charges; Research and Development Property; Valuable Papers | \$250,000 |
| Additional Property Coverages | |
| Any Other Location for: | |
| - Accounts Receivable | \$50,000 |
| - Building Components | \$50,000 |
| - EDP Property | \$50,000 |
| - Fine Arts | \$50,000 |
| - Personal Property | \$50,000 |
| - R&D Property | \$50,000 |
| - Valuable Papers | \$50,000 |
| Debris Removal 25% of Direct Damage Loss, Plus: | |
| - Premises Shown in the Declarations | \$100,000 |
| - any Other Location | \$25,000 |
| - in Transit | \$25,000 |
| Deferred Payments | \$25,000 |
| Exhibition, Fair or Trade Show: | |
| - EDP Property | \$50,000 |
| - Fine Arts | \$50,000 |
| - Personal Property | \$50,000 |
| Extra Expense | \$100,000 |
| Fungus Clean-up or Removal | \$25,000 |
| Installation: | |
| - any Job Site | \$25,000 |
| - in Transit | \$25,000 |
| In Transit for: | |
| - Accounts Receivable | \$25,000 |
| - Building Components | \$25,000 |
| - EDP Property | \$50,000 |
| - Fine Arts | \$25,000 |
| - Personal Property | \$25,000 |
| - Valuable Papers | \$25,000 |
| Loss of Master Key | \$15,000 |
| Loss Prevention Expenses | \$15,000 |
| Mobile Communication Property | \$15,000 |

| Additional Coverages | Proposed |
|---|-------------|
| Money & Securities: | |
| - on Premises | \$15,000 |
| - off Premises | \$15,000 |
| Pollutant Cleanup or Removal | \$25,000 |
| Processing Water | \$10,000 |
| Preparation of Loss Fees | \$10,000 |
| Newly Acquired Premises or Newly Acquired or Constructed Property for 180 Days | |
| Building | \$2,500,000 |
| Personal Property | \$1,000,000 |
| Personal Property at Existing Premises | \$100,000 |
| EDP Equipment | \$1,000,000 |
| Electronic Data | \$50,000 |
| Communication Property | \$50,000 |
| Fine Arts | \$25,000 |

| Deductibles/SIR | Proposed |
|--|-----------|
| Deductible - The Information Shown Above Applies to: All Premises Coverages; All Additional Coverages; And Debris Removal Coverage, And all Premises, Unless Corresponding Specific Information is Shown as Applicable to a Specific Premises or Coverage - Deductible: | \$25,000 |
| Deductible - Earthquake - Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 | |
| Deductible - - Property Damage Per Premises/Per Occurrence Dollar Deductible | \$50,000 |
| Deductible - Flood | |
| Deductible - Flood - (Inundation, Back-up and Mud Flow Included) - Premises 8, 12, 13, 14, 17, 19, 20, 21, 22, 26, 27, 31, 43, 45, 52, 53, 55, 71, 73, 74, 81, 82, 91, 92, 96, 98, 100, 107, 110 | |
| Deductible - - Per Occurrence Waiting Period (Normal Business Hours) | 24 Hours |
| Deductible - - Per Occurrence Dollar Deductible | \$500,000 |
| Deductible - Flood - (Inundation, Back-up and Mud Flow Included) - Premises 9, 10, 11, 15, 16, 29, 30, 46, 48, 49, 51, 59, 60, 66, 76, 78, 85, 94, 114, 118 | |
| Deductible - - Per Occurrence Dollar Deductible | \$100,000 |

| Deductibles/SIR | Proposed |
|--|----------|
| Deductible - Flood - (Inundation, Back-up and Mud Flow Included) - Premises 1, 2, 3, 4, 5, 6, 7, 18, 23, 24, 25, 28, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 47, 50, 54, 56, 57, 58, 61, 62, 63, 64, 65, 67, 68, 69, 70, 72, 75, 77, 79, 80, 83, 84, 86, 87, 88, 89, 90, 93, 95, 97, 99, 101, 102, 103, 104, 105, 106, 108, 109, 111, 112, 113, 115, 116, 117, 119, 120, 121 | |
| Deductible - - Per Occurrence Dollar Deductible | \$50,000 |
| Deductible - Mobile Communication Property - Minimum Deductible | \$3,500 |
| Deductible - Earthquake - Premises 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 | |
| Deductible - - Property Damage Per Premises/Per Occurrence Dollar Deductible | \$50,000 |

| Valuations | Proposed |
|-------------------|--|
| Replacement Cost | Cost of Replacement at any Location; Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees; Research and Development Property if Repaired, Replaced or Reproduced; 24 Months to Decide to Repair or Replace |
| Actual Cash Value | Valuation on Tenants' I & B when not Replaced |
| Selling Price | Finished Stock and Sold Personal Property |

| Coinsurance | Proposed |
|---------------|---------------------|
| Agreed Amount | Co-Insurance Waived |

| Endorsements (including but not limited to) |
|---|
| Additional Peril-Earthquake Limit/Deductible or Waiting Period - 80-02-1303 03-19 |
| Additional Peril-Flood Limit/Deductible or Waiting Period Per Occurrence - 80-02-1428 03-19 |
| NY Mandatory - Special Provision Fungus - 80-02-5603 08-06 |
| Property Declarations - 80-02-0005 01-18 |
| New York Mandatory Declarations - 80-02-0023 04-94 |
| New York - Debris Removal Coverage Amended - 80-02-0088 06-20 |
| Malicious Program Exclusion-Elec Data LP Limit Del-NY - 80-02-0123 06-21 |
| Building and Personal Property - New York - 80-02-0144 09-21 |
| Extra Expense - New York - 80-02-0147 09-21 |
| Property Supplementary Declarations - 80-02-0210 01-15 |
| Property/Business Income Conditions & Definitions - NY - 80-02-0239 09-21 |
| Special Property and Business Income Deductible - 80-02-1359 06-05 |
| Cap on Certified Terrorism Losses (Selected Locs) - 80-02-1667 01-15 |
| Amended Conditions - New York Mandatory - 80-02-1933 01-16 |
| Ocean Cargo Coverage Added - 80-02-5407 03-19 |
| Errors in Systems Programming Exclusion Amended - 80-02-5698 09-22 |

| Endorsements (including but not limited to) |
|--|
| Important Notice-NY Loc Inspections - 99-10-0996 04-18 |
| New York Free Trade Zone - Notice - 10-02-0990 02-17 |
| How to Report a Loss - 80-02-9001 06-98 |
| Common Policy Conditions - 80-02-9090 06-05 |
| NY Mandatory - Cancellation and Non-Renewal - 80-02-9716 01-14 |
| Condition - Civil Unions or Domestic Partnerships - 80-02-9790 03-12 |
| Insuring Agreement - 80-02-9800 12-08 |
| Notice to Policyholders-Triptra - 99-10-0732 01-15 |
| Important Notice - OFAC - 99-10-0792 09-04 |
| AOD Policyholder Notice - 99-10-0872 06-07 |

| Exclusions (including but not limited to) |
|---|
| Earth Movement Exclusion |
| Flood Exclusion |
| Government Action Exclusion |
| War Exclusion |
| Nuclear Hazard, Power Failure |
| Virus, Bacteria or Microorganism Exclusion Added - 80-02-0191 04-22 |
| Exclusion for Certified Terrorism Losses/Premise - 80-02-1673 01-15 |

Perils Covered:

| Type | Description |
|---------------------|-------------|
| Special Form Perils | Applies |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---|
| <p>Total Premium Includes TRIA Premium of:</p> <ul style="list-style-type: none"> - Property - \$22,201 - *Ensuing Fire - \$4,250 - Machinery Breakdown - Included in Property <p>*If You Elect not to Purchase Coverage for Terrorism and Your Policy Provides Commercial Property Insurance in a Jurisdiction that Has a Statutory Standard Fire Policy, The Premium Shown Above for Ensuing Fire is the Amount Attributable to the Insurance Provided Pursuant to that Statutory Standard Fire Policy. This Coverage Cannot be Rejected</p> |

Refer SOV in Appendix

Package- Inland Marine (Scheduled Contractors' Equipment, Fine Arts, Scheduled Miscellaneous Articles)

| Carrier Information | Proposed |
|-----------------------|---|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Federal Insurance Company |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full payment due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|-------------------------------------|-------------|
| Premium | \$29,448.00 |
| Taxes [Including Subcoverages] | \$0.00 |
| Surcharges [Including Subcoverages] | \$0.00 |
| Fees [Including Subcoverages] | \$0.00 |

Package- Inland Marine - Scheduled Contractors' Equipment

| Premium & Exposures | Proposed |
|---------------------|-------------|
| Premium | \$23,185.00 |
| Minimum Type | None |

| Standard Coverages | Proposed |
|---|--------------|
| any one occurrence, not to exceed: | \$16,776,817 |
| on any one item - on file with agency and company | Per schedule |
| Rental Fees | \$25,000 |
| Leased/ Rented/ Borrowed Equipment from others | \$300,000 |
| Leased/Rented/LOANED Equipment to others | \$250,000 |
| Misc Unscheduled Equipment | \$250,000 |
| Employee clothing/tools | \$25,000 |

| Additional Coverages | Proposed |
|-----------------------|-----------|
| Waterborne Equipment: | \$250,000 |

| Deductibles/SIR | Proposed |
|---|----------|
| Deductible: | |
| -per occurrence | \$5,000 |
| -per occurrence Employee Tools/clothing | \$500 |
| -Rental Fees | 48 hours |

| Valuations | Proposed |
|------------------|----------|
| Replacement Cost | Applies |

| Coinsurance | Proposed |
|-------------|----------|
| | |

| Coinsurance | Proposed |
|---------------|---------------------|
| Agreed Amount | Co-Insurance Waived |

| Endorsements (including but not limited to) |
|---|
| Watercraft Endorsement - 04-02-0708 |

| Exclusions (including but not limited to) |
|---|
| Inland Marine - Cranes & Rigging Equipment |
| Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown |
| Equipment Floater - Pollution |
| Equipment Floater, EDP, Transit - War and Nuclear Hazard |
| Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence |
| Equipment Floater - Mold / Fungus |
| EDP - Utility Service Interruption |
| EDP - Expected or Intended Loss |
| EDP - Programming Errors |
| Transit - Government Authority Exclusion |

Perils Covered:

| Type | Description |
|---------------------|-------------|
| Special Form Perils | Applies |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---------------------------|
| Premium includes TRIA \$0 |

Unscheduled Equipment:

| Description | Maximum Item | Amount of Insurance | Coinsurance % |
|--------------------------------|--------------|---------------------|---------------|
| Contractors Equip; Ded \$500 | | \$5,000.00 | N/A |
| EDP: Ded \$10,000 | | | N/A |
| Leased Rented Equip;Ded \$1000 | | \$300,000.00 | N/A |
| Miscellaneous Prop;Ded \$1000 | 5,000 | \$400,000.00 | N/A |

Saratoga County Equipment Schedule – Per Schedule on File

Package- Inland Marine - Fine Arts

| Premium & Exposures | Proposed |
|---------------------|------------|
| Premium | \$1,223.00 |
| Exposure / TIV | \$200,000 |
| Rate | \$0.61 |
| Minimum Type | None |

| Standard Coverages | Proposed |
|----------------------------------|-----------|
| an One Occurrence not to exceed: | \$175,000 |

| Standard Coverages | Proposed |
|--|-----------------|
| 473 Broadway Saratoga Springs, NY 12866 | \$150,000 |
| Sterling Silver Service from USS Saratoga Caderas Patent | \$25,000 |
| any one item | As per schedule |
| Flood annual aggregate | Included |
| Earthquake annual aggregate | Included |

| Deductibles/SIR | Proposed |
|----------------------------|----------|
| Deductible: per occurrence | \$1,000 |

| Valuations | Proposed |
|------------------|----------|
| Replacement Cost | Applies |

| Coinsurance | Proposed |
|---------------|---------------------|
| Agreed Amount | Co-Insurance Waived |

| Exclusions (including but not limited to) |
|---|
| Inland Marine - Cranes & Rigging Equipment |
| Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown |
| Equipment Floater - Pollution |
| Equipment Floater, EDP, Transit - War and Nuclear Hazard |
| Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence |
| Equipment Floater - Mold / Fungus |
| EDP - Utility Service Interruption |
| EDP - Expected or Intended Loss |
| EDP - Programming Errors |
| Transit - Government Authority Exclusion |

Perils Covered:

| Type | Description |
|---------------------|-------------|
| Special Form Perils | Applies |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---|
| *Portion of Policy Premium attributable for terrorism and statutory standard fire where applicable is \$16. |

Package- Inland Marine - Scheduled Miscellaneous Articles

| Premium & Exposures | Proposed |
|---------------------|------------|
| Premium | \$5,040.00 |
| Minimum Type | None |

| Standard Coverages | Proposed |
|--------------------|----------|
|--------------------|----------|

| Standard Coverages | Proposed |
|--|--------------|
| any one occurrence, not to exceed the values scheduled on file with Agency and Chubb Insurance | \$3,646,202 |
| on any one item | Per Schedule |
| Miscellaneous Unscheduled Property - not to exceed a limit of \$5,000 per item | \$400,000 |
| Earthquake annual aggregate | Included |
| Flood annual aggregate | Included |

| Deductibles/SIR | Proposed |
|--|----------|
| Deductible: per occurrence | \$5,000 |
| Deductible: Miscellaneous unscheduled property | \$1,000 |

| Valuations | Proposed |
|------------------|----------|
| Replacement Cost | Applies |

| Coinsurance | Proposed |
|---------------|---------------------|
| Agreed Amount | Co-Insurance Waived |

| Exclusions (including but not limited to) |
|---|
| Inland Marine - Cranes & Rigging Equipment |
| Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown |
| Equipment Floater - Pollution |
| Equipment Floater, EDP, Transit - War and Nuclear Hazard |
| Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence |
| Equipment Floater - Mold / Fungus |
| EDP - Utility Service Interruption |
| EDP - Expected or Intended Loss |
| EDP - Programming Errors |
| Transit - Government Authority Exclusion |

Perils Covered:

| Type | Description |
|---------------------|-------------|
| Special Form Perils | Applies |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---|
| *Portion of Policy Premium attributable for terrorism and statutory standard fire where applicable is \$1,978 |

General Liability (General Liability)

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|-------------------------------------|--------------|
| Premium | \$111,650.00 |
| Taxes [Including Subcoverages] | \$0.00 |
| Surcharges [Including Subcoverages] | \$0.00 |
| Fees [Including Subcoverages] | \$0.00 |

General Liability - General Liability

| Premium & Exposures | Proposed |
|---------------------|--------------|
| Premium | \$111,650.00 |
| Minimum Type | None |

| Standard Coverages | Proposed |
|--|-------------|
| General Aggregate Limit | \$3,000,000 |
| Products/Completed Operations Aggregate Limit | \$3,000,000 |
| Personal and Advertising Injury Liability Any One Person or Organization Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Damage to Premises Rented to You Limit (Any One Premises) | \$1,000,000 |
| Medical Expense Limit (Any One Person) | Excluded |
| Sewage Back-Up Limit | \$1,000,000 |
| Abuse or Molestation Aggregate Limit | \$2,000,000 |
| Each Abuse or Molestation Offense Limit | \$1,000,000 |
| Employee Benefit Liability | |
| - Aggregate Limit | \$3,000,000 |
| - Each Employee Limit | \$1,000,000 |

| Deductibles/SIR | Proposed |
|--|----------|
| Deductible : Each Occurrence (Bodily Injury/Property Damage) (Loss Only) | \$50,000 |
| Deductible: Personal Injury/Advertising Injury (Each Person or Organization) (Loss Only) | \$50,000 |
| Deductible: Each Occurrence - Sewer Back Up (Bodily Injury/Property Damage) (Loss Only) | \$50,000 |
| Deductible: Employee Benefit Liability - Each Employee (Loss Only) | \$1,000 |

| Defense Limitations | Proposed |
|---------------------|--|
| General Liability | Defense Costs Outside the Limit of Liability |

| Form Type | Proposed |
|-----------|--|
| Form Type | General Liability - Occurrence, Employee Benefit Liability - Claims Made |

| Definition Of Claim: |
|----------------------|
| Refer to Policy Form |

| Run Off Provisions: |
|----------------------|
| Refer to Policy Form |

| Incident/Claim Reporting Provision: |
|-------------------------------------|
| Refer to Policy Form |

| Claims Made Disclaimer: |
|--|
| Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions. |

| Endorsements (including but not limited to) |
|---|
| Xtend Endorsement for Public Entities |
| Mobile Equipment Redefined - Public Entities |
| Amendment - Pollution Exclusion |
| Cap on Losses from Certified Acts of Terrorism |
| Failure to Supply - Limited Coverage |
| Amendment of Intellectual Property Exclusion |
| Amendment of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions |
| Amendment of Contractual Liability Exclusion - Exception for Damages Assumed in an Insured Contract Applies Only to Named Insured |

| Exclusions (including but not limited to) |
|---|
| General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion |
| General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations |
| General Liability - Employment Related Practices Exclusion |
| General Liability - Liquor Liability Exclusion |
| General Liability - Aircraft Products Exclusion |
| General Liability - Professional Liability Exclusion |
| General Liability - Real Property in Your Care, Custody, and Control Exclusion |
| General Liability - Absolute Asbestos Exclusion |
| General Liability - Absolute Lead Exclusion |

| Exclusions (including but not limited to) |
|---|
| General Liability - War and Nuclear Hazard |
| General Liability - Mold / Fungus |
| EBL - Dishonest, fraudulent, criminal or malicious act or omission |
| EBL - Bodily Injury or Property Damage or Personal Injury |
| EBL - Failure of performance of contract |
| EBL - Failure of any investment to perform as represented by you |
| EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits |
| EBL - Wrongful termination of an employee |
| EBL - Coercion, demotion, reassignment, discipline or harassment of an employee |
| EBL - Discrimination against an employee |
| General Liability - Exclusion - Designated Activities Or Operations |
| General Liability - Exclusion - PFAS |
| General Liability - Exclusion - Injury to Volunteer Firefighters |
| General Liability - Exclusion - Law Enforcement Activities or Operations |
| General Liability - Coverage C - Medical Payments Exclusion |
| General Liability - Exclusion - Employees and Volunteer Workers as Insureds for Certain Bodily Injury, Personal Injury and Property Damage |
| General Liability - Exclusion - Public use of Private Property |
| General Liability - Exclusion - Discrimination |
| General Liability - Exclusion - Professional Health Care Services - Public Entities |
| General Liability - Exclusion - Violation of Consumer Financial Protection Laws |
| General Liability - Exclusion - Lead |
| General Liability - Exclusion - Nuclear Energy Liability |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---|
| Premium Includes Employee Benefits Liability Premium \$350 |
| TRIA Premium included |
| Claim Fund is increasing from \$35,000 to \$45,000, so an additional \$10,000 will be due |

Public Entity Management Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|-------------|
| Premium | \$46,610.00 |
| Minimum Type | None |
| Estimated Cost | \$46,610.00 |

| Standard Coverages | Proposed |
|--|-------------|
| Public Entity Management Liability - Aggregate Limit | \$1,000,000 |
| Public Entity Management Liability - Each Wrongful Act Limit | \$1,000,000 |

| Additional Coverages | Proposed |
|--|----------|
| Defense Expenses Payment Limit - Aggregate | \$50,000 |
| Defense Expenses Payment Limit - Each Wrongful Act | \$50,000 |
| Injunctive Relief Each Wrongful Act Participation Amount | 10% |

| Deductibles/SIR | Proposed |
|---|-----------|
| Deductible - Public Entity Management Liability - Each Wrongful Act Deductible - Damages Only | \$100,000 |

| Defense Limitations | Proposed |
|----------------------|---------------------------------|
| Management Liability | Defense payment Limit: \$50,000 |

| Form Type | Proposed |
|------------------|-------------|
| Form Type | Claims Made |
| Retroactive Date | 05/08/1987 |

| Definition Of Claim: |
|----------------------|
| Refer To Policy form |

| Run Off Provisions: |
|----------------------|
| Refer To Policy form |

| Incident/Claim Reporting Provision: |
|-------------------------------------|
| Refer To Policy form |

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

- Amendment Of Joint Powers Authority Definition
- Cap On Losses From Certified Acts Of Terrorism
- Amendment Of Network And Information Security Wrongful Act Definition
- Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
- Amendment Of Law Enforcement Activities Or Operations Definition

Exclusions (including but not limited to)

- Exclusion - PFAS
- The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required
- Airport - No
- Health Care Facilities: Clinics - No
- Health Care Facilities: Hospital - Yes
- Health Care Facilities: Blood Banks - Yes
- Health Care Facilities: Nursing Homes - Yes
- Health Care Facilities: Rehabilitation Facilities - Yes
- Port Authorities - Yes
- Transit Authorities - Yes
- Gas Utilities - Yes
- Electric Utilities - Yes
- Housing Authorities - Yes
- Schools or School Districts - Yes
- Joint Powers Authority - Yes

Other Significant Terms and Conditions/Restrictions:

| Description |
|--|
| <p>Claim Fund - Amount: Amount Required for ALL Policy Years - \$35,000 Currently Holding for Historical Policy Years - \$25,000 Additional or (Return) Amount Due \$0 Total Claim Fund Due or (Return) - \$10,000 The claim fund is due within 30 days of billing A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.</p> |

Other Significant Terms and Conditions/Restrictions:

| <i>Description</i> |
|--|
| Amendment Of Coverage - Designated Boards, Commissions, Or Governmental Units Or Departments |
| Defense Expenses Payment For Injunctive Relief Suits - New York |

Public Entity Employment-Related Practices Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|-------------|
| Premium | \$35,577.00 |
| Minimum Type | None |
| Estimated Cost | \$35,577.00 |

| Standard Coverages | Proposed |
|--|-------------|
| Employment Practices Liability - Aggregate Limit | \$1,000,000 |
| Employment Practices Liability - Each Wrongful Employment Practice Offense Limit | \$1,000,000 |

| Additional Coverages | Proposed |
|-----------------------------------|-----------|
| Workplace Violence Expenses Limit | \$250,000 |

| Deductibles/SIR | Proposed |
|---|-----------|
| Deductible - Employment Practices Liability - Each Wrongful Act Deductible - Damages Only | \$100,000 |

| Defense Limitations | Proposed |
|---|---|
| Employment Practices Liability: Defense/ Applies/ Other | Defense expenses are payable within the limits of Insurance |

| Form Type | Proposed |
|------------------|-------------|
| Form Type | Claims Made |
| Retroactive Date | 05/08/1987 |

| Definition Of Claim: |
|----------------------|
| Refer To Policy form |

| Run Off Provisions: |
|----------------------|
| Refer To Policy form |

| Incident/Claim Reporting Provision: |
|-------------------------------------|
| Refer To Policy form |

| Claims Made Disclaimer: |
|-------------------------|
| |

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

- Amendment Of Joint Powers Authority Definition
- Cap On Losses From Certified Acts Of Terrorism
- Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Exclusions (including but not limited to)

Exclusion - Other Employment Laws
 The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

- Airport - No
- Health Care Facilities: Clinics - No
- Health Care Facilities: Hospital - Yes
- Health Care Facilities: Blood Banks - Yes
- Health Care Facilities: Nursing Homes - Yes
- Health Care Facilities: Rehabilitation Facilities - Yes
- Port Authorities - Yes
- Transit Authorities - Yes
- Gas Utilities - Yes
- Electric Utilities - Yes
- Housing Authorities - Yes
- Schools or School Districts - Yes
- Joint Powers Authority - Yes

Other Significant Terms and Conditions/Restrictions:

Description

Claim Fund - Amount:
 Amount Required for ALL Policy Years - \$35,000
 Currently Holding for Historical Policy Years - \$25,000
 Additional or (Return) Amount Due \$0
 Total Claim Fund Due or (Return) - \$10,000
 The claim fund is due within 30 days of billing.
 A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.

Workplace Violence Expenses Coverage

Amendment Of Coverage - Designated Boards, Commissions, Or Governmental Units Or Departments

Law Enforcement Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|--------------|
| Premium | \$128,620.00 |
| Minimum Type | None |
| Estimated Cost | \$128,620.00 |

| Standard Coverages | Proposed |
|--|-------------|
| Law Enforcement Liability: Aggregate Limit | \$1,000,000 |
| Law Enforcement Liability: Each Wrongful Act Limit | \$1,000,000 |

| Deductibles/SIR | Proposed |
|--|-----------|
| Law Enforcement Liability: Each Wrongful Act Deductible - Damages Only | \$100,000 |

| Defense Limitations | Proposed |
|---------------------------|--|
| Law Enforcement Liability | Defense Costs are Outside the Limit of Liability |

| Form Type | Proposed |
|-----------|------------|
| Form Type | Occurrence |

| Endorsements (including but not limited to) |
|---|
| Cap On Losses From Certified Acts Of Terrorism |
| Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions |
| Amendment Of Law Enforcement Activities Or Operations |

| Exclusions (including but not limited to) |
|--|
| Exclusion - PFAS |
| Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws |

Other Significant Terms and Conditions/Restrictions:

| Description |
|---|
| The claim fund is due within 30 days of billing. |
| A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the liability deductible (General Liability, Auto Liability, Law Enforcement Liability, Public Entity Management, and/or Public Entity Employment-Related Practices Liability) is \$50,000 or greater. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill. |

Other Significant Terms and Conditions/Restrictions:

| <i>Description</i> |
|--|
| Claim Fund - Amount: |
| Amount Required for ALL Policy Years - \$35,000 |
| Currently Holding for Historical Policy Years - \$25,000 |
| Additional or (Return) Amount Due \$0 |
| Total Claim Fund Due or (Return) - \$10,000 |
| Professional Health Care Services Liability Coverage - Jail Nurses |

Automobile Including Garagekeepers

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|-----------------|
| Premium | \$240,305.00 |
| New York DMV Fees | \$2,700.00 |
| TRIA | Included |
| Minimum Type | Minimum Premium |
| Minimum Amount | \$5,000.00 |
| Minimum Amount Text | |
| Estimated Cost | \$243,005.00 |

| Standard Coverages (Symbol) | Proposed |
|---|--------------------------------------|
| Liability (1 only) | \$1,000,000 |
| Personal Injury Protection (5 only) | Included |
| Additional PIP | \$100,000 |
| Optional Basic Economic Loss | Included |
| Uninsured/Underinsured Motorist (2 only) | \$1,000,000 |
| Comprehensive (2, 8) | Actual Cash Value/Agreed Value |
| Collision (2, 8) | Actual Cash Value/Agreed Value |
| Garagekeepers Legal Liability Locations: 3010 County Farm Road, 11 Route 4&32, 4360 South Shore Road: | |
| - Comprehensive | \$50,000 |
| - Collision | \$50,000 |
| Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision | Covered |
| Rental Reimbursement Coverage | \$40 Per Day Max 30 Days - PPTS Only |

| Additional Coverages | Proposed |
|---|-----------|
| Additional Personal Injury Protection - New York: | |
| Total Additional PIP Limits | \$100,000 |
| Monthly Work Loss | \$2,000 |
| Other Expenses Per Day | \$25 |

| Deductibles/SIR | Proposed |
|---|----------|
| Deductible: Auto Liability (Bodily Injury/Property Damage) The following each accident deductibles (Loss Only) apply: | \$50,000 |

| Deductibles/SIR | Proposed |
|--|-----------------|
| Deductible: Garagekeepers Legal Liability Locations: 3010 County Farm Road, 11 Route 4&32, 4360 South Shore Road: Comprehensive | \$500/\$2500 |
| Deductible: Garagekeepers Legal Liability Locations: 3010 County Farm Road, 11 Route 4&32, 4360 South Shore Road: Collision | \$500 |
| Deductible: Hired Auto Physical Damage-Loss Of Use-Comprehensive | \$500 |
| Deductible: Hired Auto Physical Damage-Loss Of Use-Collision | \$500 |
| Deductible: Physical Damage | \$2,500/\$5,000 |

| Endorsements (including but not limited to) |
|--|
| Amendment Of Bodily Injury Definition |
| Public Entity Auto Extension |
| Professional Services Not Covered |
| Amendment Of Employee Definition |
| Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions |

| Exclusions (including but not limited to) |
|---|
| Excluded Drivers |
| Expected or Intended Injury |
| Contractual |
| Workers' Compensation |
| Employers' Liability |
| Property Damage to Property Owned or Transported by you |
| Pollution |
| Other standard policy exclusions apply |
| Terrorism |
| Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded |

Subject to Audit: Composite Rated

Auditable Exposures:

| Description | Exposure |
|--|-------------|
| Number of autos, excluding trailers: Composite Rates- \$458.00 Liability, .062 Comprehensive, .077 Collision | 434 |
| Number of trailers | 54 |
| Comprehensive Actual Cash Value | 308 - Units |
| Comprehensive Actual Cash Value | 156 - Units |
| Comprehensive Agreed Value | 22 - Units |
| Comprehensive Agreed Value | 2 - Units |
| Collision Actual Cash Value | 308 - Units |
| Collision Actual Cash Value | 156 - Units |
| Collision Agreed Value | 22 - Units |
| Collision Agreed Value | 2 - Units |

Covered Autos:

| Symbol | Symbol Name | Description of Covered Auto Designation Symbols |
|--------|--|--|
| 1 | Any Auto | |
| 2 | Owned Autos Only | Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger Autos Only | Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins. |
| 4 | Owned Autos Other Than Private Passenger Autos Only | Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned Autos Subject To No-Fault | Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned Autos Subject To A Compulsory Uninsured Motorists Law | Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement. |
| 7 | Specifically Described Autos | Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three). |
| 8 | Hired Autos Only | Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Nonowned Autos Only | Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs. |
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |

Vehicle List: Per Schedule on File

| | | | | | | |
|----------------|---|---------------------------|------------------------------|---|-------------|---------------------|
| Radius: | 1 | Local 0-50 miles | Gross Vehicle Weight: | L | Light | 10,000 lbs. or less |
| | 2 | Intermediate 50-200 miles | | M | Medium | 10,001-20,000 |
| | 3 | Over 200 miles | | H | Heavy | 20,001-45,000 |
| | | | | X | Extra Heavy | Over 45,000 lbs. |

Drivers: Per Schedule on file

Owners and Contractors Protective Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Property Casualty Co of America |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|----------|
| Premium | \$750.00 |
| TRIA | Included |
| Minimum Type | None |
| Estimated Cost | \$750.00 |

| Standard Coverages | Proposed |
|----------------------------------|-------------|
| Aggregate Limit | \$2,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Existence Hazard Aggregate Limit | \$2,000,000 |

| Deductibles/SIR | Proposed |
|-----------------------------------|----------|
| Owners and Contractors Protective | None |

| Defense Limitations | Proposed |
|-----------------------------------|--|
| Owners and Contractors Protective | Defense Costs outside the Limit of Liability |

| Form Type | Proposed |
|-----------|---|
| Form Type | Owners and Contractors Protective Liability - |

| Endorsements (including but not limited to) |
|--|
| ISO Owners and Contractors Protective Liability Coverage Form |
| NY Changes-Ref to Superintendent and Ins Dept - IL F1 01 05 20 |
| Common Declaration - IL T0 02 11 89 |
| Location Schedule - IL T0 03 04 96 |
| Federal Terrorism Risk Ins Act Disclosure - IL T3 68 01 21 |
| Execution Clause - IL T3 83 09 06 |
| Amendment Common Policy Condition-Prohibited Coverage - IL T4 12 03 15 |
| Cap on Losses from Cert Acts of Terrorism - IL T4 14 01 21 |
| Named Insured Endorsement - IL T8 00 01 00 |
| Notice Independent Agent and Broker Compensation - PN T4 54 01 08 |
| Special Protective & Highway Liability-NY Dot - CG 00 14 04 13 |
| New York Changes- Premium Audit - CG 01 05 12 01 |
| NY Changes-Transfer of Duties - CG 26 36 12 93 |
| NY Changes - Cancellation and Nonrenewal - CG 28 67 01 14 |
| State of NY Permits on State Highways - CG F1 02 06 05 |

| Endorsements (including but not limited to) |
|---|
| Amendment - Pollution Exclusion - CG F2 86 02 19 |
| Declarations Premium Schedule - CG T0 07 09 87 |
| Key to Declarations Premium Schedule - CG T0 08 11 03 |
| Special Protective and Highway Liability Declaration - CG T0 18 11 03 |
| Table of Contents - NY Special Highway - CG T0 37 02 19 |

| Exclusions (including but not limited to) |
|---|
| Nuclear Energy Liability Exclusion Endorsement - IL 00 23 07 02 |
| Exclusion-Access or Disclosure of Confidential/Personal Info - CG D7 55 01 15 |
| Exclusion - Asbestos - CG T4 78 02 19 |

Public Health General Liability including Professional Liability

| Carrier Information | Proposed |
|-----------------------|---|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Allied World Surplus Lines Insurance Company |
| A.M. Best Rating | A XV |
| Admitted/Non-Admitted | Non-Admitted |
| Payment Plan | Full Annual Premium due 25 Days from effective date of policy |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|------------------------|
| Premium | \$109,705.00 |
| NY State Tax | \$3,949.38 |
| Stamping Fee | \$164.56 |
| Minimum Type | Minimum Earned Premium |
| Minimum Amount | 25.00% |
| Minimum Amount Text | |
| Estimated Cost | \$113,818.94 |

| Standard Coverages | Proposed |
|--|-------------------------|
| Professional Liability - | |
| Per Claim/Aggregate Limit | \$1,000,000/\$3,000,000 |
| General Liability Limits of Liability - | |
| Bodily Injury & Property Damage Limit: | \$1,000,000 |
| Personal & Advertising Injury Limit: | \$1,000,000 |
| Fire Hazard Limit: | \$50,000 |
| Aggregate Limit: | \$3,000,000 |
| Sexual Misconduct - | |
| Per Claim/Aggregate Limit | \$1,000,000/\$1,000,000 |

| Additional Coverages | Proposed |
|--|-------------------|
| Disciplinary Proceedings Limit: | \$25,000/\$75,000 |
| Disciplinary Proceedings Deductible: | \$1,000 |
| Lost Earnings Per Claim Per Day For Physicians Limit: | \$2,500 |
| Lost Earnings Per Claim Per Day For Other Insureds Limit: | \$500 |
| Lost Earnings Per Claim Aggregate Limit: | \$5,000 |
| Lost Earnings Aggregate Limit: | \$10,000 |
| Medical Payments Limit: | \$10,000 |
| Maximum Aggregate Limit of Liability for all Insuring Agreements | \$7,000,000 |
| HIPAA Endorsement with Sublimit | Included |

| Optional Coverages | Proposed |
|--------------------|----------|
|--------------------|----------|

| Optional Coverages | Proposed |
|--|------------------|
| Option 1 - Policy - Miscellaneous Medical Facilities (Premium: \$108,211.25) | \$10k deductible |
| Option 2 - Policy - Miscellaneous Medical Facilities (Premium: \$100,160.25) | \$25k deductible |

| Deductibles/SIR | Proposed |
|--|----------|
| Deductible - Professional Liability/ General Liability | \$0 |

| Defense Limitations | Proposed |
|---|---|
| Policy - Miscellaneous Medical Facilities | Defense Outside the Limits of Liability |

| Form Type | Proposed |
|------------------|---|
| Form Type | General Liability Limits of Liability - Occurrence, Professional Liability, Sexual Misconduct - Claims Made |
| Retroactive Date | Professional Liability - 05/08/1987, Sexual Misconduct - 05/08/1987 |

| Definition Of Claim: |
|-------------------------------|
| Refer To Attached Policy Form |

| Run Off Provisions: |
|-------------------------------|
| Refer To Attached Policy Form |

| Incident/Claim Reporting Provision: |
|-------------------------------------|
| Refer To Attached Policy Form |

| Claims Made Disclaimer: |
|--|
| Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions. |

| Endorsements (including but not limited to) |
|---|
| Policy - Miscellaneous Medical Facilities - MMFO 00002 00 (04/19) |
| Delete Insuring Agreement(s) (per expiring) - MMFB 00012 00 (04/19) |
| Specific Insureds Shared Limits and Deductibles (per expiring) - MMFB 00019 00 (04/19) |
| Coverage for Patient Care By Medical Directors Sublimit (per expiring) - MMFB 00023 00 (04/19) |
| Limited Coverage for HIPAA/Confidentiality Claims Subject to Sublimit (per expiring) - MMFB 00035 00 (04/19) |
| Additional Coverages: Disciplinary Proceedings Lost Earnings and Medical Payments Coverage (per expiring) - MMFB 00053 00 (04/19) |
| Additional Insureds Lessors, Creditors and Landlords (per expiring) - MMFB 00054 00 (04/19) |
| Sexual Misconduct Liability Loss and Defense Expenses - MMFO 00005 00 (04/19) |
| Service Of Suit - SVC 00010 00 (04/16)(AWSLIC) |

Endorsements (including but not limited to)

Manu A - Coverage Only for Healthcare Prof. Services Provided by (fill-in) (per expiring)

Incident Sensitive Form

Exclusions (including but not limited to)

General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion

General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations

General Liability - Employment Related Practices Exclusion

General Liability - Liquor Liability Exclusion

General Liability - Aircraft Products Exclusion

General Liability - Professional Liability Exclusion

General Liability - Real Property in Your Care, Custody, and Control Exclusion

General Liability - Absolute Asbestos Exclusion

General Liability - Absolute Lead Exclusion

General Liability - War and Nuclear Hazard

General Liability - Mold / Fungus

General Liability - Nuclear Energy Liability Exclusion - MMFB 00071 00 (04/19)

General Liability - Manu B - Products-Completed Operations Hazard (Product Liability) Exclusion (per expiring)

Other Significant Terms and Conditions/Restrictions:

Description

Extended Reporting Period:

To be determined at time of election

Coverage for Patient Care by Medical Directors is Covered.

Umbrella

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Indemnity Company |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|--------------|
| Premium | \$123,500.00 |
| TRIA | Included |
| Minimum Type | None |
| Estimated Cost | \$123,500.00 |

| Standard Coverages | Proposed |
|---|--------------|
| General Aggregate Limit | \$10,000,000 |
| Products – Completed Operations Aggregate Limit | \$10,000,000 |
| Occurrence Limit | \$10,000,000 |
| Crisis Management Service Expenses Limit | \$50,000 |

| Deductibles/SIR | Proposed |
|--|----------|
| Self Insured Retention Any One Occurrence or Event | \$10,000 |

| Defense Limitations | Proposed |
|---------------------|---|
| Umbrella Liability | Defense Costs outside of the Limit of Liability |

| Form Type | Proposed |
|-----------|------------|
| Form Type | Occurrence |

| Endorsements (including but not limited to) |
|---|
| Policy Declarations - Excess Follow-Form And Umbrella Liability |
| Schedule Of Underlying Insurance |
| Coverage For Financial Interest In Foreign Insured Organizations |
| Amendment Of Coverage - Definitions |
| Follow-Form Limitation -Coverage B |
| Amendment Of Underlying Insurance Definition |
| Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B |

| Exclusions (including but not limited to) |
|---|
| Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws |
| Pollution (Hostile Fire Exception) |
| Asbestos |

| Exclusions (including but not limited to) |
|---|
| Physical Damage to Property in Insured's Care, Custody, or Control |
| Auto First-party Coverage |
| Pollution (Auto) |
| Products Recall |
| Employment Related Practices Exclusion |
| Total Pollution Exclusion |
| Professional Liability Exclusion |
| Retained Limit |
| PFAS Exclusion - Coverages A And B |
| Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States |
| Intellectual Property Exclusion - Coverage B |
| Failure To Supply Exclusion - Coverages A And B |
| Mobile Equipment Racing Exclusion - Coverage B |
| Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B |
| Public Use Of Private Property Exclusion - Coverages A And B |
| Watercraft Liability Exclusion - Coverage B |
| Discrimination Exclusion - Coverage B |
| Injury To Volunteer Firefighters Exclusion - Coverage B |
| Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A |
| Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B |
| Designated Activities Or Operations Exclusion - Coverage B |
| Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception |
| Damage To Property Exclusion - Coverage A |
| Law Enforcement Activities Or Operations Exclusion - Coverage B |
| Lead Exclusion - Coverage B |

Underlying Policies:

| Coverage | Description | Limit | Carrier Name | Effective Date | Expiration Date |
|--|-------------|-------------|-------------------------|----------------|-----------------|
| General Liability Limit | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |
| Employee Benefits Liability | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |
| Auto Liability | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |
| Law Enforcement Liability | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |
| Public Entity Management Liability | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |
| Public Entity Employment-Related Practices Liability | Limit | \$1,000,000 | Travelers Companies Inc | 5/8/2024 | 5/8/2025 |

Public Health- Excess Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Allied World National Assurance Company |
| A.M. Best Rating | A XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|------------------------|
| Premium | \$57,220.00 |
| NY State Tax | \$2,059.92 |
| Stamping Fee | \$85.83 |
| Minimum Type | Minimum Earned Premium |
| Minimum Amount | 25.00% |
| Minimum Amount Text | |
| Estimated Cost | \$59,365.75 |

| Standard Coverages | Proposed |
|---|-------------|
| Health Care Excess and Umbrella Liability Insurance Policy - | |
| I.A. Medical Professional Specific Loss Limit | \$5,000,000 |
| I.A. Medical Professional Aggregate Limit | \$5,000,000 |
| I.B. General Liability and all Other Coverages Specific Loss Limit | \$5,000,000 |
| 1.B. General Liability and all Other Coverages Aggregate Loss Limit | \$5,000,000 |
| Policy Aggregate Limit | \$5,000,000 |

| Deductibles/SIR | Proposed |
|---|----------|
| Retention - Insuring Agreement I.A. Medical Professional Liability | N/A |
| Retention - Insuring Agreement I.B. General Liability and all Other | N/A |

| Defense Limitations | Proposed |
|---------------------|--|
| Excess Liability | Defense Costs outside the Limit of Liability |

| Form Type | Proposed |
|------------------|--|
| Form Type | Health Care Excess and Umbrella Liability Insurance - Occurrence, Insuring Agreement I.A. Medical Professional Liability - Claims Made |
| Retroactive Date | Insuring Agreement I.A. Medical Professional Liability - 05/08/1987 |

| Definition Of Claim: |
|-------------------------------|
| Refer To Attached Policy Form |

Run Off Provisions:

Refer To Attached Policy Form

Incident/Claim Reporting Provision:

Refer To Attached Policy Form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

MED-UMB 00004 00

Trade and Economic Sanctions - IL 00052 00 (04/22)

Not Excess Over Sublimited Coverage and Specific Coverages - MED-UMB 00012 00 (10/2018)

Service of Suit - SVC 00012 00 (11/12)

Manu A - Coverage Only for Healthcare Prof. Services Provided by (fill-in) (per expiring)

Exclusions (including but not limited to)

Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws

Pollution (Hostile Fire Exception)

Asbestos

Physical Damage to Property in Insured's Care, Custody, or Control

Auto First-party Coverage

Pollution (Auto)

Products Recall

Employment Related Practices Exclusion

Total Pollution Exclusion

Professional Liability Exclusion

Retained Limit

Nuclear Energy Liability Exclusion - MED 00058 00 (05/2014)

Manu B - Products-Completed Operations Hazard (Product Liability) Exclusion

Underlying Policies:

| Coverage | Description | Limit | Carrier Name | Effective Date | Expiration Date |
|--------------------------------|--------------------|--------------------------|--|----------------|-----------------|
| Professional Liability | Limit of Liability | \$1,000,000 /\$3,000,000 | Allied World Surplus Lines Insurance Company | 5/8/2024 | 5/8/2025 |
| General Liability - Occurrence | Limit of Liability | \$1,000,000 /\$3,000,000 | Allied World Surplus Lines Insurance Company | 5/8/2024 | 5/8/2025 |

Crime

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Travelers Casualty and Surety Co of America |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|------------|
| Premium | \$9,354.00 |
| Minimum Type | None |
| Estimated Cost | \$9,354.00 |

| Standard Coverages | Proposed |
|---|-------------|
| Crime Coverages: | - |
| A – Fidelity | - |
| 1. Employee Theft - Single Loss | \$4,000,000 |
| Faithful Performance of Duty - sublimit | \$1,000,000 |
| B - Forgery or Alteration - Single Loss | \$100,000 |
| C - On Premises - Single Loss | \$550,000 |
| D - In Transit - Single Loss | \$550,000 |
| E - Money Orders and Counterfeit Money - Single Loss | \$75,000 |
| F - Computer Crime | - |
| 1. Computer Fraud - Single Loss | \$4,000,000 |
| G - Funds Transfer Fraud - Single Loss | \$4,000,000 |
| H - Personal Accounts Protection | - |
| 2. Identity Fraud Expense Reimbursement - Single Loss | \$25,000 |
| I - Claim Expense - Single Loss | \$5,000 |
| Social Engineering - Single Loss | \$100,000 |
| Telecommunication Fraud - Single Loss | \$100,000 |

| Deductibles/SIR | Proposed |
|--|----------|
| Retention - Crime Coverages: | - |
| Retention - A - Employee Theft - Single Loss | \$40,000 |
| Retention - B - Forgery or Alteration - Single Loss | \$2,500 |
| Retention - C - On Premises - Single Loss | \$10,000 |
| Retention - D - In Transit - Single Loss | \$10,000 |
| Retention - E - Money Orders and Counterfeit Money - Single Loss | \$2,500 |
| Retention - F - Computer Crime | - |
| Retention - 1. Computer Fraud - Single Loss | \$40,000 |

| Deductibles/SIR | Proposed |
|--|----------|
| Retention - G - Funds Transfer Fraud - Single Loss | \$40,000 |
| Retention - H - Personal Accounts Protection - Single Loss | None |
| Retention - I - Claim Expense - Single Loss | None |
| Social Engineering - Single Loss | \$5,000 |
| Telecommunications Fraud - Single Loss | \$5,000 |

| Form Type | Proposed |
|-----------|----------|
| Form Type | Crime |

| Endorsements (including but not limited to) |
|---|
| Crime Declarations Page - CRI-2001-0109 |
| Crime Policy Form - CRI-3001-0109 |
| Removal of Short-Rate Cancellation Endorsement - ACF-7006-0511 |
| New York Insurance Regulation 209 Endorsement - CRI-17001-0317 |
| Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition - CRI-19072-0315 |
| Social Engineering Fraud Insuring Agreement Endorsement - CRI-19085-0919 |
| Amendatory Endorsement for Certain ERISA Considerations - CRI-19101-1117 |
| Telecommunication Fraud Insuring Agreement Endorsement - CRI-19115-0519 |
| Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement - CRI-19122-1120 |
| New York Cancellation or Termination Endorsement - CRI-5033-0613 |
| Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors - CRI-7129-0109 |
| Government Entity Crime - Specified Limit for Faithful Performance of Duty Endorsement - CRI-7130-0109 |

| Exclusions (including but not limited to) |
|--|
| Third Party Employee Dishonesty |
| Government Action Exclusion |
| Accounting or Arithmetic Errors |
| Voluntary Parting of Property |
| Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records |
| Any theft or criminal act committed by a partner of the insured |
| Employee Dishonesty (does not apply to Employee Theft Coverage) |

Veterinarian Professional Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Evanston Insurance Company |
| A.M. Best Rating | A XV |
| Admitted/Non-Admitted | Non-Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|----------------------|------------------------|
| Premium | \$5,111.00 |
| Surplus Lines Tax | \$184.00 |
| Stamping Fee | \$7.67 |
| - Amwins Service Fee | \$200.00 |
| Minimum Type | Minimum Earned Premium |
| Minimum Amount | 25.00% |
| Minimum Amount Text | |
| Estimated Cost | \$5,502.67 |

| Standard Coverages | Proposed |
|---------------------------------------|-------------|
| Limits of liability -Each claim | \$1,000,000 |
| Limits of liability-Aggregate | \$3,000,000 |
| Combined aggregate limit of liability | \$3,000,000 |

| Deductibles/SIR | Proposed |
|-------------------------|----------|
| Deductible - Each claim | \$2,500 |

| Defense Limitations | Proposed |
|---------------------|---|
| | Defense costs inside the limit of liability |

| Form Type | Proposed |
|------------------|-------------|
| Form Type | Claims Made |
| Retroactive Date | 05/08/2020 |

| Definition Of Claim: |
|----------------------|
| Refer to Policy form |

| Run Off Provisions: |
|----------------------|
| Refer to Policy form |

| Incident/Claim Reporting Provision: |
|-------------------------------------|
| Refer to Policy form |

| Claims Made Disclaimer: |
|-------------------------|
| |

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 150% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (365) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

| |
|--|
| Signature Page -MJIL 1000 08 10 |
| Privacy Notice -MPIL 1007 01 20 |
| U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders -MPIL 1083 04 15 |
| Forms Schedule -MDIL 1001 08 10 |
| Dec Spec Med Professions Insurance Policy -MDSM 5013 02 20 |
| Spec Medical Professions Profes Liab Ins Cov Part -MESM 5010 02 20 |
| Common Policy Conditions -MESM 5100 02 20 |
| Minimum Earned Premium Endorsement -MEIL 5200- 07 04 |
| Longer Duration Extended Report Period Availability- MEIL 5229 09 10 |
| Amendatory Endorsement - Veterinarian -MESM 2016 07 14 |
| Changes - Multiple Insureds, Claims And Claimants -MESM 2147 05 20 |
| Two or More Coverage Parts, Coverage Forms, Endorsements or Insuring Agreements -MESM 2168 06 23 |
| Trade or Economic Sanctions -MIL 1214 09 17 |

Exclusions (including but not limited to)

| |
|---|
| Exclusion – Cyber Incident -MESM 3041 02 23 |
|---|

Cyber Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | Crum & Forster Specialty Insurance Co |
| A.M. Best Rating | A XV |
| Admitted/Non-Admitted | Non-Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|-------------|
| Premium | \$65,000.00 |
| Surplus Lines Tax | \$2,340.00 |
| Stamping Office Fee | \$97.50 |
| - Broker Fee - RPS | \$350.00 |
| Minimum Type | None |
| Estimated Cost | \$67,787.50 |

| Standard Coverages | Proposed |
|---|-------------|
| Aggregate Limit of Liability | \$1,000,000 |
| Breach Response Limit of Liability: | \$1,000,000 |
| Sublimits of Liability: | - |
| eCrime Loss Sublimit of Liability: | \$250,000 |
| Dependent Business Sublimit of Liability: | \$500,000 |
| Ransomware/Malware Sublimit of Liability: | \$1,000,000 |

| Optional Coverages | Proposed |
|---|---|
| Optional Premium: \$157,500.00, Broker Fee - RPS \$350.00, Surplus Lines Tax \$5,670.00, Stamping Office Fee \$236.25 | Limit : \$3,000,000, Retention :\$150,000 |

| Deductibles/SIR | Proposed |
|------------------------------------|----------|
| Retention - each incident or event | \$75,000 |
| Deductible - Waiting Period: | 10 Hours |

| Defense Limitations | Proposed |
|---------------------|---|
| | Claims Expenses includes the limit of Liability |

| Form Type | Proposed |
|------------------|--------------------------------|
| Form Type | Claims made |
| Retroactive Date | None (Full prior unknown acts) |
| Continuity Date | 05/08/2021 |

| Definition Of Claim: |
|----------------------|
| |

Definition Of Claim:

Claim means a written demand for money, services, non-monetary relief or injunctive relief, including service of suit or arbitration proceedings made against any Insured. Only as respects Coverage B., Cyber Liability: Claim also means a request for information from, or civil proceeding against, the Insured Entity brought by a Regulatory Body directly arising from an Insured's actual or alleged violation of any Privacy Law.

Multiple Claims arising from: (1) the same or a series of related or repeated acts, errors or omissions; (2) any continuing acts, errors or omissions; or (3) a series of related or repeated Cyber Events; shall be considered a single Claim for the purposes of this Policy, regardless of the number of claimants or Insureds involved in the Claim. All such Claims shall be deemed to have been made at the time of the first such Claim.

Run Off Provisions:

Refer to Policy form

Incident/Claim Reporting Provision:

Refer to Policy form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

- Cyber and Multimedia Liability Insurance Policy - SC-POL-002 (01/22)
- Signature Page (Crum and Forster Specialty Insurance Company) - CS 07 001 01 21
- U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders - IL P 001 01 04
- Service of Process Clause (C&FS) - SOP CF 07 16
- Cap on Losses from Certified Acts of Terrorism - SC-END-001 (01/22)
- Limited Media Endorsement - SC-END-053 (01/22)
- Breach Costs Aggregate Limit Endorsement - SC-END-091 (07/23)
- Fraudulent Invoice Endorsement (Non-Profit Organizations) - SC-END-015 (01/22)

Exclusions (including but not limited to)

- Biometric Information Exclusion Endorsement - SC-END-094 (12/21)

Other Significant Terms and Conditions/Restrictions:

Description

- Coverage Options:
 - [X] a. Breach Costs
 - [X] C. Multimedia Liability
 - Contingent B/I & P/D
 - [X] E. Cyber Extortion Loss
 - [X] B. Cyber Liability
 - Network Security & Privacy Liability
 - Regulatory Liability and Defense

Other Significant Terms and Conditions/Restrictions:

| <i>Description</i> |
|---|
| <ul style="list-style-type: none">-Pci Fines and Assessments-Contingent B/I & P/D[X] D. Ecrime Loss-Social Engineering-Fraudulent Funds Transfer-Telephone System Fraud-Invoice Manipulation[X] F. First Party Loss-Data Asset Loss-Loss of Income and Extra Expense-Bricking-Reputational Loss-Cryptojacking <p>Services: C&F Cyber Response Team – 24/7/365 Cfcyberassist</p> <ul style="list-style-type: none">-Phishing.Com Simulations-Knowledge Center-Unlimited Advice |
| Systemic Event: If not excluded, premiums include a Systemic Event surcharge of 17.5% |

Excess Cyber Liability- \$3M X \$3M

| Carrier Information | Proposed |
|--|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier / A.M. Best Rating / Admitted/Non-Admitted | Arch Specialty Insurance Company (A+ XV, Non-Admitted) Vantage Risk Specialty Insurance Company (A- XI, Non-Admitted) Aspen Specialty Insurance Company (A XV, Non-Admitted) Chaucer Insurance Company Designated Activity Company (DAC) (A XV, Non-Admitted) Fireman's Fund Indemnity Corporation (A+ XV, Non-Admitted) Fortegra Specialty Insurance Company (A- IX, Non-Admitted) |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|--------------|
| Premium | \$110,250.00 |
| Surplus Lines Tax | \$3,969.00 |
| Stamping Office Fee | \$165.38 |
| - Broker Fee - RPS | \$250.00 |
| TRIA | Included |
| Minimum Type | None |
| Estimated Cost | \$114,634.38 |

| Standard Coverages | Proposed |
|---|--|
| Limits of Insurance | \$3,000,000 Limit of Insurance for each claim, occurrence, event or loss, whichever is required by the Followed Policy |
| Limits of Insurance | \$3,000,000 Aggregate Limit for the Policy Period |
| Excess of | \$3,000,000 |
| Vantage Risk Specialty Insurance Company - Quota Share Limit of Liability | \$750,000 |
| Arch Specialty Insurance Company - Quota Share Limit of Liability | \$450,000 |
| Aspen Specialty Insurance Company - Quota Share Limit of Liability | \$300,000 |
| Chaucer Insurance Company DAC - Quota Share Limit of Liability | \$150,000 |
| Fireman's Fund Indemnity Corporation - Quota Share Limit of Liability | \$450,000 |
| Fortegra Specialty Insurance Company - Quota Share Limit of Liability | \$900,000 |

| Optional Coverages | Proposed |
|--|-----------------------------------|
| Optional Premium: \$72,765.00 , broker fee -\$250 , TRIA Premium- \$735.00 | \$2,000,000 Excess of \$3,000,000 |

| Deductibles/SIR | Proposed |
|-----------------|----------|
|-----------------|----------|

| Deductibles/SIR | Proposed |
|------------------------|----------|
| Excess Cyber Liability | None |

| Defense Limitations | Proposed |
|------------------------|---|
| Excess Cyber Liability | The Limit of Liability Available to Pay Damages Will be Reduced and May be Exhausted By Claims Expenses |

| Form Type | Proposed |
|----------------------|--------------------------|
| Form Type | Claims-Made and Reported |
| Retroactive Date | Full Prior Acts |
| Pending & Prior Date | 05/ 08/ 2024 |
| Continuity Date | 05/ 08/ 2024 |

Definition Of Claim:
 Claim will have the same meaning of such term or equivalent term in the Followed Policy. In the event this Policy is intended to provide any first party coverage as provided by the Followed Policy, for the purpose of such first party coverage only, the term claim as used herein will have the same meaning as the term used in the Followed Policy to denote the occurrence or event which triggers such first party coverage.

Run Off Provisions:
 Refer to Policy form

Incident/Claim Reporting Provision:
 Refer to Policy form

Claims Made Disclaimer:
 Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

| Endorsements (including but not limited to) |
|---|
| Declarations - CEX-00DC-0722-01 |
| Signature Allianz - NY or CA -CYUSX-00NT-000005-1223-02 |
| Signature Arch - CYUSX-00NT-000001-0622-01 |
| Signature Page Fortegra - CYUSX-00NT-000003-0922-01 |
| Signature Page Vantage - CYUSX-00NT-000002-0922-01 |
| Signature Page Aspen Specialty Insurance Company - CYUSX-00NT-000007-0124-01 |
| Coalition Cyber Excess Follow Form Policy - CEX-00PF-0720-01 |
| Cap on Losses from Certified Acts of Terrorism - CEX-00EN-000013-0720-01 |
| Disclosure Pursuant to Terrorism Risk Insurance Act - CEX-00EN-000014-0720-01 |
| Service of Suit Endorsement - CEX-00EN-000011-0720-01 |
| Drop Down Coverage Over Certain Sub-Limits - CEX-00EN-000001-0720-01 |

| Exclusions (including but not limited to) |
|--|
| D&O Exclusion - CEX-00EN-000020-0521-01 |
| Unfair Trade Practices Exclusion - CEX-00EN-000024-1221-01 |

Participation Schedule:

| Carrier | Participating Limit |
|---|---------------------|
| Arch Specialty Insurance Company | 15% |
| Vantage Risk Specialty Insurance Company | 25% |
| Aspen Specialty Insurance Company | 10% |
| Chaucer Insurance Company Designated Activity Company (DAC) | 5% |
| Fireman's Fund Indemnity Corporation | 15% |
| Fortegra Specialty Insurance Company | 30% |

Underlying Policies:

| Coverage | Description | Limit | Carrier Name | Effective Date | Expiration Date |
|----------|-------------|-------------|-------------------------------|----------------|-----------------|
| Primary | Limit | \$3,000,000 | Crum & Forster - Simple Cyber | 5/8/2024 | 5/8/2025 |

Other Significant Terms and Conditions/Restrictions:

| Description |
|--|
| Premium Includes TRIA Premium: \$1,102.50 |
| Premium Breakdown : |
| Vantage Risk Specialty Insurance Company : \$27,562.50 |
| Arch Specialty Insurance Company : \$16,537.50 |
| Aspen Specialty Insurance Company : \$11,025.00 |
| Chaucer Insurance Company DAC : \$5,512.50 |
| Fireman's Fund Indemnity Corporation : \$16,537.50 |
| Fortegra Specialty Insurance Company : \$33,075.00 |

Schedule of Coverage Excess of Underlying Sub-Limits

| Underlying Coverage | Sub-limit in followed policy | Attachment point of sub-limited coverage in this Policy | Sub-limit of liability in this policy |
|---------------------|------------------------------|---|---------------------------------------|
| Dependent Business | \$1,500,000 | \$1,500,000 | \$1,000,000 |
| eCrime Loss | \$250,000 | \$250,000 | \$150,000 |

Airport Owners and Operators General Liability

| Carrier Information | Proposed |
|-----------------------|--|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier | ACE Property & Casualty Insurance Co |
| A.M. Best Rating | A++ XV |
| Admitted/Non-Admitted | Admitted |
| Payment Plan | Full Annual Premium due within 30 days of policy inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|------------------------|
| Premium | \$15,382.00 |
| TRIA | \$261.00 |
| Minimum Type | Minimum Earned Premium |
| Minimum Amount | 25.00% |
| Minimum Amount Text | |
| Estimated Cost | \$15,643.00 |

| Standard Coverages | Proposed |
|---|--------------|
| Each Occurrence/Offense in Respect of Bodily Injury, Personal and Advertising Injury and Property Damage Combined, Subject to the Following Limitations | \$20,000,000 |
| Personal Injury and Advertising Injury Annual Aggregate Limit | \$20,000,000 |
| Malpractice Annual Aggregate Limit | \$20,000,000 |
| Fire Damage Limit Any One Fire | \$50,000 |
| Medical Expense Limit Any One Person | \$1,000 |

| Optional Coverages | Proposed |
|--|---|
| Airport Liability - Three-Year Quote Total: \$49,443.00 - in Three Annual Payments | Premium: \$16,481, Additional TRIA Premium: \$280, Additional War Premium: \$70 |

| Deductibles/SIR | Proposed |
|--|----------|
| Deductible: Each Occurrence or Offense | Nil |
| Deductible: Annual Aggregate | Nil |

| Form Type | Proposed |
|-----------|---|
| Form Type | Airport Owners and Operators General Liability - Occurrence |

| Endorsements (including but not limited to) |
|--|
| New York Changes - Transfer of Duties - 9001-NY (11/99) |
| New York Changes - Premium Audit - 9002-NY (11/00) |
| New York Changes - Legal Action Against Us - 9003-NY (10/08) |
| New York Changes - Airport Owners and Operators General Liability Policy - 9004-NY (11/00) |
| Airport Owners and Operators General Liability Policy - Jacket - AAP 200 (05/22) |

| Endorsements (including but not limited to) |
|---|
| Airport Owners and Operators General Liability Policy - Declarations - AAP 201 (11/99) |
| Airport Owners and Operators General Liability Policy - Schedule of Endorsements - AAP 201S (11/99) |
| Airport Owners and Operators General Liability Policy - Policy Provisions - AAP 202-NY (11/99) |
| Extended Coverage - War, HI-Jacking and Other Perils Endorsement - AAP 203A-NY (04/10) |
| Immunity Waiver Endorsement - AAP 220 (11/99) |
| Airport Limited Enhanced Coverage Endorsement - AAP 234 (11/99) |
| Volunteers Endorsement - AAP 248 (11/99) |
| Date Recognition Limited Coverage Endorsement - AAP 255 (03/08) |
| Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism - AAP 270 (01/15) |
| Terrorist Acts Other than Certified Acts of Terrorism Endorsement - New York - AAP 288 NY (08/20) |
| Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement - AAP 306 (03/08) |
| Amendment to Supplementary Payments (Court Cost) Endorsement - AAP 307 (03/08) |
| Ace Producer Compensation Practices & Policies - ALL-20887 (10/06) |
| Trade or Economic Sanctions Endorsement - ALL-21101 (11/06) |
| U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - IL P 001 (01/04) |
| Termination Review or Cancellation Provisions of Endorsements - AAP 203 or AAP 237 |
| New York Changes - Cancellation and Nonrenewal - AAP NY (11/99) |

| Exclusions (including but not limited to) |
|--|
| Nuclear Risks Exclusion Clause - AAP 237 (11/99) |
| Date Recognition Exclusion Endorsement - AAP 256 (11/99) |
| Asbestos or Asbestos-Containing Materials or Products Exclusion Endorsement - New York - AAP 268-NY (01/05) |
| War, HI-Jacking and Other Perils Exclusion Clause (Aviation) New York - AAP 310-NY (04/10) |
| Exclusion - Access or Disclosure of Confidential or Personal Information - Advertising Injury or Personal Injury - AAP 316 (02/21) |
| Exclusion - Perfluorinated Chemicals - AAP 317 (01/22) |
| Noise, Pollution and other Perils Exclusion Clause |

Other Significant Terms and Conditions/Restrictions:

Description

The Policy is Also Subject to the Following:
 30 Days' Notice of Cancellation, Non-Renewal or Reduction in Coverage by Insurer, But
 10 Days' Notice for Non-Payment of Premium. This Provision Does not Override the Automatic
 Additional War Premium: \$65

Drone Coverage

| Carrier Information | Proposed |
|--|---|
| Policy Term | 5/8/2024 - 5/8/2025 |
| Carrier / A.M. Best Rating / Admitted/Non-Admitted | American Alternative Insurance Corp (A+ XV, Admitted) American Commerce Insurance Company (A XV, Admitted) Central States Ind Co of Omaha (A+ X, Admitted) Tokio Marine America Insurance Company (A++ XV, Admitted) |
| Payment Plan | Paid in Full at Inception |
| Payment Method | Agency Bill |

| Premium & Exposures | Proposed |
|---------------------|------------|
| Premium | \$5,356.00 |
| Minimum Type | None |
| Estimated Cost | \$5,356.00 |

| Standard Coverages | Proposed |
|--|-------------|
| Hull Value | \$31,919 |
| Bodily Injury and Property Damage Liability - Each Occurrence Limit | \$1,000,000 |
| Passenger War Liability | Included |
| Third Party War Limit - Aggregate | \$1,000,000 |
| Aviation Personal and Advertising Injury Liability - Each Occurrence/Aggregate Limit | \$1,000,000 |
| Medical Services Limit - Each Occurrence | \$5,000 |

| Additional Coverages | Proposed |
|--|-----------|
| Fire Legal Liability - Each Occurrence | \$100,000 |

| Deductibles/SIR | Proposed |
|-----------------------------------|----------|
| Hull - Deductible - In Motion | 10% |
| Hull - Deductible - Not in Motion | 10% |

| Form Type | Proposed |
|-----------|----------|
| Form Type | |

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

| Endorsements (including but not limited to) |
|---|
| A121 - Additional Insured |
| A125 - Amendment of Defined Terms |
| C036 - Expenses for Medical Services |
| C039 - Liability for Sale of Aircraft, Aircraft Parts or Services |
| C054 - Terrorism (TRIA) Coverage - Hull & Liability |
| C061 - Aviation Personal and Advertising Injury Liability |
| C064 - Permisses Coverage |
| C066 - Fire Legal Liability |
| C095 - Expanded Contractual Liability Endorsement |
| N004 - Non-Owned Aircraftg Liability - UnManned Aircraft System |
| D004 - TRIA Disclosure |
| S029 - New York Amendatory Endorsement |

| Exclusions (including but not limited to) |
|---|
| E041 - Electronic Data Event Liability Exclusion |
| C022 - Limited Liability War Exclusion Limited Coverage |
| C023 - Limited Physical Damage War Exclusion Limited Coverage |
| C025 - Electronic Date Recognition Exclusion Limited Coverage |

Participation Schedule:

| Carrier | Participating Limit |
|--|---------------------|
| American Alternative Insurance Corp | 59.24% |
| American Commerce Insurance Company | 10.00% |
| Central States Ind Co of Omaha | 18.39% |
| Tokio Marine America Insurance Company | 12.37% |

Auditable Exposures:

| Description | Exposure |
|--|--------------------------------------|
| Liability Only | 2017 DJI Innovations FAA# FA3FTXNTY7 |
| Liability Only | 2017 DJI Innovations FAA# FA3FTXRP4W |
| Liability Only | 2018 DJI Innovations FAA# FA3NEWX3WF |
| Liability and Hull - Hull Value \$17,500 | 2018 DJI Innovations FAA# FA3ML7PNM3 |
| Liability and Hull - Hull Value \$3,000 | 2019 DJI Innovations FAA# FA3H3HR9TP |
| Liability and Hull - Hull Value \$3,000 | 2019 DJI Innovations FAA# FA3HFHXRKY |
| Liability and Hull - Hull Value \$1,500 | DJI Innovations FAA# FA3YKKKMMY |
| Liability and Hull - Hull Value \$4,500 | DJI Innovations FAA# FA3K44N3FF |
| Liability and Hull - Hull Value \$1,538 | DJI Innovations FAA# TBD |
| Liability and Hull - Hull Value \$881 | DJI Innovations FAA# TBD |

Premium Summary

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

| Line of Coverage | | Expiring | | Proposed | |
|--|------------------------|-------------------------------|---------------------|-----------------------------|---------------------|
| | | Federal Insurance Company | | Federal Insurance Company | |
| Property | Premium | | | | \$280,389.00 |
| | Estimated Cost* | | \$268,373.00 | | \$281,753.74 |
| | Change (\$) | | - | | \$13,380.74 |
| | Change (%) | | - | | 4.99% |
| | | Federal Insurance Company | | Federal Insurance Company | |
| Package-Inland Marine | Premium | | | | \$29,448.00 |
| | Estimated Cost* | | \$28,018.00 | | \$29,448.00 |
| | Change (\$) | | - | | \$1,430.00 |
| | Change (%) | | - | | 5.10% |
| | | Travelers Indemnity Company | | Travelers Indemnity Company | |
| General Liability | Premium | | | | \$111,650.00 |
| | Estimated Cost* | | \$105,350.00 | | \$111,650.00 |
| | Change (\$) | | - | | \$6,300.00 |
| | Change (%) | | - | | 5.98% |
| | | The Travelers Companies, Inc. | | Travelers Indemnity Company | |
| Public Entity Management Liability | Premium | | | | \$46,610.00 |
| | Estimated Cost* | | \$39,500.00 | | \$46,610.00 |
| | Change (\$) | | - | | \$7,110.00 |
| | Change (%) | | - | | 18.00% |
| | | Travelers Indemnity Company | | Travelers Indemnity Company | |
| Public Entity Employment-Related Practices Liability | Premium | | | | \$35,577.00 |
| | Estimated Cost* | | \$30,150.00 | | \$35,577.00 |
| | Change (\$) | | - | | \$5,427.00 |
| | Change (%) | | - | | 18.00% |
| | | Travelers Indemnity Company | | Travelers Indemnity Company | |
| Law Enforcement Liability | Premium | | | | \$128,620.00 |
| | Estimated Cost* | | \$109,000.00 | | \$128,620.00 |
| | Change (\$) | | - | | \$19,620.00 |
| | Change (%) | | - | | 18.00% |
| | | Travelers Indemnity Company | | Travelers Indemnity Company | |

| Line of Coverage | | Expiring | Proposed |
|--|------------------------|--|--|
| Automobile Including Garagekeepers | Premium | | \$240,305.00 |
| | Estimated Cost* | \$202,650.00 | \$243,005.00 |
| | Change (\$) | - | \$40,355.00 |
| | Change (%) | - | 19.91% |
| | | The Travelers Companies, Inc. | Travelers Property Casualty Co of America |
| Owners and Contractors Protective Liability | Premium | | \$750.00 |
| | Estimated Cost* | \$750.00 | \$750.00 |
| | Change (\$) | - | |
| | Change (%) | - | |
| | | Allied World Surplus Lines Insurance Company | Allied World Surplus Lines Insurance Company |
| Public Health General Liability including Professional Liability | Premium | | \$109,705.00 |
| | Estimated Cost* | \$103,745.00 | \$113,818.94 |
| | Change (\$) | - | \$10,073.94 |
| | Change (%) | - | 9.71% |
| | | Travelers Indemnity Company | Travelers Indemnity Company |
| Umbrella | Premium | | \$123,500.00 |
| | Estimated Cost* | \$123,500.00 | \$123,500.00 |
| | Change (\$) | - | |
| | Change (%) | - | |
| | | Allied World National Assurance Company | Allied World National Assurance Company |
| Public Health-Excess Liability | Premium | | \$57,220.00 |
| | Estimated Cost* | \$54,033.00 | \$59,365.75 |
| | Change (\$) | - | \$5,332.75 |
| | Change (%) | - | 9.87% |
| | | Travelers Casualty and Surety Co of America | Travelers Casualty and Surety Co of America |
| Crime | Premium | | \$9,354.00 |
| | Estimated Cost* | \$9,277.00 | \$9,354.00 |
| | Change (\$) | | \$77.00 |
| | Change (%) | | 0.83% |
| | | Evanston Insurance Company | Evanston Insurance Company |
| Veterinarian Professional Liability | Premium | | \$5,111.00 |
| | Estimated Cost* | \$5,020.00 | \$5,502.67 |

| Line of Coverage | | Expiring | Proposed |
|--|-----------------|---|---|
| | Change (\$) | | \$482.67 |
| | Change (%) | | 9.61% |
| | | Crum & Forster Specialty Insurance Co | Crum & Forster Specialty Insurance Co |
| Cyber Liability | Premium | | \$65,000.00 |
| | Estimated Cost* | \$73,013.00 | \$67,787.50 |
| | Change (\$) | | (\$5,255.50) |
| | Change (%) | | (7.20%) |
| | | ACE Property & Casualty Insurance Co | ACE Property & Casualty Insurance Co |
| Airport Owners and Operators General Liability | Premium | | \$15,382.00 |
| | Estimated Cost* | \$14,650.00 | \$15,643.00 |
| | Change (\$) | | \$993.00 |
| | Change (%) | | 6.78% |
| | | American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company | American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company |
| Drone Coverage | Premium | | \$5,356.00 |
| | Estimated Cost* | \$5,747.00 | \$5,356.00 |
| | Change (\$) | | (\$391.00) |
| | Change (%) | | (6.80%) |
| Total Program Cost | | \$1,172,776.00 | \$1,277,741.60 |

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Allied World National Assurance Company (Allied World Assurance Group)** is valid until **5/8/2024**

Quote from **Allied World Surplus Lines Insurance Company (Allied World Assurance Group)** is valid until **5/8/2024**

Quote from **Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Evanston Insurance Company (Markel Corporation Group)** is valid until **5/8/2024**

Quote from **Crum & Forster Specialty Insurance Co (Fairfax Financial (USA) Group)** is valid until **5/8/2024**

Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **5/8/2024**

Quote from **ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies)** is valid until **5/8/2024**

Quote from **Arch Specialty Insurance Company (Arch Insurance Group), etc...** is valid until **5/8/2024**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **5/8/2024**

Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **5/8/2024**

Quote from **American Alternative Insurance Corp (Munich Re America Corporation Group), etc...** is valid until **5/16/2024**

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

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

- Property**
- Package- Inland Marine**
- General Liability**
- Public Entity Management Liability**
- Public Entity Employment-Related Practices Liability**
- Law Enforcement Liability**
- Automobile Including Garagekeepers**
- Owners and Contractors Protective Liability**
- Public Health General Liability including Professional Liability**
- Umbrella**
- Public Health- Excess Liability**
- Crime**
- Veterinarian Professional Liability**
- Cyber Liability**
- Excess Cyber Liability- \$3M X \$3M**
- Airport Owners and Operators General Liability**
- Drone Coverage**

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

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

| <i>Carrier / Payable Carrier</i> | <i>Line Of Coverage</i> | <i>Payment Schedule</i> | <i>Payment Method</i> |
|--|--|---|-----------------------|
| Federal Insurance Company (Chubb Group of Insurance Companies) | Property | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Federal Insurance Company (Chubb Group of Insurance Companies) | Package- Inland Marine | Full payment due within 30 days of policy inception | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | General Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | Public Entity Management Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | Public Entity Employment-Related Practices Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | Law Enforcement Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | Automobile Including Garagekeepers | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Property Casualty Co of America (The Travelers Companies, Inc.) | Owners and Contractors Protective Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Allied World Surplus Lines Insurance Company (Allied World Assurance Group) | Public Health General Liability including Professional Liability | Full Annual Premium due 25 Days from effective date of policy | Agency Bill |
| Travelers Indemnity Company (The Travelers Companies, Inc.) | Umbrella | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Allied World National Assurance Company (Allied World Assurance Group) | Public Health- Excess Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) | Crime | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Evanston Insurance Company (Markel Corporation Group) | Veterinarian Professional Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| Crum & Forster Specialty Insurance Co (Fairfax Financial (USA) Group) | Cyber Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |

| <i>Carrier / Payable Carrier</i> | <i>Line Of Coverage</i> | <i>Payment Schedule</i> | <i>Payment Method</i> |
|--|--|--|-----------------------|
| Arch Specialty Insurance Company (Arch Insurance Group) Vantage Risk Specialty Insurance Company (Vantage Risk Specialty Insurance Company) Aspen Specialty Insurance Company (Aspen US Insurance Group) Chaucer Insurance Company Designated Activity Company (DAC) Fireman's Fund Indemnity Corporation (Allianz SE) Fortegra Specialty Insurance Company | Excess Cyber Liability- \$3M X \$3M | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies) | Airport Owners and Operators General Liability | Full Annual Premium due within 30 days of policy inception | Agency Bill |
| American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.) | Drone Coverage | Paid in Full at Inception | Agency Bill |

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

| | | |
|--------------------|---|--------------------------------|
| Property Value | = | \$1,000,000 |
| Coinsurance Amount | = | 80% |
| Deductible | = | \$500 |
| Insurance Required | = | \$800,000 (80% of \$1,000,000) |
| Insurance Carried | = | \$400,000 |
| Loss Incurred | = | \$200,000 |

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

(Insurance Required)

x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

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

Proposal Disclosures

Proposal Disclosures

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

Proposal Disclaimer

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

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

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

TRIA/TRIPRA Disclaimer

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

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

Property Estimator Disclaimer

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

Terms and Conditions

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

Services

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

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

Treatment of Information

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

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

Dispute Resolution

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

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

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

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

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

Electronic Delivery

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

Miscellaneous Terms

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

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

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

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

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

Client Signature Requirements

Coverages for Consideration

Overview

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

- Increased Umbrella Liability Limits

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

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 3/26/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| | Coverage/Carrier | TRIA |
|--|---|---------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Property Federal Insurance Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Package- Inland Marine Federal Insurance Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | General Liability Travelers Indemnity Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Public Entity Management Liability Travelers Indemnity Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Public Entity Employment-Related Practices Liability Travelers Indemnity Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Law Enforcement Liability Travelers Indemnity Company | |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Automobile Including Garagekeepers Travelers Indemnity Company | |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Owners and Contractors Protective Liability Travelers Property Casualty Co of America | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Option # 1 <input type="checkbox"/> Option # 2 <input type="checkbox"/> Option # 3 | Public Health General Liability including Professional Liability Allied World Surplus Lines Insurance Company Allied World Surplus Lines Insurance Company - Option 1 - Policy - Miscellaneous Medical Facilities (Premium: \$108,211.25) Allied World Surplus Lines Insurance Company - Option 2 - Policy - Miscellaneous Medical Facilities (Premium: \$100,160.25) | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Umbrella Travelers Indemnity Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Public Health- Excess Liability Allied World National Assurance Company | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Crime Travelers Casualty and Surety Co of America | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Veterinarian Professional Liability Evanston Insurance Company | |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Cyber Liability | <input type="checkbox"/> Accept |

| | Coverage/Carrier | TRIA |
|---|---|---------------------------------|
| <input type="checkbox"/> Option # 1 <input type="checkbox"/> Option # 2 | Crum & Forster Specialty Insurance Co Crum & Forster Specialty Insurance Co - Optional Premium: \$157,500.00, Broker Fee - RPS \$350.00, Surplus Lines Tax \$5,670.00, Stamping Office Fee \$236.25- \$3M Limit | |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Option # 1 <input type="checkbox"/> Option # 2 | Excess Cyber Liability- \$3M X \$3M Arch Specialty Insurance Company, Vantage Risk Specialty Insurance Company, Aspen Specialty Insurance Company, Chaucer Insurance Company Designated Activity Company (DAC), Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company Arch Specialty Insurance Company, Vantage Risk Specialty Insurance Company, Aspen Specialty Insurance Company, Chaucer Insurance Company Designated Activity Company (DAC), Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company - Optional Premium: \$72,765.00 , broker fee -\$250 , TRIA Premium- \$735.00 | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Option # 1 <input type="checkbox"/> Option # 2 | Airport Owners and Operators General Liability ACE Property & Casualty Insurance Co ACE Property & Casualty Insurance Co - Airport Liability - Three-Year Quote Total: \$49,443.00 - in Three Annual Payments | <input type="checkbox"/> Accept |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Drone Coverage American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company | <input type="checkbox"/> Accept |

Additional Recommended Coverages

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

Other Coverages to Consider

- Increased Umbrella Liability Limits

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

Coverage Amendments and Notes:

Exposures and Values

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

Additional Terms and Disclosures

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

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

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

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

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____

Statement of Values (SOV)

(Refer to attached statement of values)

Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Saratoga County

| Coverage | Insurance Company | Wholesaler, MGA, or Intermediary Name ¹ | Est. Annual Premium ² | Comm. % or Fee ³ | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|----------------------------------|---|--|----------------------------------|-----------------------------|--|
| Property | Federal Insurance Company (Chubb Group of Insurance Companies) | N/A | \$280,389.00 | 15 % | |
| Property | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$349,889.00 | 10% | |
| Package-Inland Marine | | | | | |
| Scheduled Contractors' Equipment | Federal Insurance Company (Chubb Group of Insurance Companies) | N/A | \$23,185.00 | 15 % | |
| Fine Arts | | | \$1,223.00 | 15 % | |
| Scheduled Miscellaneous Articles | | | \$5,040.00 | 15 % | |
| Package-Inland Marine | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$45,531.00 | 10% | |
| General Liability | | | | | |
| General Liability | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$111,650.00 | 15 % | |

| Coverage | Insurance Company | Wholesaler, MGA, or Intermediary Name ¹ | Est. Annual Premium ² | Comm. % or Fee ³ | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|--|--|--|----------------------------------|-----------------------------|--|
| General Liability | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$164,579.00 | 10% | |
| Public Entity Management Liability | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$46,610.00 | 15 % | |
| Public Entity Management Liability | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$74,054.00 | 10% | |
| Public Entity Employment-Related Practices Liability | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$35,577.00 | 15 % | |
| Law Enforcement Liability | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$128,620.00 | 15 % | |
| Law Enforcement Liability | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$131,026.00 | 10% | |
| Automobile Including Garagekeepers | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$240,305.00 | 15 % | |
| Automobile Including Garagekeeper | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$315,345.00 | 10% | |

| Coverage | Insurance Company | Wholesaler, MGA, or Intermediary Name ¹ | Est. Annual Premium ² | Comm. % or Fee ³ | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|--|---|--|----------------------------------|-----------------------------|--|
| Owners and Contractors Protective Liability | Travelers Property Casualty Co of America (The Travelers Companies, Inc.) | N/A | \$750.00 | 15% | |
| Owners and Contractors Protective Liability | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$275.00 | 10% | |
| Public Health General Liability including Professional Liability | Allied World Surplus Lines Insurance Company (Allied World Assurance Group) | Corieri & Associates, Inc. | \$109,705.00 | 10% | |
| Public Health General Liability including Professional Liability | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$90,395.00 | 10% | |
| Umbrella | Travelers Indemnity Company (The Travelers Companies, Inc.) | N/A | \$123,500.00 | 15 % | |
| Umbrella | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$124,624.00 | 10%. | |
| Public Health-Excess Liability | Allied World National Assurance Company (Allied World Assurance Group) | N/A | \$57,220.00 | 10% | |

| Coverage | Insurance Company | Wholesaler, MGA, or Intermediary Name ¹ | Est. Annual Premium ² | Comm. % or Fee ³ | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|--|--|--|----------------------------------|-----------------------------|--|
| Crime | Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) | N/A | \$9,354.00 | 17.5 % | |
| Crime | New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) | N/A | \$9,296.00 | 10% | |
| Veterinarian Professional Liability | Evanston Insurance Company (Markel Corporation Group) | AmWINS Group Inc. | \$5,111.00 | 10 % | |
| Cyber Liability | Crum & Forster Specialty Insurance Co (Fairfax Financial (USA) Group) | Risk Placement Services | \$65,000.00 | 13.3 % | 6.7 % + \$350.00 |
| Cyber Liability | Westchester Fire Insurance Company (Chubb Group of Insurance Companies) | N/A | \$90,000.00* | 10% | |
| Excess Cyber Liability- \$3M X \$3M | Arch Specialty Insurance Company (Arch Insurance Group) Vantage Risk Specialty Insurance Company (Vantage Risk Specialty Insurance Company) Aspen Specialty Insurance Company (Aspen US Insurance Group) Chaucer Insurance Company Designated Activity Company (DAC) Fireman's Fund Indemnity Corporation (Allianz SE) Fortegra Specialty Insurance Company | Risk Placement Services | \$110,250.00 | 13.3 % | 6.7 % + \$250.00 |
| Airport Owners and Operators General Liability | ACE Property & Casualty Insurance Co (Chubb Group of Insurance Companies) | AmWINS Group Inc. | \$15,382.00 | 7.5 % | |

| Coverage | Insurance Company | Wholesaler, MGA, or Intermediary Name ¹ | Est. Annual Premium ² | Comm. % or Fee ³ | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|----------------|--|--|----------------------------------|-----------------------------|--|
| Drone Coverage | American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.) | AmWINS Group Inc. | \$5,356.00 | 10 % | |

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

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

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

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

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

Binding Requirements

| Coverage (Issuing Carrier) | Binding Requirements |
|---|--|
| Property Federal Insurance Company | Subject to: N/A |
| Package- Inland Marine Federal Insurance Company | N/A |
| General Liability Travelers Indemnity Company | General Liability - Claim Fund is increasing from \$35,000 to \$45,000, so an additional \$10,000 will be due. |
| Public Entity Management Liability Travelers Indemnity Company | Subject To: A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund. A draft of this agreement is attached. |
| Public Entity Employment-Related Practices Liability Travelers Indemnity Company | Subject to: A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund. A draft of this agreement is attached. |
| Law Enforcement Liability Travelers Indemnity Company | Subject To: A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund. A draft of this agreement is attached. |
| Automobile Including Garagekeepers Travelers Indemnity Company | N/A |
| Owners and Contractors Protective Liability Travelers Property Casualty Co of America | N/A |
| Public Health General Liability including Professional Liability Allied World Surplus Lines Insurance Company | Subject To - - Please provide a description of services provided at the jail - Projected annual number of correctional care visits - Signed Total Cost Form - Signed TRIA Form. |
| Umbrella Travelers Indemnity Company | N/A |
| Public Health- Excess Liability Allied World National Assurance Company | -Signed Total Cost Form |
| Crime Travelers Casualty and Surety Co of America | N/A |
| Veterinarian Professional Liability Evanston Insurance Company | Subject to : -Signed Total Cost Form |
| Cyber Liability | Subject to : |

| Coverage (Issuing Carrier) | Binding Requirements |
|--|--|
| <p>Crum & Forster Specialty Insurance Co</p> | <p>-Signed Total Cost Form</p> <p>-Re-Signed and dated renewal applications within 30 days of effective date</p> <p>-A call with the Cyber Solutions team is required to discuss formal timelines for full MFA enablement for email access and fully disconnected, offline backups, with access credentials separate from the domain</p> <p>Per the attached CyRisk report please provide remediation plans for the actively exploited vulnerabilities</p> <p>-If higher limit option is selected, an Increased Limits Warranty letter will need to be completed, and for you to amend the Ransomware Supplemental pre-binding to confirm MFA is in place for privileged and remote access</p> <p>-Warranty Wording should be put on County's letterhead</p> |
| <p>Excess Cyber Liability- \$3M X \$3M</p> <p>Arch Specialty Insurance Company</p> <p>Vantage Risk Specialty Insurance Company</p> <p>Aspen Specialty Insurance Company</p> <p>Chaucer Insurance Company</p> <p>Designated Activity Company (DAC)</p> <p>Fireman's Fund Indemnity Corporation</p> <p>Fortegra Specialty Insurance Company</p> | <p>Subject to :</p> <p>Signed Total Cost Form</p> <p>-Upon binding of this account, we must receive a signed application from the Insured./- Copies of underlying binder(s) upon binding</p> <p>-Receipt of signed Coalition excess bundle within 30 days of binding</p> <p>-Currently valued three year loss runs.</p> <p>-Underlying subjectivities.</p> <p>-Underlying binder / policy</p> |
| <p>Airport Owners and Operators General Liability</p> <p>ACE Property & Casualty Insurance Co</p> | <p>Subject to:</p> <p>- Signed Policyholder Disclosure Notice of Terrorism Insurance Coverage</p> |
| <p>Drone Coverage</p> <p>American Alternative Insurance Corp</p> <p>American Commerce Insurance Company</p> <p>Central States Ind Co of Omaha</p> <p>Tokio Marine America Insurance Company</p> | <p>Updated, signed and dated (by insured) application</p> <p>Updated drone and other equipment list</p> <p>Copies of all RPLs Remote Pilot License(s), currently dated with 2 years, fo all insured pilots</p> |

Claims Reporting By Policy

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

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

Reporting Direct to Carrier [Only When Applicable]

| Coverage(s): <i>Crime</i> | Report To: |
|--|--|
| Insurer: Travelers Casualty and Surety Company of America Policy Number: Policy Term: May 8, 2024 to May 8, 2025 | Insurer/TPA Name: Travelers Casualty and Surety Company of America Phone: 800-842-8496 Fax: 888-460-6622 Email: BSIclaims@travelers.com Web: Other: https://www.travelers.com/claims/ Surety Bond: https://www.travelers.com/claims/report-claim/business/surety-bond |

| Coverage(s): <i>General Liability Including Professional Liability</i> | Report To: |
|--|--|
| Insurer: Allied World Surplus Lines Insurance Company Policy Term: 05/08/2024 to 05/08/2025 | Insurer/TPA Name: Allied World Surplus Lines Insurance Company Phone: 441.278.5400 Fax: Email: CASUALTY : awacus.generalcasualtyclaims@awac.com PROFESSIONAL LINES : noticeofloss@awac.com PROPERTY : awacus.propertyclaims@awac.com Management Liability : Awacus.financialclaims@awac.com Construction: NoticeofLossPrimaryConstruction@awac.com Environmental/Pollution : EnvCasClaims@awac.com Web: https://alliedworldinsurance.com/general-claims/ |

| Coverage(s): <i>Excess Liability</i> | Report To: |
|---|--|
| Insurer: Allied World National Assurance Company Policy Term: 05/08/2024 to 05/08/2025 | Insurer/TPA Name: Allied World National Assurance Company Phone: 441.278.5400 Fax: |

| | |
|--|---|
| | Email: CASUALTY : awacus.generalcasualtyclaims@awac.com PROFESSIONAL LINES : noticeofloss@awac.com PROPERTY : awacus.propertyclaims@awac.com Management Liability : Awacus.financialclaims@awac.com Construction: NoticeofLossPrimaryConstruction@awac.com Environmental/Pollution : EnvCasClaims@awac.com Web: https://alliedworldinsurance.com/general-claims/ |
|--|---|

| Coverage(s): Package - IM | Report To: |
|---|--|
| Insurer: Federal Insurance Company Policy Term: 05/08/2023 to 05/08/2024 | Insurer/TPA Name: Federal Insurance Company Phone: 1-800-2524670 Fax: 1-800-300-2538 Email: Web: |

| Coverage(s): Property | Report To: |
|--|--|
| Insurer: Federal Insurance Company Policy Term: 05/08/2024 - 05/08/2025 | Insurer/TPA Name: Federal Insurance Company Phone: 1-800-2524670 Fax: 1-800-300-2538 Email: Web: |

| Coverage(s): VET Professional Liability | Report To: |
|---|--|
| Insurer: Evanston Insurance Company Policy Term: 05/08/2024 - 05/08/2025 | Insurer/TPA Name: Evanston Insurance Company Phone: 800-431-1270 / 800-362-7535 Fax: 804-747-9367 Email: newclaims@markel Web: https://www.markelinsurance.com/file-a-claim |

| Coverage(s): Cyber Liability | Report To: |
|---|---|
| Insurer: Crum & Forster Specialty Insurance Company Policy Term: 05/08/2024 - 05/08/2025 | Insurer/TPA Name: Crum & Forster Specialty Insurance Company Phone: 800-690-5520 Fax: 877-622-6218 Email: crumandforsternol@cfins.com Web: http://www.cfins.com/claims/report-a-claim/ |

| Coverage(s): Excess Cyber Liability \$3M X \$3M | Report To: |
|---|---|
| Insurer: Arch Specialty Insurance Company, Vantage Risk Specialty Insurance Company, Aspen Specialty Insurance Company, Chaucer Insurance Company DAC, Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company | Insurer/TPA Name: Arch Specialty Insurance Company, Vantage Risk Specialty Insurance company, Aspen Specialty Insurance Company, Chaucer Insurance Company DAC, Fireman's Fund Indemnity Corporation, Fortegra Specialty InsuranceCompany |

| | |
|--------------------------------------|--|
| Policy Term: 05/08/2024 - 05/08/2025 | Phone: 1.833.866.1337 Fax: Email: claims@coalitioninc.com Web: |
|--------------------------------------|--|

| <i>Coverage(s): Airport Owners and Operators General Liability</i> | <i>Report To:</i> |
|--|--|
| Insurer: Ace Property And Casualty Insurance Company Policy Term: 05/08/2024 - 05/08/2025 | Insurer/TPA Name: Ace Property And Casualty Insurance Company Phone: 800-252-4670 Fax: 1-800-300-2538 Email: acecrs-claims@chubb.com Web: https://www.chubb.com/us-en/claims/commercial-claims.aspx |

| <i>Coverage(s): Automobile, Umbrella, Public Entity Employment-Related Practices Liability, Public Entity Management Liability, Law Enforcement Liability, Package-General Liability</i> | <i>Report To:</i> |
|--|--|
| Insurer: Travelers Indemnity Company Policy Term: 05/08/2024 - 05/08/2025 | Insurer/ TPA Name: The Travelers Indemnity Company Phone: 1-800-238-6225. Fax: Email: Web: |

| <i>Coverage(s): Owners and Contractors Protective Liability</i> | <i>Report To:</i> |
|---|---|
| Insurer: Travelers Property Casualty Company of America Policy Term: 05/08/2024 - 05/08/2025 | Insurer/ TPA Name: Travelers Property Casualty Company of America Phone: 1-800-238-6225. Fax: Email: Web: |

Reporting to Gallagher or Assistance in Reporting

| <i>Coverage(s):</i> | <i>Report To:</i> |
|---|---|
| Gallagher Claim Center Policy Number: Policy Term: | Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com |



Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

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

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

Key Benefits of Gallagher STEP

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

Most Popular Training Modules

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



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

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

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R Is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

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

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Overview and Login Information

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

To access the Gallagher eRiskHub® now:

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

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

Key Features of the Gallagher eRiskHub®

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

Gallagher's Cyber Capabilities

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

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Insurance | Risk Management | Consulting

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

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Business Continuity and Resilience Services

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

- Cyber attacks
- COVID-19
- Natural disasters

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

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

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

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

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

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

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%-30% drop in their stock price as a result of the way the incident was managed."

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

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

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

Oxford Metrica study 2020

Business Continuity

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

Crisis Management

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

Crisis Communications

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

Supply Chain Risk Management

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

Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for 11 consecutive years.

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



Insurance | Risk Management | Consulting

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Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our clients' legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.

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Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2022.

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A Next Generation Engagement Solution

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

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

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



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Contractual Risk Compliance



Insurance | Risk Management | Consulting



Verified Testimonial

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

Mitigate contractual risk with confidence

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

Protect your business from unknown risk

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

Track more than just certificates of insurance (COIs)

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

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

Gallagher Verify brings big benefits to your business

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

*Tier 2 model.



Learn More About CORE360®

Gallagher Verify is part of Gallagher CORE360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

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

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

Tiers of service tailored to the needs of your organization

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

Verified Testimonial

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

The Gallagher Way.
Since 1927.

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

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EMPLOYMENT PRACTICES LIABILITY COVERAGE

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.
PLEASE READ ALL TERMS CAREFULLY.**

I. INSURING AGREEMENT

- A. The Company will pay on behalf of the **Insured, Loss** for any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Employment Practice**.
- B. If ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, the Company will pay on behalf of the **Insured, Loss** for any **Third Party Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Third Party Wrongful Act**.

II. DEFINITIONS

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type will have the meanings set forth in section II. DEFINITIONS:

- A. **Claim** means an **Employment Claim** or, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage is applicable, a **Third Party Claim**. A **Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Claim** until after the **Policy Period** has expired, then such **Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Claim**.
- B. **Claimant** means:
1. a past, present or future **Employee** of or applicant for employment with the **Insured Organization**;
 2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Organization**; or
 3. any **Independent Contractor**.
- C. **Discrimination** means any actual or alleged:
1. violation of any employment discrimination law; or
 2. disparate treatment of, or the failure or refusal to hire a **Claimant** or **Outside Claimant** because he or she is or claims to be a member of a class which is or is alleged to be legally protected.
- D. **Employee** means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:
1. who is on the payroll of the **Insured Organization**, including:
 - a. any in-house general counsel of the **Insured Organization**; and

- b. any other full-time, part-time, and seasonal worker;
2. who is a volunteer or temporary worker; or
3. whose services have been leased by the **Insured Organization**.

Independent Contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

E. **Employment Agreement** means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

F. **Employment Claim** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, or against an **Insured Person** serving in an **Outside Position** by or on behalf of or for the benefit of an **Outside Claimant**, for a **Wrongful Employment Practice**; provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

G. **Executive Officer** means an officer, member of the board of directors, natural person partner, principal, risk manager, **LLC Manager**, in-house general counsel, member of the staff of the human resources department of the **Insured Organization** or a functional equivalent thereof.

H. **Independent Contractor** means any natural person who is not an **Employee** but who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act**.

I. **Insured** means the **Insured Persons** and the **Insured Organization**.

J. **Insured Organization** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

K. **Insured Person** means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

L. **Loss** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. "**Loss**" does not include:

1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;
2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;
3. medical, pension, disability, life insurance, **Stock Benefit** or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of:
 - a. medical, pension, disability, life insurance, or other similar employee benefits; or
 - b. **Stock Benefits** of an **Insured Organization** whose equity or debt securities are not publicly traded, including on a stock exchange or another organized securities market, as consequential damages for a **Wrongful Act**; or
4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

M. **Outside Claimant** means:

1. a past, present or future **Outside Employee** of or applicant for employment with an **Outside Entity**;
2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of present or former **Outside Employees** or applicants for employment; or
3. any natural person independent contractor who performs labor or service for the **Outside Entity** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Outside Entity**.

N. **Outside Employee** means a natural person whose labor or service is engaged by and directed by an **Outside Entity** and:

1. who is on the payroll of an **Outside Entity**, including:
 - a. any in-house general counsel of the **Outside Entity**; and
 - b. any other full-time, part-time, and seasonal worker;

2. who is a volunteer or temporary worker; or
3. whose services have been leased by the **Outside Entity**.

The status of an individual as an **Outside Employee** will be determined as of the date of the alleged **Wrongful Employment Practice**.

O. Outside Entity means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), or 501(c)(10) of the Internal Revenue Code of 1986, as amended; or
2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

P. Outside Position means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

Q. Retaliation means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** or **Outside Claimant** on account of such **Claimant's** or **Outside Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** or **Outside Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

R. Sexual Harassment means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature:

1. which is made a term or condition of a **Claimant's** or **Outside Claimant's** employment or advancement;
2. which the submission to or rejection of is used as a basis for decisions affecting the **Claimant** or **Outside Claimant**; or
3. which has the purpose or effect of creating an intimidating, hostile or offensive work environment.

S. Stock Benefit means compensation provided to **Employees** in the form of equity or debt securities or rights to purchase equity or debt securities or the value thereof, including any grant of stock, restricted stock, stock options or warrants, phantom stock, stock appreciation rights, or performance shares.

T. Subsidiary means:

1. any corporation, partnership, limited liability company or other entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
2. any non-profit entity over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
3. any entity operated as a joint venture, in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation the **Insured**

Organization solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or

4. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

U. Third Party Claim means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;
4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding.

V. Third Party Wrongful Act means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination, or
2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

W. Workplace Harassment means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

X. Wrongful Act means:

1. a **Wrongful Employment Practice** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Insured Organization**;
2. a **Wrongful Employment Practice** by an **Insured Person** in his or her **Outside Position** occurring in the course of or arising out of an **Outside Claimant's** employment, application for employment or performance of services with an **Outside Entity**; or
3. a **Third Party Wrongful Act**, if ITEM 5 of the Declarations indicates that Third Party Claim Coverage has been purchased.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

Y. **Wrongful Employment Practice** means any actual or alleged:

1. **Discrimination**;
2. **Retaliation**;
3. **Sexual Harassment**;
4. **Workplace Harassment**;
5. **Wrongful Termination**;
6. breach of **Employment Agreement**;
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. employment-related defamation, including libel or slander, or invasion of privacy;
10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
12. employment-related wrongful infliction of emotional distress; or
13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with a **Wrongful Employment Practice** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant** or **Outside Claimant**.

Z. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Organization**, or the actual or constructive termination of an employment relationship between an **Outside Claimant** and an **Outside Entity**, in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** for any damage to, or destruction of, loss of, or loss of use of, any tangible property including damage to, destruction of, loss of, or loss of use of, tangible property that results from inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** for any bodily injury, sickness, disease, death, or loss of consortium; provided that this exclusion will not apply to that portion of a **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation, or loss of reputation.
3. The Company will not be liable for **Loss** for any **Claim**:

- a. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**;
- b. based upon or arising out of any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
- c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

provided that this exclusion will not apply to **Claims** for **Retaliation**.

4. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
5. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**.
6. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any fact, circumstance, situation, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct renewal or replacement or which it succeeds in time.
7. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion will not apply to **Claims** for **Retaliation**.
8. The Company will not be liable for **Loss** for any **Claim** for any liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
9. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or **Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Claims** for **Retaliation**.
10. The Company will not be liable for **Loss** for any **Claim** based upon or arising out of, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**.
11. The Company will not be liable for **Loss** for any **Third Party Claim**:

- a. alleging price discrimination, or other violation of any antitrust or unfair trade practices law; or
 - b. against an **Insured Person** solely due to their service in an **Outside Position**.
12. The Company will not be liable for **Loss** for any **Claim** for any liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased employee with the **Insured Organization** or for liability under any agreement governing the terms of the labor or service of any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement.
13. The Company will not be liable for **Loss** for any **Claim** for violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:
 - a. **Claims for Retaliation**; or
 - b. any actual or alleged violation of the Equal Pay Act.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.
2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

IV. CONDITIONS

A. SETTLEMENT

1. The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that:
 - a. the **Insured** and the party bringing a **Claim** hereunder consent to the first settlement offer recommended by the Company (the "Settlement Offer") within thirty (30) days of being made aware of such offer by the Company; and
 - b. the amount of such Settlement Offer:
 - i. is less than the remaining applicable limit of liability available at the time; and
 - ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;

the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.

2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the Company:
 - a. the Retention will not be reduced as provided in paragraph 1. above even if consent is given to the same or subsequent Settlement Offer; and
 - b. the **Insured** will be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** will also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** will not exceed the remaining applicable limit of liability.

B. OTHER INSURANCE

1. This **Liability Coverage** is primary, except as expressly stated otherwise in this **Liability Coverage**.
2. Except as stated in paragraph 3. of section IV. CONDITIONS B., this **Liability Coverage** will apply only as excess insurance over, and will not contribute with any insurance that applies to any **Claim**:
 - a. against any leased or temporary worker; or
 - b. for a **Third Party Wrongful Act**.
3. With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** will apply only as excess insurance over, and will not contribute with:
 - a. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; or
 - b. indemnification to which an **Insured Person** is entitled from any **Outside Entity** other than the **Insured Organization**.
4. This **Liability Coverage** will not be subject to the terms of any other insurance.

C. OUTSIDE POSITIONS - LIMIT OF LIABILITY

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, for such **Claim** will not exceed the largest single available limit of liability under such coverage.