EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YY)

07/01/19

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

**PRODUCER**

ALLIANT INSURANCE SERVICES, INC.

1301 DOVE STREET

SUITE 200

NEWPORT BEACH, CA 92660

PH (949) 756-0271 / FAX (949) 756-2713 LICENSE NO. 0C36861

**CODE** **SUB-CODE**

**COMPANY**

VARIOUS PER ATTACHED SCHEDULE

INSURED

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

**EVIDENCE NUMBER**

APIP1920

**POLICY NUMBER**

017471589/06 (Dec 01)

MIAMI VALLEY RISK MANAGEMENT ASSOCIATION (MVRMA) 4625 PRESIDENTIAL WAY

KETTERING, OH 45249

**EFFECTIVE DATE** (MM/DD/YY) **EXPIRATION DATE** (MM/DD/YY)

07/01/19 07/01/20

CONT. UNTIL TERMINATED IF CHECKED

**THIS REPLACES PRIOR EVIDENCE DATED:**

**PROPERTY INFORMATION**

**LOCATION / DESCRIPTION**

PENDING RECEIPT OF COMPANY POLICY(IES), THIS DOCUMENTATION IS PROVIDED AS EVIDENCE OF PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR LOCATIONS ON FILE WITH ALLIANT INSURANCE SERVICES.

**COVERAGE INFORMATION**

**COVERAGE / PERILS / FORMS / AMOUNT OF INSURANCE & DEDUCTIBLE**

“ALL RISK” OF DIRECT PHYSICAL LOSS OR DAMAGE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE PER PEPIP MANUSCRIPT POLICY FORM. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

LIMITS & DEDUCTIBLE ATTACHED FOR THE FOLLOWING:

X PROPERTY COVERAGE

X BOILER & MACHINERY COVERAGE

**REMARKS (INCLUDING SPECIAL CONDITIONS)**

**CANCELLATION**

SEE ATTACHED

**ADDITIONAL INTEREST**

**NAME AND ADDRESS** **NATURE OF INTEREST**

**MORTGAGEE** **ADDITIONAL INSURED**

EVIDENCE OF COVERAGE

LOSS PAYEE (OTHER)

**X**

EVIDENCE OF COVERAGE

**SIGNATURE OF AUTHORIZED AGENT OF COMPANY**

Form Letters3

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

**PROPERTY EVIDENCE ATTACHMENT**

**TYPE OF INSURANCE:**  Insurance Reinsurance

**NAMED INSURED:** Miami Valley Risk Management Association (MVRMA)

**DECLARATION:** 1-Cities 1

**POLICY PERIOD:** July 1, 2019 to July 1, 2020

**POLICY NUMBER:** 017471589/06 (Dec 01)

**COMPANIES:** See Attached List of Companies

TOTAL INSURED VALUES:

1,455,716,662 as of June 24, 2019

|  |  |  |
| --- | --- | --- |
| **COVERAGES & LIMITS:** | $ 1,000,000,000 | Per Occurrence: all Perils, Coverages (subject to policy |
|  |  | exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub- limits as noted below. |
|  | $ 25,000,000 | Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage). |
|  | $ 5,000,000 | Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage. |
|  | $ 25,000,000 | Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage). |
|  | $ 100,000,000 | Combined Business Interruption, Rental Income and Tuition |
|  |  | Income (and related fees). However, if specific values for such |
|  |  | coverage have not been reported as part of the Named Insured's |
|  |  | schedule of values held on file with Alliant Insurance Services, |
|  |  | Inc., this sub-limit amount is limited to $500,000 per Named |
|  |  | Insured subject to maximum of $2,500,000 Per Occurrence, Per |
|  |  | Declaration for Business Interruption, Rental Income and Tuition |
|  |  | Income combined. Coverage for power generating plants is |
|  |  | excluded, unless otherwise specified. |
|  | $ 50,000,000 | Extra Expense. |
|  | $ 25,000,000 | Miscellaneous Unnamed Locations for existing Named Insured's |
|  |  | excluding Earthquake coverage for Alaska and California |
|  |  | locations. If Flood coverage is purchased for scheduled |
|  |  | locations, this extension will extend to include Flood coverage for |
|  |  | any location not situated in Flood Zones A or V. |

COVERAGES & LIMITS:

**(continued)**

180 Days Extended Period of Indemnity

See Policy Provisions

$25,000,000 Automatic Acquisition up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of

$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

$ 1,000,000 Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.

$ 5,000,000 or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item.

$ 50,000,000 Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.

$ 25,000,000 Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.

$ 2,500,000 Money & Securities for named perils only as referenced within the policy.

$ 2,500,000 Unscheduled Fine Arts.

$ 250,000 Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration.

$ 750,000 Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.

|  |  |  |
| --- | --- | --- |
| **COVERAGES & LIMITS:****(continued)** | $ 50,000,000 | Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery). |
|  | $ 25,000,000 | Transit. |
|  | $ 2,500,000 | Unscheduled Animals; not to exceed $50,000 per Animal, per Occurrence. |
|  | $ 2,500,000 | Unscheduled Watercraft up to 27 feet. |
|  | Included | Per Occurrence for Off Premises Vehicle Physical Damage. |
|  | $ 25,000,000 | Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations. |
|  | $ 5,000,000 | Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.. |
|  | $ 5,000,000 | Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.. |
|  | $ 3,000,000 | Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately. |
|  | $ 3,000,000 | Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured’s schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to$1,000,000 Per Occurrence – Per Policy Provisions. |
|  | $ 500,000 | Jewelry, Furs, Precious Metals and Precious Stones Separately. |
|  | $ 1,000,000 | Claims Preparation Expenses. |
|  | $ 50,000,000 | Expediting Expenses. |
|  | $ 1,000,000 | Personal Property Outside of the USA. |
|  | Not Covered | Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit. |

|  |  |  |
| --- | --- | --- |
| **COVERAGES & LIMITS:** | $ 500,000 | Per Occurrence and Annual Aggregate per named insured for |
| **(continued)** |  | Communicable Disease subject to an APIP Program aggregate of $10,000,000 for all declarations combined except Hospital declarations. |
|  | $ 100,000 | Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight. |
|  | $ 100,000 | Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy. |

**VALUATION:**  Repair or Replacement Cost

* Actual Loss Sustained for Time Element Coverages
* Contractor’s Equipment/Vehicles either Replacement Cost or Actual Cash Value as declared by each insured. If not declared, valuation will default to Actual Cash Value

EXCLUSIONS

**(Including but not**

**limited to):**  Seepage & Contamination - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*

* Cost of Clean-up for Pollution - *unless otherwise provided by the Pollution Liability Coverage per the Summary attached. If, insured purchases such coverage.*
* *Mold - as more fully described in the Master Policy Wording or otherwise*

*provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary.*

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

**“ALL RISK”**

**DEDUCTIBLE:** $ 250,000 Per Occurrence, which will apply in the event a more specific

deductible is not applicable to a loss.

DEDUCTIBLES FOR SPECIFIC PERILS

**AND COVERAGES:** $250,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year

exposures).

$ 250,000 All Flood Zones Per Occurrence excluding Flood Zones A & V.

$ 100,000 Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

$ 1,000 Per Occurrence for Specially Trained Animals.

|  |  |  |
| --- | --- | --- |
| **DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES****(continued):** | $ 500,000 | Per Occurrence for Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared.Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs. |
|  | $ 10,000 | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits. |
|  | $ 50,000 | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits. |
|  | $ 10,000 | Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits. |
|  | $ 50,000 | Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits. |
|  | 24 Hour | Waiting Period for Service Interruption for All Perils and Coverages. |
|  | 2.5% | of Annual Tax Revenue Value per Location for Tax Interruption. |
|  | $ 200,000 | Per Occurrence for Off Premises Vehicle Physical Damage. If |
|  |  | Off-Premises coverage is included/purchased, the stated |
|  |  | deductible will apply to vehicle physical damage both on and off- |
|  |  | premises on a Per Occurrence basis, unless otherwise stated. If |
|  |  | Off-Premises coverage is not included, On-Premises/In-Yard |
|  |  | coverage is subject to the All Risk (Basic) deductible. |

Agreed Value Vehicle Valuation Basis

$ 250,000 Per Occurrence for Contractor's Equipment.

Agreed Value Contactor's Equipment Valuation Basis

SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that not withstanding anything contained herein to the contrary the following shall apply to this Policy:

**SPECIAL TERMS 1:** B&M Coverage for Piqua Power Plants

Not Covered for Boiler & Machinery for Piqua Power Plants Gas Turbine Generators Unit #8 & #9 No Jurisdictional Inspections - Coverage Placed with outside carrier.

Special Terms Limit

Not Covered Special Terms Deductible

**SPECIAL TERMS 2:** Stated Value Endorsement

For Mo's Restaurant located at 111 south Main St., Piqua, OH 45356, stated value valuation will apply. In the event of a partial loss, the company will only be liable for 100,000 or less. Under no circumstances will we pay more than 100,000 to include any cost relating to the demolition of the property.

Special Terms Limit

Per Line of coverage. Special Terms Deductible

**SPECIAL TERMS 3:** Stated Value Endorsement

For Ohio Building located at 113 N. Ohio Avenue, Sidney, OH 45365, stated value valuation will apply. In the event of a partial loss, the company will only be liable for 1,000,000 or less. Under no circumstances will we pay more than 1,000,000 to include any cost relating to the demolition of the property.

Special Terms Limit

Per Line of coverage. Special Terms Deductible

**SPECIAL TERMS 4:** Stated Value Endorsement

For W. Carrollton Buildings located at 1000 & 1100 Dixie Drive East, Sidney, OH 45365, stated value valuation will apply. In the event of a partial loss, the company will only be liable for 350,000 or less for the property located at 1000 Dixie Drive East and 150,000 or less for the property located at 1100 Dixie Drive East. Under no circumstances will we pay more than 350,000 for the property located at 1000 Dixie Drive East and 150,000 for the property located at 1100 Dixie Drive East to include any cost relating to the demolition of the property.

Special Terms Limit

Per Line of coverage. Special Terms Deductible

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

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

$ 250,000 Per Occurrence Deductible for Primary Terrorism.

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

$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-34 for Terrorism (Excess Layer) subject to;

$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-34, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).

$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).

$ 2,000,000 Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage.

Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage.

**TERMS & CONDITIONS:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 25% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF

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

BROKER: ALLIANT INSURANCE SERVICES, INC.

**License No. 0C36861**

Seth Cole

Senior Vice President

Justin Swarbrick First Vice President

Eve M Wildhagen Account Manager - Lead

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

*2019-2020 Alliant Property Insurance Program (APIP) Property Evidence Attachment* *Page 8 of 8*

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

**BOILER & MACHINERY EVIDENCE ATTACHMENT**

**NAMED INSURED:** Miami Valley Risk Management Association (MVRMA)

**DECLARATION:** 1-Cities 1

**POLICY PERIOD:** July 1, 2019 to July 1, 2020

**POLICY NUMBER:** 017471589/06 (Dec 01)

**COMPANIES:** See Attached List of Companies

**TOTAL INSURED VALUES:** 1,455,716,662 as of June 24, 2019

**COVERAGES & LIMITS:** $ 100,000,000 except Not Covered for Piqua Power Plants Boiler

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

Included Jurisdictional and Inspections.

NEWLY ACQUIRED

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

Included Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.

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

$ 2,000,000 Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.

$ 10,000,000 Per Occurrence for Hazardous Substances / Pollutants / Decontamination.

Included Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

**LOCATIONS:** $ 25,000,000 Automatic Acquisition for Boiler & Machinery values at

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

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

coverages

EXCLUSIONS

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

OBJECTS EXCLUDED:

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

NOTICE OF

* Testing
* Explosion, except for steam or centrifugal explosion
* Explosion of gas or unconsumed fuel from furnace of the boiler
* Insulating or refractory material
* Buried Vessels or Piping

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

**DEDUCTIBLES:** $ 10,000 except 500,000 for Power Generating Turbines and Equipment

located at power generating plants. Except as shown for Specific Objects or Perils.

$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Electronic Data Processing Media.

$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Consequential Damage.

$ 10,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.

$ 50,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.

$ 100,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.

$ 250,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.

$ 350,000 except 500,000 for Power Generating Turbines and Equipment located at power generating plants. Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.

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

24 Hours Business Interruption/Extra Expense Except as noted below. 30 Days Business Interruption - Revenue Bond.

24 Hour Waiting Period Utility Interruption.

5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.



**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**

License No. 0C36861

Seth Cole

Senior Vice President

Justin Swarbrick First Vice President

Eve M Wildhagen Account Manager - Lead

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

*2019-2020 Alliant Property Insurance Program (APIP) B&M Evidence Attachment* *Page 3 of 3*

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

**CYBER INSURANCE EVIDENCE**

TYPE OF COVERAGE: PROGRAM:

**NAMED INSURED:**

Information Security & Privacy Insurance with Electronic Media Liability Coverage

Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)

Any client(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Client(s) / Entity(ies)

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

**POLICY PERIOD:** July 1, 2019 to July 1, 2020

**POLICY #:** TBD

**TERRITORY:** WORLD-WIDE

RETROACTIVE DATE: APIP/PEPIP

*For new members – the retro active date will be the date of addition*

July 1, 2018 For existing members included on the July 1, 2018/19 policy July 1, 2017 For existing members included on the July 1, 2017/18 policy July 1, 2016 For existing members included on the July 1, 2016/17 policy July 1, 2015 For existing members included on the July 1, 2015/16 policy July 1, 2014 For existing members included on the July 1, 2014/15 policy July 1, 2013 For existing members included on the July 1, 2013/14 policy July 1, 2012 For existing members included on the July 1, 2012/13 policy July 1, 2011 For existing members included on the July 1, 2011/12 policy July 1, 2010 For existing members included on the July 1, 2010/11 policy

**CSU**

July 1, 2008 California State University and CSU Auxiliary Organizations

**INSURER:** Lloyd’s of London - Beazley Syndicate: Syndicates 2623 - 623 - 100%

COVERAGES & LIMITS:

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

**Liability** (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all

|  |  |
| --- | --- |
|  | coverage’s combined, including Claims Expenses), subject to the following sub-limits as noted. |
|  | **Aii** | $ 2,000,000 | **Annual Aggregate Limit of Liability for** each Insured/Member (Aggregate for all coverages combined, including Claim Expenses) subject to the following sub- limits as noted: |
| ***BREACH RESPONSE*** |  |  |  |
| **Breach Response****Costs:** |  | $ 500,000 | **Aggregate Limit of Liability** for each Insured/Member (Limit is increased to $1,000,000 if Beazley Nominated Services Providers are used) |
| ***FIRST PARTY LOSS*** |  |  |  |
| **Business Interruption** **Loss Resulting from** **Security Breach:** |  | $ 2,000,000 | **Aggregate Limit of Liability** for each Insured/Member |
| **Business Interruption** **Loss Resulting from** **System Failure:** |  | $ 500,000 | **Aggregate Limit of Liability** for each Insured/Member |
| **Dependent Business** **Loss Resulting from** **Security Breach:** |  | $ 750,000 | **Aggregate Limit of Liability** for each Insured/Member |
| **Dependent Business** **Loss Resulting from** **System Failure:** |  | $ 100,000 | **Aggregate Limit of Liability** for each Insured/Member |
| **Cyber Extortion Loss:** |  | $ 2,000,000 | **Aggregate Limit of Liability** for each Insured/Member |
| **Data Recovery Costs:** |  | $ 2,000,000 | **Aggregate Limit of Liability** for each Insured/Member |
| ***LIABILITY*** |  |  |  |
| **Data & Network****Liability:** |  | $ 2,000,000 | **Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses |
| **Regulatory Defense &****Penalties:** |  | $ 2,000,000 | **Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses |

Payment Card Liabilities & Costs:

**Media Liability:**

eCRIME

Fraudulent Instruction: Funds Transfer Fraud: Telephone Fraud:

$ 2,000,000 **Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses

$ 2,000,000 **Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses

$ 75,000 **Aggregate Limit of Liability** for each Insured/Member

$ 75,000 **Aggregate Limit of Liability** for each Insured/Member

$ 75,000 **Aggregate Limit of Liability** for each Insured/Member

CRIMINAL REWARD

**Criminal Reward:** $ 25,000 **Aggregate Limit of Liability** for each Insured/Member

COVERAGE ENDORSEMENT(S)

Consequential Reputational Loss:

$ 50,000 **Aggregate Limit of Liability** for each Insured/Member

Computer Hardware Replacement Costs:

$ 75,000 **Aggregate Limit of Liability** for each Insured/Member

**RETENTION:** $ 25,000 CSU Auxiliary Organizations only

$ 50,000 Per Occurrence for each Insured/Member with TIV up to

$500,000,000 at the time of loss

8 Hour waiting period for Dependent/Business Interruption Loss

$ 100,000 Per Occurrence for each Insured/Member with TIV greater than $500,000,000 at time of loss

8 Hour waiting period for Dependent/Business Interruption Loss

*\*Per Insured/Member with TIV below $250,000,000 have the option to buy- down the retention from $50,000 to $5,000 with an additional premium of*

*$2,500 per entity.*

**NOTICE:** **Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period.** Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

EXTENDED REPORTING PERIOD:

For Named Insured - To be determined at the time of election (additional premium will apply)

SPECIFIC COVERAGE PROVISIONS:

1. **Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.
2. First Party Loss

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

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

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

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

1. Liability

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

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

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

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

1. **eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:
	* *Fraudulent Instruction*
	* *Funds Transfer Fraud*
	* *Telephone Fraud*

That the Insured first discovers during the Policy Period.

1. **Criminal Reward** indemnifies the Insured/Member for Criminal Reward Funds.

Coverage Endorsement(s)

**EXCLUSIONS:**

***(Including but not limited to)***

**Consequential Reputational** indemnifies the Insured/Member for Consequential Reputational Loss, that the Insured incurs during the Notification Period as a result of (i) an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period and (ii) for which individuals have been notified pursuant to the Breach Response Services definition.

**Computer Hardware Replacement Costs** means reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach.

Coverage does not apply to any claim or loss from;

* Bodily Injury or Property Damage
* Trade Practices and Antitrust
* Gathering or Distribution of Information
* Prior Known Acts & Prior Noticed Claims
* Racketeering, Benefit Plans, Employment Liability & Discrimination
* Sale or Ownership of Securities & Violation of Securities Laws
* Criminal, Intentional of Fraudulent Acts
* Patent, Software Copyright, Misappropriation of Information
* Governmental Actions
* Other Insureds & Related Enterprises
* Trading Losses, Loss of Money & Discounts
* Media-Related Exposures – Contractual liability or obligation
* Nuclear Incident
* Radioactive Contamination
* First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization’s direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

**NOTICE OF CLAIM:**



IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)

* Claim notification under this policy is to: Beazley Group

Attn: TMB Claims Group 1270 Avenue of the Americas New York, NY 10020 tmbclaims@beazley.com

NOTICE OF CANCELLATION:

10 days for non-payment of premium

REINSTATEMENT PROVISIONS:

Optional reinstatement at 125% of the Annual Policy Premium

**CYBER COST:** Cost is included in Total Property Premium

Earned premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned.

**OTHER SERVICES** Unlimited Access to Beazley Breach Solutions

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

License No. 0C36861

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

**ALLIANT PROPERTY INSURANCE PROGRAM**

###### SUMMARY OF CYBER BOUND CHANGES

**THE FOLLOWING ITEMS ARE BOUND CHANGES AS FOR THE 2019-2020 POLICY TERM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| Business Interruption Loss resulting from System Failure: | $250,000 | $500,000 | Enhancement |
| Dependent Business Interruption Loss resulting from Dependent System Failure: | N/a | $100,000 | New Coverage |
| Fraudulent Instruction | $50,000 | $75,000 | Enhancement |
| Funds Transfer Fraud | $50,000 | $75,000 | Enhancement |
| Telephone Fraud | $50,000 | $75,000 | Enhancement |
| Computer Hardware Replacement Costs | N/a | $75,000 | New Coverage |

|  |
| --- |
| **Endorsement Enhancements:** |
| Voluntary Shutdown Coverage | - | Included | Enhancement |
| Amend Data Recovery Costs | - | Included | Enhancement |
| Amend Settlement of Claims | - | Included | Enhancement |
| Amend Definition of Data | - | Included | Enhancement |

*2019-2020 Alliant Property Insurance Program (APIP) Cyber Liability Evidence* *Page 7 of 7*

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

**POLLUTION LIABILITY COVERAGE EVIDENCE**

**TYPE OF INSURANCE:**  Insurance Reinsurance

**TYPE OF COVERAGE:** Claims Made and Reported Pollution Liability

PROGRAM: Alliant Property Insurance Program (APIP)

**NAMED INSURED:** Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

**POLICY PERIOD:** July 1, 2019 to July 1, 2020

**POLICY #:** TBD

**RETROACTIVE DATE:** July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all other insureds the retroactive date is the date of addition to the Program.

**COMPANY:** Illinois Union Insurance Company

A.M. BEST INSURANCE RATING:

**STANDARD & POORS RATING:**

A+, Superior, Financial Category XV ($2 Billion or greater)

Effective August 30, 2018

AA (Very Strong) *as of March 27, 2019*

**ADMITTED STATUS:** Non-Admitted in all states

INSURED’S OWN

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

1. PEPIP DEC 1 – SOVs
2. PEPIP DEC 2 – SOVs
3. PEPIP DEC 3 – SOVs
4. PEPIP DEC 4 – SOVs
5. PEPIP DEC 5 – SOVs
6. PEPIP DEC 11 – SOVs
7. PEPIP DEC 12 – SOVs
8. PEPIP DEC 14 – SOVs
9. PEPIP DEC 19 – SOVs
10. PEPIP DEC 23 – SOVs
11. PEPIP DEC 24 – SOVs
12. PEPIP DEC 25 – SOVs
13. PEPIP DEC 26 – SOVs
14. PEPIP DEC 27 – SOVs
15. PEPIP DEC 28 – SOVs
16. PEPIP DEC 30 – SOVs
17. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed)
18. PEPIP DEC 33 – SOVs
19. PEPIP DEC 34 – SOVs

**INSURED’S OWN SITES: CONTINUED**

Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

|  |  |  |
| --- | --- | --- |
| **COVERAGES** | **$25,000,000** | **Policy Program Aggregate (all insureds combined)** |
| **& LIMITS:** | **$ 2,000,000** | **Per Pollution Condition or Indoor Environmental** |
|  |  | **Condition** |
|  | **$ 2,000,000** | **Per Named Insured Aggregate** |
|  | **$ 2,000,000** | **Per JPA / Pool Aggregate** |

SUBLIMITS:

|  |  |
| --- | --- |
| $ 500,000 | Per Named Insured that is a K-12 School District Per |
|  | Pollution Incident Microbial Matter Sublimit\* |
| $ 500,000 | Per Named Insured Aggregate that is a K-12 School |
|  | District for Microbial Matter\* |
| $ 100,000 | Per Named Insured Per Pollution Incident Dedicated Legal |
|  | Defense Sublimit\* |
| $ 250,000 | Per Named Insured Crisis Management Response Costs |
|  | Sublimit |
| $ 50,000 | Per Named Insured Crisis Management Loss Sublimit |

**EXTENDED**

\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits, which are in addition to the limits of liability.

**REPORTING PERIOD:** For First Named Insured - To be determined at the time of election

(additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium

SPECIFIC COVERAGE PROVISIONS:

**CLAIMS MADE AND REPORTED**

Coverage A – Own Site Clean-up Costs:

Coverage for claims for clean-up costs resulting from a pollution condition on or under the insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.

Coverage B – Off-Site Clean-Up Costs:

Coverage for third-party claims resulting from a pollution condition migrating from or through and beyond the boundaries of the Insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.

Coverage C – Third-Party Claims for Bodily Injury or Property Damage: Coverage for third-party claims for bodily injury or property damage resulting from a pollution condition on, under or migrating from or through and beyond the boundaries of the Insured’s own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay.

SPECIFIC COVERAGE PROVISIONS (cont.):

Coverage D – Emergency Response Costs: Coverage for emergency response costs incurred by or on behalf of the Insured in response to a pollution condition on, under or migrating from or through and beyond the boundaries of an Insured’s own site or arising from transportation or resulting from a covered operation, provided that the emergency response costs be incurred within one hundred sixty-eight (168) hours of the commencement of such pollution condition, and reported to the Insurer within fourteen (14) days of commencement of such a pollution condition.

Coverage E – Transportation: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by transportation that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.

Coverage F – Non-Owned Locations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from any non-owned location that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.

Coverage G – Covered Operations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Covered operations do not include Transportation.

Coverage H – Business Interruption: Coverage for the Insured’s business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the Insured’s own site, on or after the retro date, provided such pollution condition results in clean- up costs covered under this policy, and the first-party claim is made and reported to the Insurer during the policy period.

Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period.

A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre- approved by the insurer and are associated with damages that would be covered by this policy.

SPECIFIC COVERAGE PROVISIONS (cont.):

Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers third- party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Insured’s product must have been manufactured, sold, handled or distributed on or after the retro date and the clean-up costs, bodily injury or property damage must be unexpected and unintended from the standpoint of the Insured. Coverage of lead contamination of potable water is excluded.

All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than $25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively, for no additional premium, automatically.

Property valued at more than $25,000,000 but less than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with two (2) years of currently valued property loss runs and shall be added as a covered location upon the closing date of such acquisition for an additional premium.

Property valued at more than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer immediately, along with two (2) years of currently valued property loss runs. Additional premium applies. For acquired locations that have underground storage tanks, the Insured must determine that all operational underground storage tanks are in material compliance with all applicable environmental laws and regulations and must obtain the most recent tank tightness testing or leak detection data conducted within sixty (60) days prior to the effective date that the Insured acquires or leases the subject location.

Illicit Abandonment is included in the definition of pollution condition.

Microbial matter and legionella pneumophila is included in the definition of Pollutant. Microbial matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

Defense Costs and Expenses are within Limits of Liability.

The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, the APIP Property policy, any standalone pollution policy, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part to microbial matter or legionella pneumophila.

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

SPECIFIC COVERAGE PROVISIONS (cont.):

**EXCLUSIONS**

(including but not limited to):

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess. Under such primary insurance policy shall erode the $750,000 per pollution condition self-insured retention.

Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that:

* The waste materials are generated from the Insured’s own site, transportation, or covered operations;
* The transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste;
* The transfer, storage, treatment or disposal facility is not listed or

proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

Coverage does not apply to any claim or loss from:

* Asbestos and Lead Based Paint. *This exclusion does not apply to claims for bodily injury or property damage, or clean-up costs for the remediation of soil, surface water, or groundwater, or clean-up costs that arise out of the inadvertent disturbance of asbestos or asbestos containing materials or lead-based paint.*
* Contractual Liability – *Does not apply liability that the Insured would have had in the absence of the contract or agreement, or the contract or agreement is an insured contract.*
* Employer Liability
* Criminal fines, penalties or assessments
* Internal Expenses – *Does not apply internal expenses incurred in response to emergency response costs, or pursuant to environmental laws that require immediate remediation of a pollution condition.*
* Insured vs. Insured
* Intentional Noncompliance - *does not apply to noncompliance based upon the Insured’s good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance, or the insured’s reasonable response to mitigate a pollution condition or loss, provided that such circumstances are reported in writing to the Insurer within three (3) days of commencement.*
* Prior Knowledge / Non-Disclosure
* Known Claims
* Landfills, Recycling Facilities, or Oil and/or Gas Producing or Refining Facilities
* Ports – *Defined as an Insured’s own site on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.*
* Airports – *Defined as an Insured’s own site whereby enplanement occurs and/or cargo is moved for a fee and the following operations are conducted: storage, transportation and dispensing of fuel and/or de- icing solutions.*

EXCLUSIONS – CONTINUED

**(including but not limited to):**

Coverage does not apply to any claim or loss from:

* Change in Intended Use or Operation – *Loss arising from a material change in use or operations. For purposes of determining whether a change is material, any change in use that results in more stringent remediation standards than those imposed on the insured’s own site at the effective date of the period of insurance shall be considered material. This exclusion does not apply to covered operations that are performed with respect to uses and operations that are within the capacity of a public entity.*
* Professional Liability
* Regulatory Compliance – *Does not apply to any such non-compliance that occurs subsequent to release from a covered underground storage tank.*
* Cyber Event - *Does not apply to losses covered by the Cyber Event coverage in this policy.*
* Work Product
* Sewage Backup - *Does not apply to an Insured’s own site.*
* Nuclear fuel, assemblies and components
* Offshore operations
* Property Damage to Conveyances - *does not apply to loss or claims arising from the Insured’s negligence*
* Workers Compensation
* Lead Contaminated Water
* War

**RETENTION:** $100,000

$300,000

$ 50,000

5 Days

**SPECIFIC RETENTION:** $250,000

$750,000

Per Pollution Incident retention except for specific retentions below

Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below

Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below Waiting Period for Business Interruption

Per Named Insured retention applicable to microbial matter for K-12 school districts only – *does not erode the Aggregate retention*

Underground Storage Tanks Specific – *does not erode the Aggregate retention*

CLAIMS REPORTING NOTICE

**PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM**

REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

**THIS IS A CLAIMS MADE POLICY**

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

**LOSS REPORTING REQUIREMENTS:**

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

1) Allianz Global Corporate & Specialty Attn: FNOL Claims Unit

1 Progress Point Parkway, 2nd Floor O’Fallon, MO 63368

In emergency, call: (800) 558-1606

Fax: (800) 323-6450

Email: NewLoss@agcs.allianz.com Online Claims Reporting form available at:

[www.agcs.allianz.com/global-offices/united-states](http://www.agcs.allianz.com/global-offices/united-states)

NOTICE OF CANCELLATION:

**REINSTATEMENT PROVISIONS:**

POLLUTION LIABILITY COST:

3) Akbar Sharif

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

415-403-1466 – fax

Akbar.Sharif@alliant.com

90 days except 10 days for non-payment of premium Not Provided.

25% Earned Premium at Inception – Deemed fully 100% earned in the event of a claim or loss.

BROKER: ALLIANT INSURANCE SERVICES, INC.

**License No. 0C36861**



**ALLIANT PROPERTY INSURANCE PROGRAM – POLLUTION LIABILITY**

###### SUMMARY OF BOUND CHANGES

**THE FOLLOWING ITEMS ARE BOUND CHANGES FOR THE 2019-2020 POLICY TERM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| Pollution Liability Policy Term | July 1, 2018 to July 1,2019 | July 1, 2019 to July 1,2020 | Update |
| Insurer | Illinois Union Insurance Company | Interstate Fire & Casualty Insurance Company | Update |
|  | $ 500,000 Per Bacteria/Virus Indoor | $ 500,000 Per Named Insured that is aK-12 School District Per Pollution Incident Microbial Matter Sub-limit\*$ 500,000 Per Named InsuredAggregate that is a K-12School District for Microbial Matter\*$ 100,000 Per Named Insured PerPollution Incident Dedicated Legal Defense Sub-limit\*$ 250,000 Per Named Insured CrisisManagement ResponseCosts Sub-limit$ 50,000 Per Named Insured CrisisManagement Loss Sub-limit\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits, which are in addition to the limits of liability. |  |
|  | Environmental Condition |  |
|  | Insured Aggregate Sub- |  |
|  | limit |  |
|  | $ 250,000 Catastrophe |  |
|  | Management Costs Sub- |  |
| Sub-limits: | limit | Update |
|  | \*Note: the above sub-limits payable |  |
|  | under this coverage do not increase and |  |
|  | are not in addition to the applicable limit |  |
|  | of liability. |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| SSCoverage Provisions: - Continued | *Not Covered* | Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period.A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements. | Enhancement |
| Coverage for catastrophe management costs (including consulting services, public relations materials, travel expenses, expenses to secure the scene of a pollution condition or indoor environmental condition, psychological counseling, medical costs, funeral costs and temporary living expenses) included, provided that the expenses are approved by the Insurer, in writing, or are incurred within seven (7) days of the discovery of a pollution condition or indoor environmental condition. | Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre-approved by the insurer and are associated with damages that would be covered by this policy. | Update |
| Other Insurance | The insurance afforded by this Policy shall apply in excess of any other valid, collectible insurance, with the exception of policies specifically written to be in excess of this policy. | The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, the APIP Property policy, any standalone pollution policy, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part to microbial matter or legionella pneumophila. | Update |

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| Non-Owned Locations (Disposal Sites) | Blanket Coverage included for Non- Owned Disposal Sites. Includes Any properly permitted and licensed non- owned disposal sites that has not been identified by the United States EPA National Priorities List, CERCLIS list or any functional equivalent of those listings, and is not undergoing voluntary or regulatory required remediation at the time the waste was received for disposal. | Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that:* The waste materials are generated from the Insured’s own site, transportation, or covered operations;
* The transfer, storage, treatment or

disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste;* The transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.
 | Update |
| Exclusions: | Criminal Fines and Criminal Penalties | Criminal fines, penalties or assessments | Update |
| First Party Property Damage – *Does not apply to remediation costs, emergency response costs, business interruption costs or catastrophe management costs.* | *Not Excluded* | Enhancement |
| *Not Excluded* | Known Claims | Update |
| *Not Covered* | Cyber Event – *Does not apply to losses covered by the Cyber Event Coverage in this policy.* | Enhancement |
| *Not Excluded* | Nuclear fuel, assemblies and components | Update |
| *Not Excluded* | Offshore operations | Update |
| Property damage to any automobile, aircraft, watercraft, railcar or other conveyance utilized for transportation. | Property Damage to Conveyances – *does not apply to loss or claims arising from the Insured’s negligence* | Enhancement |

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| Retention: | $ 100,000 Per Pollution Condition orIndoor Environmental Condition retention except for Mold or Sewage Backup$ 300,000 Per Named InsuredAggregate retentionapplicable to all Pollution Conditions or Indoor Environmental Conditions except for Mold or Sewage BackupPer Named Insured$ 50,000 maintenance retentionapplicable to all Pollution Conditions except for Mold or Sewage BackupWaiting Period for5 days Business Income and Extra Expense | $ 100,000 Per Pollution Incidentretention except for specific retentions belowPer Named Insured$ 300,000 Aggregate retentionapplicable to all Pollution Incidents except for specific retentions below$ 50,000 Per Named Insuredmaintenance retention applicable to all Pollution Incidents except for specific retentions belowWaiting Period for Business 5 days Interruption | Update |
| Specific Retention: | $ 250,000 Per Named Insuredretention applicable to Mold or Sewage Backup– *does not erode the Aggregate retention*$ 750,000Underground Storage Tanks Specific | $ 250,000 Per Named Insured retentionapplicable to microbial matter for K-12 school districts only– *does* *not* *erode* *the Aggregate retention*$ 750,000 Underground Storage TanksSpecific – *does not erode the Aggregate retention* | Enhancement |
| Notice of Cancellation | 90 days except 15 days for non-payment of premium | 90 days except 10 days for non-payment of premium | Update |
| Minimum Earned Premium | 100% Earned Premium at Inception | 25% Earned Premium at Inception; premium deemed fully 100% earned in the event of a claim or loss. | Enhancement |

|  |  |  |  |
| --- | --- | --- | --- |
| **Coverage** | **2018-2019** | **2019-2020 Bound Changes** | **Status** |
| Loss Reporting Requirements: | Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:1) Chubb Environmental Claims ManagerChubb USA ClaimsP.O. Box 5103Scranton, PA 18505-0510(800) 951-4119 (Fax – First Notices Only)(866) 635-5687 (Fax – All Other Items)First Notice Email: CasualtyRiskEnvironmentalFirstNotice@ chubb.com1. Chubb Environmental Incident ALERT Sign up at https://ace.spillcenter.net/ 24/7 incident reporting via phone, web or mobile device

App Available on Apple App Store, Google Play and Blackberry App World1. Akbar Sharif

Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660 949 260-5088949 756-2713 – faxAkbar.Sharif@alliant.com | Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response.Concurrently, please send to:1. Allianz Global Corporate & Specialty Attn: FNOL Claims Unit

1 Progress Point Parkway, 2nd Floor O’Fallon, MO 63368In emergency, call: (800) 558-1606Fax: (800) 323-6450Email: NewLoss@agcs.allianz.com Online Claims Reporting form available at:[www.agcs.allianz.com/global-](http://www.agcs.allianz.com/global-) offices/united-states1. Akbar Sharif

Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660 949 260-5088949 756-2713 – faxAkbar.Sharif@alliant.com | Update |

**ALLIANT PROPERTY INSURANCE PROGRAM 2019-2020**

**THE NAMED INSURED IS:**

**NAMED INSURED SCHEDULE AS OF 06/25/2019**

Miami Valley Risk Management Association (MVRMA) 4625 Presidential Way

Kettering, OH 45249

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

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

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

**NAMED INSURED MEMBER(S):**

Beavercreek Bellbrook Blue Ash Centerville

Centerville Community Improvement Corporation

Community Improvement Corporation of Sidney, Ohio

Downtown Wilmington Community Improvement Corporation

Englewood

Englewood Community Improvement Corporation

Indian Hill Kettering

Kettering Community Improvement Corporation Madeira

Mason

Mason Community Improvement Corporation Miamisburg

Miamisburg Community Improvement Corporation

Montgomery

Montgomery Community Improvement Corporation

Northern Area Water Authority (NAWA) Piqua

Piqua Improvement Corporation Sidney

Springdale Tipp City

Tipp Improvement Corporation (Tipp City, Ohio) Troy

Troy Community Improvement Corporation Vandalia

West Carrollton

West Carrollton Community Improvement Corporation

Wilmington Wyoming

Wyoming Community Improvement Corporation



Page 1 of 1 DECLARATION 1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Allied World NationalAssurance Company | 012526 | A, Excellent;Financial Size Category 15; | A-(As of 05/30/18) | Admitted |
|  |  | $2,000,000,000 or Greater (As of 02/15/19) |  |  |
| Arch Specialty Insurance Company | 012523 | A+, Superior;Financial Size Category 15;$2,000,000,000 to greater (As of 10/11/18) | A+(As of 06/25/18) | Non-Admitted |
| Aspen Insurance UK Limited | 084806 | A, Excellent;Financial Size Category 15;$2,000,000,000 or greater (As of 03/01/19) | A(As of 06/26/18) | Non-Admitted |
| Ategrity Specialty Insurance Company | 020603 | A-, Excellent;Financial Size Category 8;$100,000,000 to $250,000,000(As of 09/26/18) | Not Rated(As of 06/17/19) | Non-Admitted |
| Chubb European Group Limited | 086485 | A++ , Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 12/13/18) | AA(As of 06/24/16) | Non-Admitted |
| Endurance Worldwide Insurance Limited | 083234 | A+, Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 07/20/18) | A+(As of 04/26/18) | Non-Admitted |
| Evanston Insurance Co. | 003759 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 12/19/18) | A(As of 07/27/17) | Non-Admitted |
| Everest Indemnity Insurance Company | 012096 | A+, Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 05/02/19) | A+(As of 12/22/15) | Non-Admitted |
| General Security Indemnity Company of AZ | 02837 | A+, Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 09/19/18) | AA-(As of 09/07/15) | Non-Admitted |
| Hallmark Specialty Insurance Co. | 010838 | A-, Excellent;Financial Size Category 8;$100,000,000 to $250,000,000(As of 08/23/18) | Not Rated(As of 04/22/19) | Non-Admitted |
| HDI Global Specialty SE | 086486 | A, Excellent;Financial Size Category 15;$2,000,000,000 or greater (As of 01/11/19) | A+(As of 05/18/18) | Non-Admitted |
| Homeland Insurance Company of New York | 010604 | A+, Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 03/08/19) | Not Rated(As of 04/22/19) | Non-Admitted |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Interstate Fire and Casualty Ins. Co. | 02267 | A+, Superior;Financial Size Category 15;$2,000,000,000 or greater (As of 08/30/18) | AA(As of 03/17/16) | Non-Admitted |
| Ironshore Specialty Insurance Company | 013866 | A, Excellent;Financial Size Category 15;$2,000,000,000 or greater (As of 05/16/18) | A(As of 05/02/17) | Non-Admitted |
| Lancashire Insurance Company (UK) Ltd. | 078390 | A, Excellent;Financial Size Category 12;$1,000,000,000 to$1,250,000,000(As of 10/24/18) | A-(As of 02/28/18) | Non-Admitted |
| Landmark American Insurance Co. | 012619 | A+, Superior;Financial Size Category 14;$1,500,000,000 to$2,000,000,000(As of 11/02/18) | A+(As of 04/18/18) | Non-Admitted |
| Lexington Insurance Company | 002350 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 06/20/18) | A+(As of 06/06/17) | Non-Admitted |
| Liberty Mutual Fire Insurance Company | 002282 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 05/16/18) | A(As of 06/17/14) | Admitted |
| Lloyd’s of London | 085202 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 07/12/18) | A+(As of 10/12/17) | Non-Admitted |
| National Union Fire Insurance Co. (Berkshire) | 002351 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 06/20/18) | A+(As of 05/17/19) | Admitted |
| PartnerRe Ireland Insurance Ltd. | 088621 | A, ExcellentFinancial Size Category 15;$2,000,000,000 or Greater (As of 06/15/18) | A+(As of 09/07/16) | Non-Admitted |
| QBE Specialty Insurance Company | 012562 | A, Excellent;Financial Size Category 15;$2,000,000,000 or Greater (As of 06/13/18) | A+(As of 06/30/18) | Non-Admitted |
| United Specialty Insurance Company | 013105 | A, Excellent;Financial Size Category 9;$250,000,000 to 500,000,000(As of 12/19/18) | Not Rated(As of 04/30/19) | Non-Admitted |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company** | **A.M. Best's I.D. #** | **A.M. Best's Guide Rating** | **Standard and Poor's** | **State of Ohio** |
| Westchester Surplus Lines Insurance Company | 004433 | A++, Superior;Financial Size Category 15;$2,000,000,000 or Greater (As of 12/13/18) | AA(As of 06/24/16) | Non-Admitted |
| Westport Insurance Corporation | 000347 | A+, Superior;Financial Size Category 15;$2,000,000,000 or Greater (As of 12/13/18) | AA-(As of 10/28/11) | Admitted |
| XL Insurance America Inc. | 002423 | A+, Superior;Financial Size Category 15;$2,000,000,000 or Greater (As of 12/06/18) | AA-(As of 11/19/18) | Admitted |

### Disclosures / Disclaimers

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

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

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

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

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

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

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

NY Regulation 194 and General Broker Compensation Disclosure

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

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

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

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

### Other Disclosures / Disclaimers Cont.

##### FATCA:

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

##### NRRA:

*(Applicable if the insurance company is non-admitted)*

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

##### Changes and Developments

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

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

##### Loss Notification Requirements:

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

**LOSS NOTIFICATION REQUIREMENT ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

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

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

Robert A. Frey, RPA Diana L. Walizada, AIC, CPIW, RPA, AINS Senior Vice President, Regional Claims Director Vice President, Claims Unit Manager Voice: (415) 403-1445 Cell: (415) 518-8490 Voice:(415)403-1453

Email: rfrey@alliant.com Email: dwalizada@alliant.com

Address: Alliant Insurance Services, Inc.

100 Pine St, 11th Floor San Francisco CA 94111

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

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

Sandra Doig

McLaren’s Global Claims Services

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

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

Email: sandra.doig@mclarens.com

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

Beth Diamond Beazley Group

Address: 1270 Avenue of the America’s, Suite 1200 New York, NY 10020

Fax: (546) 378-4039

Email: tmbclaims@beazley.com

Elaine G. Tizon, CISR

Assistant Vice President, Claims Advocate

Address: 100 Pine Street, 11th Floor

San Francisco, CA 94111-5101

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

Email: elaine.tizon@alliant.com

1. Pollution Liability Carrier Allianz Global Corporate & Specialty (if purchased):

Allianz Global Corp. & Specialty Att: FNOL Claims Unit

Address: 1 Progress Point Parkway, 2nd Floor O’Fallon, MO 63368

In emergency call: (800) 558-1606

Fax: (800) 323-6450

Email: NewLoss@agcs.allianz.com

Akbar Sharif Claims Advocate

Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92646

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

Email: Akbar.Sharif@alliant.com

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

* Time, date and specific location of property damaged
* A description of the incident that caused the damage (such as fire, theft or water damage)
* Estimated amount of loss in dollars
* Contact person for claim including name, title, voice & fax numbers
* Complete and return the Property Loss Notice for processing.
* Mortgagee or Loss Payee name, address, and account number

**IN THE EVENT OF A**

# PROPERTY LOSS:

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

877-725-7695

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

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

1. *Report the incident to McLarens Global Claims Services AND your Alliant representative*

###### PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.

**th**

BY MAIL: 100 Pine Street, 11 Floor, San Francisco, CA 94111 BY FAX: (415) 403-1466

**BY EMAIL:** **rfrey@alliant.com** **AND** **dwalizada@alliant.com**

Carbon Copy APIP Claims Administrator: sandra.doig@mclarens.com and your Alliant representative

**Today’s Date: \_ \_**

Type of Claim: (check all that apply)

 **Real Property**  **Vehicles**

 **Personal Property**  **Other**

###### Insured’s Name & Contact Information

Insured’s Name: Point of Contact:

**Address: Phone #:**

Broker/Agent’s Name & Contact Information

**Company Name: Alliant Insurance Services - Claims** **Point of Contact: Robert A. Frey & Diana L. Walizada**

**th**

Address: 100 Pine Street, 11 Floor, San Francisco, CA 94111

**Phone #: 1-877-725-7695** **Fax #: 415-403-1466**

###### Policy Information

Policy Number: \_ Policy Period: \_ \_

**Limits of Liability: per\_ \_agg** **Self-Insured Retention/Deductible: \_**

###### Loss Information

Date of Incident/Claim: \_\_ \_ Location

**Description of Loss:**

 \_ \_ \_ \_

 **\_ \_ \_ \_ \_ Please list all attached or enclosed documentation:** **(check if none provided) \_**

 \_ \_ \_ \_ \_ Name of Person Completing This Form: \_ \_

**Signature:\_ \_ \_**

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

J. NOTICE OF LOSS

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

**IN THE EVENT OF A**

# CYBER LOSS:

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

tmbclaims@beazley.com

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

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

1. *Report the incident to Alliant Claims Department and your Alliant representative*

***SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:***

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

Please contact Beazley for a list of approved vendors.

###### CYBER FIRST NOTICE OF LOSS FORM

**SEND TO:** Beazley Group

**BY MAIL:** 1270 Avenue of the America’s, Suite 1200, New York, NY 10020

**BY FAX:** (546) 378-4039

**BY EMAIL:** **tmbclaims@beazley.com** **CC Alliant Claims Department:**

**elaine.tizon@alliant.com** , **and your Alliant representative**

**Today’s Date:**

###### Insured’s Name & Contact Information

Insured’s Name: Point of Contact:

**Address:**

Phone #:

**Broker/Agent’s Name & Contact Information**

Company Name: Alliant Insurance Services – Claims Point of Contact: Elaine Tizon

**Address:** **100 Pine Street, 11th Floor, San Francisco, CA 94111**

**Phone #: 877-725-7695 Fax #:415-403-1466**

###### Policy Information

Policy Number: Policy Period:

**Limits of Liability: per agg Self-Insured Retention/Deductible**

###### Loss Information

Date of Incident/Claim: Location:

**Description of Loss:**

Please list all attached or enclosed documentation: (check if none provided)

**Name of Person Completing This Form:**

**Signature:**

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

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

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

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

**ALLIANZ GLOBAL CORPORATE & SPECIALTY**

**IN THE EVENT OF AN**

# ENVIRONMENTAL EMERGENCY:

## Follow your organization procedures for reporting and responding to an incident

1. ***Alert local emergency authorities, as appropriate***

## Report the incident immediately at:

800-558-1606

*4]* *Report the incident to Alliant*

Akbar Sharif Claims Advocate 949-260-5088

415-403-1466 – fax

### Akbar.Sharif@alliant.com

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

DO follow your organization’s detailed response plan

DO contact your management as well as appropriate authorities

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

DO NOT ignore a potential spill or leak

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

**SEND TO:** ALLIANZ GLOBAL CORPORATE & SPECIALTY

**BY MAIL:** Allianz Global Corporate & Specialty, Attn: FNOL Claims Unit, One Progress Point Parkway, 2nd Floor, O’Fallon, MO 63368

**BY FAX:** (888) 323-6450

**BY EMAIL:** **NewLoss@agcs.allianz.com**

**CC Alliant Insurance:** **Akbar.Sharif@alliant.com** **and your Alliant Representative**

###### Today’s Date:

**Notice of: (check all that apply)**

Pollution Incident Potential Claim Other

**Third-Party Claim** **Litigation Initiated**

###### Insured’s Name & Contact Information

Company Name: Point of Contact:

**Address:**

Phone #: Broker/Agent’s Name & Contact Information

**Company Name: Alliant Insurance Services - Claims** **Point of Contact: Akbar Sharif** **Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660** **Phone #: 1-949-260-5088**

###### Policy Information

Policy Number: Policy Period:

**Limits of Liability: per agg Self-Insured Retention/Deductible**

###### Loss Information

Date of Incident/Claim: Location:

**Claimant Name/Address:**

Description of Loss:

**Please list all attached or enclosed documentation:** **(check if none provided)**

**Name of Person Completing This Form: Signature:**

###### VII. REPORTING AND COOPERATION

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

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

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

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

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

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

**V. DEFINITIONS**

**F. “Emergency response”** means actions taken and reasonable “remediation costs” 7 days following the discovery of a “pollution condition” by an “insured” in order to abate or respond to an imminent and substantial threat to human health or the environment arising out of such “pollution condition”.

**T. “Pollution condition”** means: **2.** The discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.

**V. “Remediation costs”** means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize “pollution conditions” to the extent required by “environmental law”.

**VII. REPORTING AND COOPERATION**

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

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

**SURPLUS LINES DISCLOSURE**

**OHIO**

#### THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON- LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.