



ORDINANCE NO. 2136-21

AN ORDINANCE AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN AGREEMENT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is, hereby authorized and directed to enter into an Agreement between the Village of Hawthorn Woods, a municipal corporation located in Lake County, Illinois and Arthur J. Gallagher Risk Management Services, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof, with such changes as are approved by the Mayor and Village Attorney.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, that the Chief Operating Officer is authorized to expend funds for the purchase of property, casualty and workers compensation insurance coverage from Argonaut Great Central Insurance Company, Starr Indemnity & Liability Company, Hanover Insurance Company, and the Illinois Public Risk Fund for the period January 1, 2022 to December 31, 2022 in an amount not to exceed \$172,875 as outlined in the attached Proposal of Insurance, a copy of which is attached hereto as Exhibit "A", and, by this reference, made a part hereof, with such changes as are approved by the Mayor and the Village Attorney.

The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn

Woods, Illinois on December 20, 2021:

AYES: Kaiser, Bayr, Piroo, David, McCarthy, Lynch

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:

Dominick DiMaggio
Dominick DiMaggio, Mayor

ATTEST:

Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: December 20, 2021

APPROVED: December 21, 2021



Proposal of Insurance

Village of Hawthorn Woods

2 Lagoon Drive
Hawthorn Woods, IL 60047

Presented: November 16, 2021
Effective: December 31, 2021

Ethan Salsinger
Account Executive
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows, IL 60008
(630) 773-3800
Ethan_Salsinger@ajg.com



Gallagher

Insurance | Risk Management | Consulting

11/16/2021

2021-11-16 11:00:00 AM EST

Table of Contents

Executive Summary	3
Service Team	4
Service Commitment	4
Program Structure	7
Named Insured	8
Market Review	9
Location Schedule	10
Program Details	13
Package - Property - Argonaut Great Central Insurance Company	13
Package - Inland Marine - Argonaut Great Central Insurance Company	21
Package - General Liability - Argonaut Great Central Insurance Company	23
Package - Business Auto - Argonaut Great Central Insurance Company	25
Package - Public Officials' Liability - Argonaut Great Central Insurance Company	27
Package - Employment Practices Liability - Argonaut Great Central Insurance Company	29
Package - Law Enforcement Liability - Argonaut Great Central Insurance Company	31
Package - Data Compromise - Argonaut Great Central Insurance Company	32
Package - Cyber Liability - Argonaut Great Central Insurance Company	34
Package - Umbrella - Argonaut Great Central Insurance Company	36
Crime - Hanover Insurance Company	38
Accidental Death and Dismemberment - Starr Indemnity & Liability Company	40
Workers' Compensation - Illinois Public Risk Fund	42
Premium Summary	44
Payment Plans	46
Coinsurance Illustration	47
Carrier Ratings and Admitted Status	48
Proposal Disclosures	49
Proposal Disclosures	50
Client Signature Requirements	51
Coverages for Consideration	52
Client Authorization to Bind Coverage	53
Appendix	55
Bindable Quotations & Compensation Disclosure Schedule	56
Binding Requirements	58
Claims Reporting By Policy	59
CORE360™ Loss Control Flyer	60
Cyber Liability eRiskHub Features	61
Appendix A: IPRF Letter Hawthorn Woods 2022	63
Appendix B: Statement of Values & TRIA form	64
Appendix C: Hawthorne Woods 2021 Auto	70
Appendix D: ARGO ERP Policy form	71



Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

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

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

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

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

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

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

Below is an exposure comparison from expiring to renewal term.

Policy term:	2020-2021	2021-2022	% Change
Total Values	\$15,222,968	\$15,363,565	1%
# Autos	29	32	10%
Payroll	\$3,301,357	\$3,791,083	15%
Contractor Equipment	\$1,272,486	\$1,334,791	5%

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Ethan Salsinger

Tuesday, November 16, 2021

Service Team

Ethan Salsinger has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Ethan Salsinger Account Executive	(630) 285-3651	Ethan_Salsinger@ajg.com	Producer
Deb Canning Client Service Manager	(630) 647-3102	deb_canning@ajg.com	Client Service Manager
Jeremiah Polk Client Service Associate	(630) 438-1675	Jeremiah_Polk@ajg.com	Client Service Associate

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: (630) 773-3800

Service Commitment

Account Service

At Arthur J. Gallagher & Co., our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

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

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

Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

Profit Center Premium Allocations

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

Automobile Identification Cards

ID cards will be issued upon binding of coverage.

Phone Calls

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

Certificates of Insurance

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

Quarterly Account Review

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

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

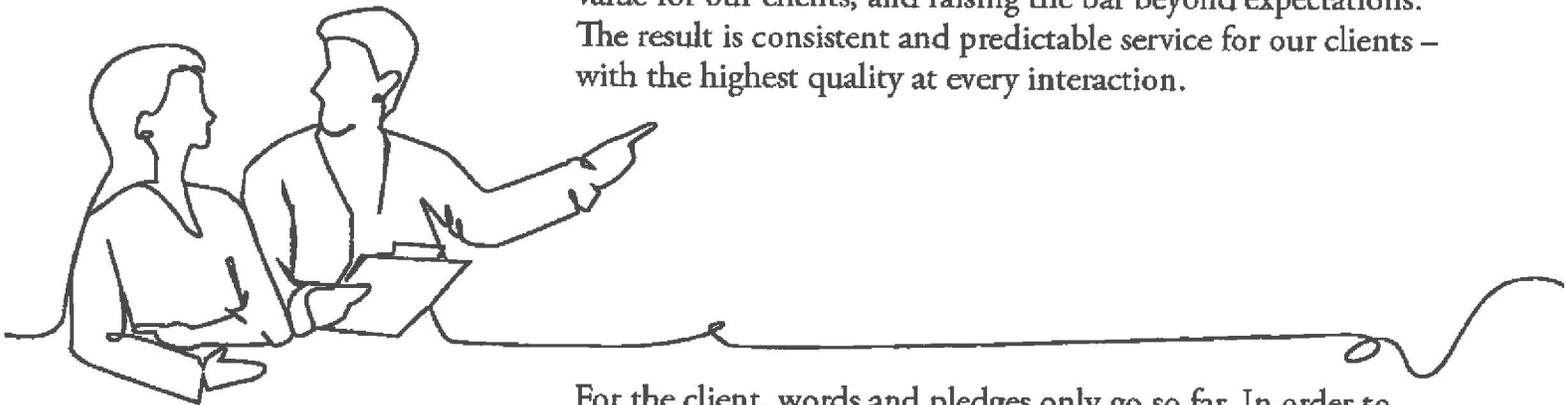


Our Service Commitment

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

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

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



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

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

Program Structure

Named Insured

Named Insured Schedule:

Named Insured	Package	Umbrella	Cyber Liability	Crime	Accidental Death and Dismemberment	Workers' Compensation
Village of Hawthorn Woods	X	X	X	X	X	X

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

Market Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Argonaut Great Central Insurance Company	Package / Umbrella (10M total Limit) (Included 1M Cyber)	Recommended Quote	\$69,793
Hanover Insurance Company	Crime	Recommended Quote	\$1,572
Starr Indemnity & Liability Company	Accidental Death and Dismemberment	Recommended Quote	\$625
Illinois Public Risk Fund	Workers' Compensation	Recommended Quote	\$83,965
Travelers Property Casualty Co of America Charter Oak Fire Insurance Company Travelers Indemnity Co of America	Package, Umbrella (10 M total Limit) (No Cyber)	Quoted	\$70,010
Standard Fire Insurance Company	Workers' Compensation	Quoted –Must be written with Package	\$77,085
TMHCC	Package / Umbrella (10M total limit)	Quoted	\$86,157
Atlantic Specialty Insurance Company	Package, Umbrella (5M total limit)	Quoted	\$95,253
Euclid Insurance Services, Inc.	Package, Umbrella	Declined to Quote - Pricing not Competitive	
BCS Insurance Company	Cyber Liability	Declined to Quote - Does Not Fit Underwriting Requirement	

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
Package - Property	1/1	2 Lagoon Dr, Hawthorn Woods IL 60047
	1/2	2 Lagoon Dr, Hawthorn Woods IL 60047
	1/3	2 Lagoon Dr, Hawthorn Woods IL 60047
	1/4	2 Lagoon Dr , Hawthorn Woods IL 60047
	2/1	27 Acorn Dr., Hawthorn Woods IL 60047
	2/2	27 Acorn Dr., Hawthorn Woods IL 60047
	2/3	27 Acorn Dr., Hawthorn Woods IL 60047
	2/4	27 Acorn Dr., Hawthorn Woods IL 60047
	3/1	42 Park View Ln, Hawthorn Woods IL 60047
	3/2	42 Park View Ln, Hawthorn Woods IL 60047
	3/3	42 Park View Ln, Hawthorn Woods IL 60047
	3/4	42 Park View Ln, Hawthorn Woods IL 60047
	3/5	42 Park View Ln, Hawthorn Woods IL 60047
	4/1	8 Copperfield Dr., Hawthorn Woods IL 60047
	4/2	8 Copperfield Dr., Hawthorn Woods IL 60047
	4/3	8 Copperfield Dr., Hawthorn Woods IL 60047
	4/4	8 Copperfield Dr., Hawthorn Woods IL 60047
	5/1	9 Heather Lane, Hawthorn Woods IL 60047
	5/2	9 Heather Lane, Hawthorn Woods IL 60047
	6/1	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/2	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/3	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/4	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/5	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/6	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/7	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/8	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/9	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/10	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/11	436 Heritage Oaks, Hawthorn Woods IL 60047
	6/12	436 Heritage Oaks, Hawthorn Woods IL 60047
	7/1	19 N. Highview Circle, Hawthorn Woods IL 60047
	7/2	19 N. Highview Circle, Hawthorn Woods IL 60047
	7/3	19 N. Highview Circle, Hawthorn Woods IL 60047
7/4	19 N. Highview Circle, Hawthorn Woods IL 60047	

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	7/5	19 N. Highview Circle, Hawthorn Woods IL 60047
	7/6	19 N. Highview Circle, Hawthorn Woods IL 60047
	8/1	Magnolia Parkway, Hawthorn Woods IL 60047
	8/2	Magnolia Parkway, Hawthorn Woods IL 60047
	8/3	Magnolia Parkway, Hawthorn Woods IL 60047
	9/1	Elm St. & Juel Cir, Hawthorn Woods IL 60047
	9/2	Elm St. & Juel Cir, Hawthorn Woods IL 60047
	10/1	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/2	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/3	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/4	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/5	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/6	35 Old McHenry Rd., Hawthorn Woods IL 60047
	10/7	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/8	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/9	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/10	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/11	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/12	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/13	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/14	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/15	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/16	35 Old McHenry Rd, Hawthorn Woods IL 60047
	10/17	35 Old McHenry Rd, Hawthorn Woods IL 60047
	11/1	Krueger and Midlothian Road, Hawthorn Woods IL 60047
	12/1	1 Hubbard Lane, Hawthorn Woods IL 60047
	13/1	94 Midlothian, Hawthorn Woods, IL 60047
	13/2	94 Midlothian, Hawthorn Woods, IL 60047
	13/3	94 Midlothian, Hawthorn Woods, IL 60047
	13/4	94 Midlothian, Hawthorn Woods, IL 60047
	13/5	94 Midlothian, Hawthorn Woods, IL 60047
	13/6	94 Midlothian, Hawthorn Woods, IL 60047
	13/7	94 Midlothian, Hawthorn Woods, IL 60047
	13/8	94 Midlothian, Hawthorn Woods, IL 60047
	13/9	94 Midlothian, Hawthorn Woods, IL 60047
	14/1	42 Park View Ln, Hawthorn Woods, IL 60047
	15/1	Acacia Drive, Hawthorn Woods, IL 60047

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	16/1	28 Bruce Circle North, Hawthorn Woods, IL 60047
	17/1	28 Palisades, Hawthorn Woods, IL 60047
	18/1	2 Hawthorn Hills Dr, Hawthorn Woods, IL 60047
	19/1	3 Hawthorn Hills Dr, Hawthorn Woods, IL 60047

Program Details

Coverage: Package - Property
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

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

Coinsurance or Agreed Amount:

AGREED AMOUNT	COINSURANCE %
Yes	N/A

Coverage:

SUBJECT OF INSURANCE	AMOUNT
Building	\$13,981,339
Business Personal Property	\$1,382,226
Blanket Limit Applies	Yes
Earthquake	\$5,000,000
Flood	\$5,000,000
Equipment Breakdown	\$15,363,565

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Deductible	\$1,000
Deductible	Earthquake	\$50,000
Deductible	Flood	\$50,000
Deductible	Equipment Breakdown - Direct Damage	\$1,000
Deductible	Equipment Breakdown - Indirect Damage	72 hour
Deductible	Business Income Coverages	
Deductible	Business Income and Extra Expense	72 Hour
Deductible	Dependent Property	72 Hour
Deductible	Interruption of Computer Operations	72 Hour
Deductible	Newly Acquired or Constructed Property - Business Income	72 Hour
Deductible	Off Premises Utility Failure-Business Income	24 Hour
Deductible	Ingress or Egress	72 Hour
Deductible	Pollutant Clean up and Removal	72 Hour
Deductible	Coverage Modifications	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Ordinance and Law	
Deductible	Coverage a	Included
Deductible	Coverage B	Included
Deductible	Coverage C	Included
Deductible	Accidental Classroom Chemical Spills	\$1,000
Deductible	Accounts Receivable Records	\$1,000
Deductible	Accumulation of Surface Water	\$1,000
Deductible	Animals:	
Deductible	Occurrence Limit	\$1,000
Deductible	Aggregate Limit	\$1,000
Deductible	Appurtenant Structures	\$1,000
Deductible	Audio Visual and Communication Equipment	\$250
Deductible	Changes in Temperature or Humidity	\$1,000
Deductible	Commandeered Property	\$250
Deductible	Computer Equipment	\$1,000
Deductible	Portable Computer Equipment - Per Item Limit	\$1,000
Deductible	Course of Construction - Per Building	\$1,000
Deductible	Debris Removal - Your Premises	\$1,000
Deductible	Debris Removal - Wind Blown Debris	\$1,000
Deductible	Electrical Damage	\$1,000
Deductible	Electronic Data	\$1,000
Deductible	Fine Arts	\$1,000
Deductible	Fungus, Wet Rot, Dry Rot and Bacteria (Limited Coverage)	\$1,000
Deductible	Glass Display or Trophy Cases	\$500
Deductible	Inventory and Appraisal	\$1,000
Deductible	Key Card Coverage	\$1,000
Deductible	Money and Securities	
Deductible	On Your Premises	\$1,000
Deductible	Away from Your Premises	\$1,000
Deductible	Newly Acquired or Constructed Property	
Deductible	Buildings	\$1,000
Deductible	Your Business Personal Property	\$1,000
Deductible	Non-Owned Detached Trailers	\$1,000
Deductible	Off Premises Utility Failure - Damage to Covered Property	\$1,000
Deductible	Outdoor Property	\$1,000
Deductible	Outdoor Signs	\$1,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Personal Effects and Property of Others	\$1,000
Deductible	Pollutant Clean up and Removal	\$1,000
Deductible	Property in Transit	\$1,000
Deductible	Property off-Premises	\$1,000
Deductible	Retaining Walls	\$1,000
Deductible	Salesperson's Samples	\$1,000
Deductible	Scada Upgrade	\$1,000
Deductible	Penstock	\$1,000
Deductible	Sod, Trees, Shrubs and Plants	
Deductible	Occurrence Limit	\$1,000
Deductible	Spoilage	\$1,000
Deductible	Theft of Jewelry, Furs, Stamps and Other Specified Items	
Deductible	Per Item	\$1,000
Deductible	Max Occurrence Limit	\$1,000
Deductible	Undamaged Leasehold Improvements	\$1,000
Deductible	Underground Fiber Optic Cable - Any One Occurrence	\$1,000
Deductible	Underground Property, Paved Surfaces or Athletic Fields	\$1,000
Deductible	Valuable Papers and Records (Other than Electronic Data)	\$1,000
Deductible	Virus, Harmful Code or Similar Instruction	\$1,000

Additional Coverage:

DESCRIPTION	AMOUNT
Equipment Breakdown:	
Business Income and Extra Expense	\$500,000
Pollutant Clean Up and Removal	\$250,000
Refrigerant Contamination	\$250,000
Spoilage	\$250,000
Business Income Coverages	
Business Income and Extra Expense	\$600,000
Dependent Property	\$100,000
Interruption of Computer Operations	\$10,000
Lease Cancellation Moving Expenses	\$5,000
Newly Acquired or Constructed Property - Business Income	\$500,000
Off Premises Utility Failure-Business Income	\$50,000
Ingress or Egress	\$25,000
Pollutant Clean up and Removal	\$25,000

Additional Coverage:

DESCRIPTION	AMOUNT
Coverage Modifications	
Ordinance and Law	
Coverage a	Included
Coverage B	\$1,000,000
Coverage C	\$1,000,000
Accidental Classroom Chemical Spills	\$50,000
Accounts Receivable Records	\$100,000
Accumulation of Surface Water	\$25,000
Animals	
Occurrence Limit	\$10,000
Aggregate Limit	\$50,000
Appurtenant Structures	\$100,000
Audio Visual and Communication Equipment	\$100,000
Changes in Temperature or Humidity	\$50,000
Commandeered Property	\$250,000
Computer Equipment	\$250,000
Portable Computer Equipment	
Per Item Limit	\$1,500
Per Policy Limit	\$15,000
Course of Construction	
Per Building	\$25,000
Per Policy Year	\$100,000
Debris Removal - Your Premises	\$250,000
Debris Removal - Wind Blown Debris	\$10,000
Electrical Damage	\$50,000
Electronic Data	\$100,000
Fine Arts	\$100,000
Fire Department Service Charge	\$25,000
Fungus, Wet Rot, Dry Rot and Bacteria (Limited Coverage)	\$15,000
Glass Display or Trophy Cases	\$5,000
Inventory and Appraisal	\$20,000
Key Card Coverage	\$25,000
Lock Replacement	\$10,000
Money and Securities	
On Your Premises	\$20,000
Away from Your Premises	\$10,000

Additional Coverage:

DESCRIPTION	AMOUNT
Newly Acquired or Constructed Property	
Buildings	\$1,000,000
Your Business Personal Property	\$1,000,000
Non-Owned Detached Trailers	\$20,000
Off Premises Utility Failure - Damage to Covered Property	\$100,000
Outdoor Property	\$100,000
Outdoor Signs	\$5,000
Personal Effects and Property of Others	\$50,000
Any One Employee or Volunteer	\$1,500
Pollutant Clean up and Removal	\$500,000
Property in Transit	\$50,000
Property off-Premises	\$50,000
Recharge of Fire Protection Equipment	\$10,000
Retaining Walls	\$5,000
Reward Payments	\$15,000
Salesperson's Samples	\$10,000
Scada Upgrade	\$100,000
Penstock	\$100,000
Sod, Trees, Shrubs and Plants	
Any One Tree, Shrub or Plant	\$1,000
Occurrence Limit	\$10,000
Spoilage	\$25,000
Theft of Jewelry, Furs, Stamps and Other Specified Items	
Per Item	\$2,500
Max Occurrence Limit	\$10,000
Undamaged Leasehold Improvements	\$50,000
Underground Fiber Optic Cable	
Any One Occurrence	\$10,000
Each 12 Month Period	\$50,000
Underground Property, Paved Surfaces or Athletic Fields	\$250,000
Valuable Papers and Records (Other than Electronic Data)	\$100,000
Virus, Harmful Code or Similar Instruction	\$25,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
Subject to:
- Fully completed/signed Trident Public Entity Application and Supplements
- Signed TRIA Form.
- Signed SOV
Year Built and Square Footage for the Amphitheatre at 2 Hawthorn Hills Dr.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Total Insured Values: \$15,363,565
Flood coverage does not apply to any Location(s) wholly or partially within Flood Zones A or V, regardless of how the Zone may be named.
Premium Excludes TRIA Premium of \$394

Premium **\$13,283.00**

ESTIMATED PROGRAM COST **\$13,283.00**

TRIA/TRIPRA PREMIUM
 (+ Additional Surcharges, Taxes and Fees as applicable) **\$398.00**

Subject to Audit: Not Auditable

Statement of Values:

Loc. #/Bldg. #	Building	Contents	Valuation Basis	Area	Year
1/1	\$3,499,267	\$270,504	Replacement Cost	14,193	1972
1/2	\$0	\$10,404	Replacement Cost	0	0
1/3	\$0	\$104,040	Replacement Cost	0	0
1/4	\$26,523	\$0	Replacement Cost	0	0

2/1	\$6,365	\$0	Replacement Cost	0	0
2/2	\$58,350	\$0	Replacement Cost	0	0
2/3	\$68,959	\$0	Replacement Cost	0	0
2/4	\$8,487	\$0	Replacement Cost	0	0
3/1	\$26,523	\$0	Replacement Cost	0	0
3/2	\$16,974	\$0	Replacement Cost	0	0
3/3	\$9,548	\$0	Replacement Cost	0	0
3/4	\$15,914	\$0	Replacement Cost	0	0
3/5	\$106,090	\$0	Replacement Cost	0	0
4/1	\$3,183	\$0	Replacement Cost	0	0
4/2	\$2,122	\$0	Replacement Cost	0	0
4/3	\$31,827	\$0	Replacement Cost	0	0
4/4	\$67,540	\$0	Replacement Cost	0	0
5/1	\$1,591	\$0	Replacement Cost	0	0
5/2	\$42,436	\$0	Replacement Cost	0	0
6/1	\$197,725	\$0	Replacement Cost	0	0
6/2	\$75,194	\$0	Replacement Cost	0	0
6/3	\$7,907	\$0	Replacement Cost	0	0
6/4	\$12,699	\$0	Replacement Cost	0	0
6/5	\$424,360	\$0	Replacement Cost	0	0
6/6	\$16,444	\$0	Replacement Cost	0	0
6/7	\$10,850	\$0	Replacement Cost	0	0
6/8	\$79,568	\$0	Replacement Cost	0	0
6/9	\$612,670	\$0	Replacement Cost	0	0
6/10	\$5,305	\$0	Replacement Cost	0	0
6/11	\$42,892	\$0	Replacement Cost	0	0
6/12	\$98,341	\$0	Replacement Cost	0	0
7/1	\$2,652	\$0	Replacement Cost	0	0
7/2	\$6,365	\$0	Replacement Cost	0	0
7/3	\$15,914	\$0	Replacement Cost	0	0
7/4	\$58,350	\$0	Replacement Cost	0	0
7/5	\$74,263	\$0	Replacement Cost	0	0
7/6	\$14,205	\$0	Replacement Cost	0	0
8/1	\$6,365	\$0	Replacement Cost	0	0
8/2	\$68,959	\$0	Replacement Cost	0	0
8/3	\$97,479	\$0	Replacement Cost	0	0
9/1	\$2,122	\$0	Replacement Cost	0	0
9/2	\$67,701	\$0	Replacement Cost	0	0
10/1	\$0	\$2,076	Replacement Cost	0	0
10/2	\$5,328	\$0	Replacement Cost	0	0
10/3	\$0	\$9,909	Replacement Cost	0	0

10/4	\$0	\$2,794	Replacement Cost	0	0
10/5	\$13,113	\$0	Replacement Cost	0	0
10/6	\$3,514	\$0	Replacement Cost	0	0
10/7	\$932,344	265,302	Replacement Cost	7,520	2003
10/8	\$164,455	\$0	Replacement Cost	1,832	1993
10/9	\$66,179	\$0	Replacement Cost	1,440	2000
10/10	\$0	\$16,979	Replacement Cost	0	0
10/11	\$0	\$7,500	Replacement Cost	0	0
10/12	\$0	\$5,553	Replacement Cost	0	0
10/13	\$0	\$11,800	Replacement Cost	0	0
10/14	\$0	\$8,050	Replacement Cost	0	0
10/15	\$0	\$4,350	Replacement Cost	0	0
10/16	\$0	\$4,250	Replacement Cost	0	0
10/17	\$0	\$4,909	Replacement Cost	0	0
11/1	\$231,750	\$0	Replacement Cost	84	2011
12/1	\$262,650	\$0	Replacement Cost	34	2011
13/1	\$3,814,195	\$138,707	Replacement Cost	6,485	2007
13/2	\$2,196,611	\$0	Replacement Cost	31,900	2007
13/3	\$37,159	\$0	Replacement Cost	0	0
13/4	\$33,832	\$0	Replacement Cost	0	0
13/5	\$6,265	\$0	Replacement Cost	0	0
13/6	\$6,644	\$0	Replacement Cost	0	0
13/7	\$26,888	\$0	Replacement Cost	0	0
13/8	\$190,383	\$0	Replacement Cost	0	0
13/9	\$0	\$3,324	Replacement Cost	0	0
14/1	\$0	\$11,800	Replacement Cost	0	0
15/1	\$0	\$42,500	Replacement Cost	0	0
16/1	\$0	\$7,500	Replacement Cost	0	0
17/1	\$0	\$93,130	Replacement Cost	0	0
18/1	\$0	\$142,485	Replacement Cost	0	0
19/1	\$0	\$214,360	Replacement Cost	0	0
Total	\$13,981,339	\$1,382,226		63,488	16,004

Client Signature

Coverage: Package - Inland Marine
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Coverage:

SUBJECT OF INSURANCE	AMOUNT
Scheduled Equipment	\$1,125,051

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Scheduled Equipment	\$1,000
Deductible	Miscellaneous Property - Emergency - Police Equipment	\$1,000
Deductible	Miscellaneous Property - Unscheduled Miscellaneous Equipment	\$1,000

Additional Coverage:

DESCRIPTION	AMOUNT
Miscellaneous Property Emergency - Police Equipment	\$209,740
Unscheduled Miscellaneous Equipment	\$10,000
- Subject to maximum amount	\$2,500 Per Item

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	RC < 10 yrs
Replacement Cost	Emergency - Police Equipment
Replacement Cost	Unscheduled Miscellaneous Equipment

Exclusions Include, but are not limited to:

DESCRIPTION
Cranes & Rigging Equipment
Mechanical or Equipment Breakdown
Pollution

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
Subject to: - Signed TRIA Form.

Binding Requirements:

DESCRIPTION
- Fully completed/signed Trident Public Entity Application and Supplements

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premium excludes TRIA Premium of \$67

Premium	\$2,222.00
ESTIMATED PROGRAM COST	\$2,222.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$67.00

Subject to Audit: Not Auditable

Equipment Schedule:

DESCRIPTION	AMOUNT
Per Schedule on File with Co.	\$1,022,486.00

Unscheduled Equipment:

DESCRIPTION	MAXIMUM ITEM	AMOUNT OF INSURANCE	COINSURANCE %
Employee Tools and Clothing		\$2,500	N/A
Leased, Rented or Borrowed Con	\$75,000	\$250,000	N/A
Your Contractor's Equipment Le	\$1,000	\$2,000	N/A

Coverage: Package - General Liability
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

DEFENSE COST DOLLAR LIMIT	DEFENSE COST TYPE / COMMENTS
Applies	In addition to Policy Limit, and if so: limited

Coverage:

DESCRIPTION	AMOUNT
Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$100,000
General Aggregate Limit	\$3,000,000
Products-Completed Operations Aggregate Limit	\$3,000,000
Employee Benefits Liability	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Sexual Abuse or Molestation Liability	\$2,500
Deductible	Employee Benefits	\$1,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Unmanned Aircraft Under 25 Pounds	Limit	\$25,000
Limited Pollution Liability Coverage (Chemical Spraying and Sewer Utility)		Included
Sexual Abuse or Molestation Liability Sublimit	Sublimit	500,000/500,000
Firework Display or Exhibition		Included
Sewer System		Included
Waterslide		Included

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
Subject to:
- Signed Selection or Rejection of Terrorism Insurance Coverage Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premium excludes TRIA Premium of \$171

Premium	\$5,699.00
ESTIMATED PROGRAM COST	\$5,699.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$171.00

Coverage: Package - Business Auto
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Coverage:

DESCRIPTION	AMOUNT	COVERED AUTOS
Liability Limit	\$1,000,000	1
Uninsured Motorist	\$500,000	2
Underinsured Motorist	\$500,000	2
Medical Payments	\$5,000	2
Comprehensive	ACV	10
Collision	ACV	10

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Comprehensive	\$1,000
Deductible	Collision	\$1,000

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
10		
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Exclusions Include, but are not limited to:

DESCRIPTION
Expected or Intended Injury
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
Subject to:
- Signed UM/UIM Form
- Auto Schedule Including Full 17-Digit VIN for all Units

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Comprehensive - OCN: \$1,736,773
Collision - OCN: \$1,736,773

Premium	\$16,717.00
ESTIMATED PROGRAM COST	\$16,717.00

Subject to Audit: Not Auditable

Auditable Exposures:

DESCRIPTION	EXPOSURE
Liability Units	32
Auto Physical Damage Units (Comprehensive and Collision Each)	30

Coverage: Package - Public Officials' Liability
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Public Officials' Liability	Claims Made	12/31/2015

Coverage:

DESCRIPTION	AMOUNT
Public Officials' Liability	
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$2,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Public Officials' Liability (Expenses included within retention) - Each Wrongful Act	\$5,000
Deductible	Public Officials P.E. 2 :	
Deductible	Firework Display or Exhibition	\$5,000
Deductible	Sewer System	\$5,000
Deductible	Waterslide	\$5,000

Claims Made Coverage:

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

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

DESCRIPTION
Refer to attached policy form

Run Off Provisions:

DESCRIPTION
Refer to attached policy form

Additional Coverage:

DESCRIPTION	AMOUNT
Public Officials P.E. 2 :	
Firework Display or Exhibition	Included
Sewer System	Included
Waterslide	included

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements

Premium	\$965.00
ESTIMATED PROGRAM COST	\$965.00

Coverage: Package - Employment Practices Liability
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Employment Practices Liability	Claims Made	12/31/2015

Coverage:

DESCRIPTION	AMOUNT
Employment Practices Liability :	
Per Wrongful Employment Act	\$1,000,000
Annual Aggregate	\$2,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Employment Practices Liability : (Expenses included within retention) - Each Wrongful Act	\$5,000
Deductible	Miscellaneous Description Back Wages	\$10,000

Claims Made Coverage:

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

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

DESCRIPTION
Refer to attached policy form

Run Off Provisions:

DESCRIPTION
Refer to attached policy form

Additional Coverage:

DESCRIPTION	AMOUNT	BASIS
Additional Coverages :		
- Non-Monetary Defense	\$50,000	Per Wrongful Act
- Non-Monetary Defense	\$50,000	Annual Aggregate
- EEOC*	\$10,000	Per Wrongful Act
- EEOC*	\$50,000	Annual Aggregate
Miscellaneous Description Back Wages	\$50,000	

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
*EEOC - Equal Employment Opportunity Commission (EEOC) Hearing Expense Limit

Premium	\$7,276.00
ESTIMATED PROGRAM COST	\$7,276.00

Coverage: Package - Law Enforcement Liability
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT	BASIS
Law Enforcement Liability	\$1,000,000	Per Wrongful Act
Law Enforcement Liability	\$2,000,000	Annual Aggregate

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Law Enforcement Liability (Expenses included within retention) - Each Wrongful Act	\$5,000

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements

Premium	\$6,632.00
ESTIMATED PROGRAM COST	\$6,632.00

Coverage: Package - Data Compromise
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Data Compromise	Claims Made	TBD	TBD

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Data Compromise Response Expense	Limit	\$1,000,000	Annual Aggregate
- 1st Party Named Malware	Sublimit	\$50,000	Per Occurrence
- Forensic IT Review	Sublimit	\$500,000	Per Occurrence
- Legal Review	Sublimit	\$500,000	Per Occurrence
- Public Relations	Sublimit	\$5,000	Per Occurrence
- Regulatory Fines/Penalties	Sublimit	\$500,000	Per Occurrence
- PCI Fines and Penalties	Sublimit	\$500,000	Per Occurrence
Data Compromise Liability	Limit	\$1,000,000	Annual Aggregate
- 3rd Party Named Malware	Sublimit	\$50,000	Per Occurrence

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Data Compromise Response Expense - Each Response Expense Occurrence Deductible	\$10,000
Deductible	Data Compromise Liability - Each Liability Occurrence	\$10,000

Claims Made Coverage:

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

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

DESCRIPTION
Refer to attached policy form

Run Off Provisions:

DESCRIPTION
Refer to attached policy form

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements

Premium	\$1,946.00
ESTIMATED PROGRAM COST	\$1,946.00

Coverage: Package - Cyber Liability
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber Liability	Claims Made	TBD	TBD

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Cyber Liability Cyber Attack and Cyber Extortion	Limit	\$1,000,000	Cyber Attack Annual Aggregate
Cyber Extortion Sublimits	Sublimit	\$100,000	Per Occurrence
Network Security Liability	Limit	\$1,000,000	Annual Aggregate
Electronic Media Liability	Limit	\$1,000,000	Annual Aggregate

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Each Cyber Attack and Extortion Occurrence Deductible	\$10,000
Deductible	Network Security Liability	\$10,000
Deductible	Electronic Media Liability - Each Electronic Media Occurrence	\$10,000

Claims Made Coverage:

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

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

DESCRIPTION
Refer to attached policy form

Run Off Provisions:

DESCRIPTION
Refer to attached policy form

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements

Premium	\$4,971.00
ESTIMATED PROGRAM COST	\$4,971.00

Coverage: Package - Umbrella
Carrier: Argonaut Great Central Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Umbrella	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

DEFENSE COST DOLLAR LIMIT	DEFENSE COST TYPE / COMMENTS
Applies	In addition to Policy Limit, and if so:

Coverage:

DESCRIPTION	AMOUNT
Each Occurrence, Offense, Accident, or Wrongful Act	\$9,000,000

Underlying Policies:

DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	\$1,000,000	Argonaut Great Central Ins Co	12/31/2021	12/31/2022
Public Officials' Liability	\$1,000,000	Argonaut Great Central Ins Co	12/31/2021	12/31/2022
Employment Practices Liability	\$1,000,000	Argonaut Great Central Ins Co	12/31/2021	12/31/2022
Law Enforcement Liability	\$1,000,000	Argonaut Great Central Ins Co	12/31/2021	12/31/2022
Auto Liability	\$1,000,000	Argonaut Great Central Ins Co	12/31/2021	12/31/2022

Additional Coverage:

DESCRIPTION
Aggregate Limits Follow Form Underlying Policies

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Total Pollution Exclusion

Binding Requirements:

DESCRIPTION
Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
Signed Client Authorization to Bind
Signed TRIA form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Premium excludes TRIA Premium of \$302

Premium	\$10,082.00
ESTIMATED PROGRAM COST	\$10,082.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$302.00

Subject to Audit: Not Auditable

Coverage: Crime
Carrier: Hanover Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Discovery	N/A	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
Employee Theft	\$500,000
Forgery or Alteration	\$100,000
Inside Premises - Theft of Money and Securities	\$100,000
Inside Premises - Robbery or Safe Burglary of Other Property	\$100,000
Outside Premises	\$100,000
Computer Fraud	\$100,000
Funds Transfer Fraud	\$100,000
Money Order & Counterfeit Paper Currency	\$10,000

TYPE	COVERAGE	AMOUNT
Deductible	Employee Theft	\$2,500
Deductible	Forgery or Alteration	\$1,000
Deductible	Inside Premises - Theft of Money and Securities	\$1,000
Deductible	Inside Premises - Robbery or Safe Burglary of Other Property	\$1,000
Deductible	Outside Premises	\$1,000
Deductible	Computer Fraud	\$1,000
Deductible	Funds Transfer Fraud	\$1,000
Deductible	Money Order & Counterfeit Paper Currency	\$250
Deductible	Funds Transfer - False Pretenses Coverage	\$5,000

Additional Coverage:

DESCRIPTION	AMOUNT
Add Faithful Performance of Duty Coverage for Government Employees	\$500,000
Funds Transfer - False Pretenses Coverage	\$25,000

Endorsements Include, but are not limited to:

DESCRIPTION
Delete Employee Exclusions - (Endorsement 54)

Endorsements include, but are not limited to:

DESCRIPTION
Government Crime Policy - CR 00 26
Add Faithful Performance Of Duty Coverage - CR2519 05/01/2006
Government Crime Policy Declarations - CRDS04 07/01/2002
Include Specified Non-compensated Officers as Employees -CR 25 08 08 07 Fill in: All board members and Trustees
Amend Computer Fraud Insuring Agreement -181-1661 03/16
Funds Transfer - False Pretenses Coverage- 181-1663 03/16
State Endorsement(Illinois Changes) - CR 02 02 10 10

Exclusions include, but are not limited to:

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

Binding Requirements:

DESCRIPTION
Signed Client authorization to bind

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
3 Year policy term total premium is \$4,716 / Annual installment of \$1,572

Premium	\$1,572.00
ESTIMATED PROGRAM COST	\$1,572.00

Coverage: Accidental Death and Dismemberment
Carrier: Starr Indemnity & Liability Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Accidental Death and Dismemberment	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
Aggregate	\$250,000
Accidental Death and Dismemberment Benefit: Covered Person Principal	\$100,000
Loss Period	365 days from the date of the Covered Accident
Accidental Medical and Dental Expense Benefit : Total Benefit Maximum for all	\$100,000
- Loss Period (first Covered Expenses must be incurred within):	90 Days After the Covered Accident
- Benefit Period	1 Year from the Date of the Covered Accident
Disability Benefit - Maximum Benefit Period	26 Weeks
Disability Benefit - Amount of Benefit	\$300

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Accident Total Disability Benefit	\$1,000
Deductible	Disability Benefit : Waiting Period 7	7 Days

Endorsements include, but are not limited to:

DESCRIPTION
AH-20001 - Blanket Accident Insurance Policy
AH-20005 - Illinois Rider
AH-20007 - Administrative Change Rider
AH-20008 - Schedule of Benefits

Exclusions include, but are not limited to:

DESCRIPTION
War
Nuclear

Exclusions include, but are not limited to:

DESCRIPTION
Pollution

Binding Requirements:

DESCRIPTION
Signed Client Authorization to bind.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
<p>Coinsurance: 100% of Usual and Customary Charges Premium Payment is Due Within Twenty (20) Days from Effective Date Accident Medical Expense Benefits are only payable: 1) for Usual and Customary Charges incurred after the Deductible has been met; 2) for those Medically Necessary Covered Expenses incurred by or on behalf of the Covered Person; 3) for Covered Expenses incurred within 365 days after the date of the Covered Accident We will not pay more than the Benefit Maximum for all losses per Accidental Death & Dismemberment Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Accidental Death & Dismemberment Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum. Classes of Eligible Persons: All registered CERT Team Trainees of the Policyholder</p>
Hazards Insured Against: Supervised and Sponsored Activities
Covered Activities: While Participating in supervised and sponsored CERT training program

Premium	\$625.00
ESTIMATED PROGRAM COST	\$625.00

Subject to Audit: Not Auditable

Coverage: Workers' Compensation
Carrier: Illinois Public Risk Fund
Policy Period: 1/1/2022 to 1/1/2023

Coverage:

DESCRIPTION	AMOUNT	BASIS
Coverage A - Workers' Compensation	Statutory	
Employers' Liability Limits: Bodily Injury by Accident	\$3,000,000	Each Accident
Employers' Liability Limits: Bodily Injury by Disease	\$3,000,000	each employee
Employers' Liability Limits: Bodily Injury by Disease	\$3,000,000	Policy Limit

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Workers' Compensation	none

States:

DESCRIPTION	STATE
States Covered:	IL

Endorsements include, but are not limited to:

DESCRIPTION
Broad Form All States for Employee Travel - IPRF WC 00 001 18
Federal Employers' Liability Act Coverage - IPRF WC 00 002 18
Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees - IPRF WC 00 003 18
Longshoremen's and Harbor Workers' Compensation Act Coverage - IPRF WC 00 004 18
Maritime Coverage - IPRF WC 00 005 18
Voluntary Compensation - IPRF WC 00 006 18

Exclusions include, but are not limited to:

DESCRIPTION
Assumptions under Contract
Bodily Injury Intentionally Caused by Insured
Bodily Injury to an Employee While Employed in Violation of Law

Binding Requirements:

DESCRIPTION
Signed Client Authorization to Bind

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
In the event that the Policy is Cancelled prior to the expiration date, then the total annual premium stated will be 100% fully earned

Premium	\$81,519.00
Fees	
3% Administrative Fee	\$2,446.00
Total Fees	\$2,446.00
ESTIMATED PROGRAM COST	\$83,965.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: At Expiration

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
IL	5506	Street Maintenance	\$578,906 - Payroll	6.525
IL	7720	Policemen	\$1,294,837 - Payroll	1.516
IL	8380	Auto Repair	\$83,176 - Payroll	2.564
IL	8810	Clerical	\$908,293 - Payroll	0.082
IL	8868	School Professional	\$13,866 - Payroll	0.230
IL	9102	Park Noc	\$423,489 - Payroll	2.504
IL	9410	Municipal Employees	\$488,516 - Payroll	2.170

Premium Summary

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

LINE OF COVERAGE	EXPIRING PROGRAM			PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package	Premium	Atlantic Specialty Insurance Company (White Mountains Insurance Group)	\$86,425	Argonaut Great Central Insurance Company (Argo Group)	\$89,793
	TRIA Premium		Excluded		\$938 AP
Cyber	Premium	BCS Ins Co	\$3,626	N/A	Included In Package
	TRIA Premium		Excluded		
Crime	Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$1,572	Hanover Insurance Company (Hanover Insurance Companies)	\$1,572
Accidental Death and Dismemberment	Premium	Starr Indemnity & Liability Company (Starr Indemnity & Liability Company)	\$1,250	Starr Indemnity & Liability Company (Starr Indemnity & Liability Company)	\$625
Workers' Compensation	Premium	Illinois Public Risk Fund (Illinois Public Risk Fund)	\$74,691	Illinois Public Risk Fund (Illinois Public Risk Fund)	\$81,519
	Total Fees		\$2,241		\$2,446
	Estimated Cost		\$76,932		\$83,965
	TRIA Premium		Included		Included
AJG Risk Management Fee			\$16,427		\$16,920
Total Estimated Program Cost			\$186,232		\$172,875
Less IPRF SAFETY Grant			(\$8,828)		(\$9,278)
Total Estimated cost 2021-2022			\$177,404		\$163,597



Village of Hawthorn Woods

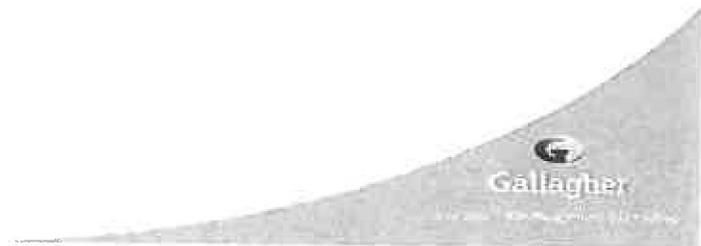


Quote from Argonaut Great Central Insurance Company (Argo Group) is valid until 12/31/2021
Quote from Illinois Public Risk Fund (Illinois Public Risk Fund) is valid until 1/1/2022
Quote from Hanover Insurance Company (Hanover Insurance Companies) is valid until 12/31/2021
Quote from Starr Indemnity & Liability Company (Starr Indemnity & Liability Company) is valid until 12/31/2021

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

Package
Crime
Accidental Death and Dismemberment
Workers' Compensation

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



Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Argonaut Great Central Insurance Company (Argo Group)	Package (includes Umbrella)	Annual pay	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Crime	Annual Instalment - 2nd Year of 3 Year term	Agency Bill
Starr Indemnity & Liability Company (Starr Indemnity & Liability Company)	Accidental Death and Dismemberment	Annual Pay	Agency Bill
Illinois Public Risk Fund (Illinois Public Risk Fund)	Workers' Compensation	12 Equal Monthly Installments	Direct Bill

Coinsurance Illustration

Coinsurance Formula:

$$\text{Insurance Carried} + \text{Insurance Required} \times \text{Loss} - \text{Deductible} = \text{Settlement}$$

Example of Coinsurance formula applied to a hypothetical loss situation:

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

Settlement determined by applying the coinsurance formula:

$$\frac{\$400,000 \text{ (Insurance Carried)}}{\$800,000 \text{ (Insurance Required)}} \times \$200,000 \text{ (Loss)} - \$500 \text{ (Deductible)} = \$99,500 \text{ Settlement}$$

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

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY	ADMITTED/NON-ADMITTED **
Argonaut Great Central Insurance Company	A- XIV	Admitted
Atlantic Specialty Insurance Company	A+ XV	Admitted
Charter Oak Fire Insurance Company	A++ XV	Admitted
Hanover Insurance Company	A XV	Admitted
Illinois Public Risk Fund	NR (1)	Admitted
Standard Fire Insurance Company	A++ XV	Admitted
Starr Indemnity & Liability Company	A XV	Admitted
Travelers Indemnity Co of America	A++ XV	Admitted
Travelers Property Casualty Co of America	A++ XV	Admitted
US Specialty Insurance	A++ XV	Admitted

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

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

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

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

(1) The Illinois Public Risk Fund is a Self-Insured program established in 1985 solely for the purpose of providing Workers Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation which is rated A+ XV by A.M. Best

Proposal Disclosures

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

Proposal Disclaimer

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

Compensation Disclosure

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

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

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

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

TRIA/TRIPRA Disclaimer

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

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

Client Signature Requirements

Coverages for Consideration

Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Umbrella

- Increased Limits

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/16/2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package
	Argonaut Great Central Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime
	Hanover Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Accidental Death and Dismemberment
	Starr Indemnity & Liability Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Workers' Compensation
	Illinois Public Risk Fund
<i>TRIA Cannot Be Rejected</i>	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Umbrella

Yes No - Increased Limits

Fee Agreement: *In lieu of / In addition to* commission received by Gallagher for the policy term reflected herein, effective: 12/31/2021 Gallagher will receive a fee of: **\$16,920.00** for:

Risk Management Services

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

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

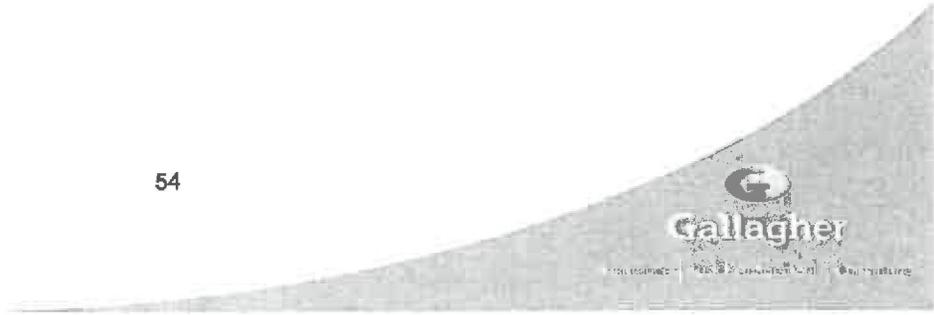
I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: Dominick DiMaggio
 Print Name (Specify Title)

Village of Hawthorn Woods
 Company

[Signature]
 Signature

Date: 2/21/21

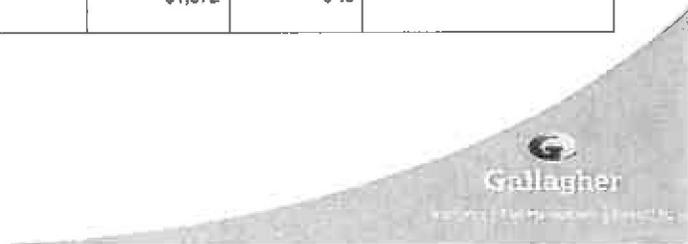


Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Village of Hawthorn Woods

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME(S)	EST. ANNUAL PREMIUM	COMM % OR FEE	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Package Property Inland Marine General Liability Business Auto Public Officials' Liability Employment Practices Liability Law Enforcement Liability Data Compromise Cyber Liability Umbrella	Argonaut Great Central Insurance Company (Argo Group)	Trident Insurance Services	\$69,793	0%	**
Package	Travelers Property Casualty Co of America / Charter Oak Fire Insurance Company / Travelers Indemnity Co of America (The Travelers Companies, Inc.)	N/A	\$70,010	0%	
Package	Tokio Marine HCC/ US Specialty Insurance Company	N/A	\$86,157	0%	
Package (5M total limit)	Atlantic Specialty Insurance Company (White Mountains Insurance Group)	OneBeacon Insurance	\$94,703	0%	**
Crime	Hanover Insurance Company (Hanover Insurance Companies)	N/A	\$1,572	0%	



Village of Hawthorn Woods



COVERAGES	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME	EST. ANNUAL PREMIUM	COMM. OR FEE	GALLAGHER-OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Accidental Death and Dismemberment	Starr Indemnity & Liability Company	Risk Placement Services	\$625	10 %	10 %
Workers' Compensation	Illinois Public Risk Fund	Boyle, Flagg and Seamon, Inc. (BF&S Insurance)	\$83,965	0%	3%
Workers' Compensation	Standard Fire Insurance Company (The Travelers Companies, Inc.)	N/A	\$77,085	0 %	
AJG Risk Management Fee				\$16,920	

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

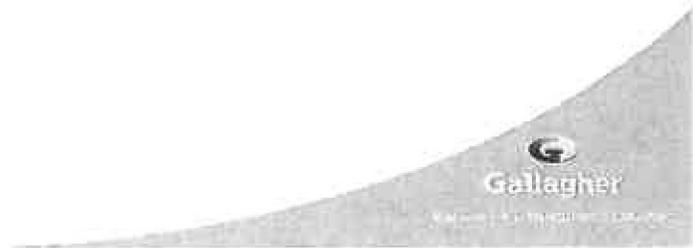
2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

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

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

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

4. **Commission Undisclosed



Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Package Argonaut Great Central Insurance Company	Subject to Fully Completed/Signed Trident Public Entity Application and Supplements
	Signed Client Authorization to Bind
	Signed TRIA Form.
	Signed SOV
	Year Built and Square Footage for the Amphitheatre at 2 Hawthorn Hills Dr.
	Signed UM/UIM Form
Crime Hanover Insurance Company	Signed Client authorization to bind
Accidental Death and Dismemberment Starr Indemnity & Liability Company	Signed Client Authorization to bind.
Workers' Compensation Illinois Public Risk Fund	Signed Client Authorization to Bind
	Signed IPRF Solvency Letter

Claims Reporting By Policy

Immediately Report all claims.

Direct Reporting

Package

Agro Group

Phone# 833-240-4128

Email: CommercialNewClaims@argogroupus.com

Website: <https://www.argolimited.com/claims/>

Crime

Hanover Insurance Company

Phone#: 800-628-0250

Fax#: 800-399-4734

Email: firstreport@hanover.com

Volunteer Accident

Starr Indemnity and Liability Company

1601 Market Street, Suite 1800

Philadelphia, PA 19103 Fax: 888-329-5677

Workers' Compensation

Illinois Public Risk Fund

Phone #: 1-844-522-6082 24/7

CORE360™ Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

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

Gallagher's CORE360™ Loss Control Portal is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

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

Please visit
ajg.com/LossControlPortal to learn more.

Most Popular Training Modules:

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



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



To access the Gallagher | eRiskHub® now:

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

The Gallagher Way. Since 1927.

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

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D66243) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 01140259).

eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- **Gallagher Cyber Risk Due Diligence** — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- **Risk Manager Tools** — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- **News Center** — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- **Learning Center** — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- **Security & Privacy Training** — An overview of best practices for creating an effective security training program for employees.
- **Strategic Third-Party Relationships and Partner Resources** — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

Cyber Liability



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS

November 15, 2021

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

Re: Workers Compensation
01/01/2022 – 01/01/2023
Illinois Public Risk Fund

In addition to the proposal and in the interest of providing you insurance consistent with your requirements, we have confirmed that Workers Compensation coverage is available from Illinois Public Risk Fund.

This company is a Illinois Public Risk Fund sponsored by Boyle, Flagg and Seaman Insurance. Your affiliation with Arthur J. Gallagher Risk Management Services, Inc. qualifies you to place coverage with this company. Because this company is a highly specialized market, only offering coverage to members of Illinois, we will use this company only with your approval. The following information is available for your review:

- AM Best for Safety National Casualty Corporation
- Illinois Public Risk Fund By Laws
- Illinois Public Risk Fund Pooling Agreement
- Illinois Public Risk Fund Financial Stability Rating

Please review this and other available information with your accountant and/or attorney to assist you in judging the acceptability of this carrier.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

The undersigned, a duly authorized officer or representative acting in said capacity, acknowledges receipt of the information contained herein. Notwithstanding this information, the undersigned hereby authorizes and directs Arthur J. Gallagher & Co. and any of its subsidiary companies to bind the coverage outlined above.

By:

Ethan Salsinger
Producer

Name

Title

Dominick DiMaggio
Print Name

Date

12/21/21

Statement of Values: Village of Hawthorn Woods, Illinois

Effective Dates: 12/31/2021 - 12/31/2022

11/11/2021

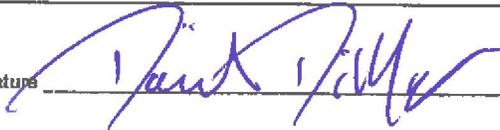
Loc #	Bldg #	Building	Contents	Valuation	Const	Location	Address	City/Town	ST	ZIn	Area	Year	Spk	Sl
1	1	\$3,489,267	\$270,504	RC	Frame	Village Hall/Police Station	2 Lagoon Dr	Hawthorn Woods	IL	60047	14,193	1972	N	
1	2	\$0	\$10,404	RC	Frame	Minolta Copier	2 Lagoon Dr	Hawthorn Woods	IL	60047	0	0	N	
1	3	\$0	\$104,040	RC	Frame	Computers/Printers/Network equip	2 Lagoon Dr	Hawthorn Woods	IL	60047	0	0	N	
1	4	\$26,523	\$0	RC	Fire Resistive	Bike Racks	2 Lagoon Dr	Hawthorn Woods	IL	60047	0	0	N	
2	1	\$6,365	\$0	RC	Fire Resistive	Brierwoods Park/Benches Tables	27 Acorn Dr.	Hawthorn Woods	IL	60047	0	0	N	
2	2	\$58,350	\$0	RC	Fire Resistive	Brierwoods Park/Playground Equip	27 Acorn Dr.	Hawthorn Woods	IL	60047	0	0	N	
2	3	\$68,959	\$0	RC	Fire Resistive	Brierwoods/Bridlewoods Parks/Playground Equip	27 Acorn Dr.	Hawthorn Woods	IL	60047	0	0	N	
2	4	\$8,487	\$0	RC	Fire Resistive	Brierwoods/Bridlewoods Parks/benches, Grills, Tables	27 Acorn Dr.	Hawthorn Woods	IL	60047	0	0	N	
3	1	\$26,523	\$0	RC	Fire Resistive	Community Park - Fencing BB Field - West Field	42 Park View Ln	Hawthorn Woods	IL	60047	0	0	N	
3	2	\$16,974	\$0	RC	Fire Resistive	Community Park - Fencing BB Field - East Field	42 Park View Ln	Hawthorn Woods	IL	60047	0	0	N	
3	3	\$9,548	\$0	RC	Fire Resistive	Community Park - Picnic Tables/garbage cans/benches	42 Park View Ln	Hawthorn Woods	IL	60047	0	0	N	
3	4	\$15,914	\$0	RC	Fire Resistive	Community Park - Irrigation System	42 Park View Ln	Hawthorn Woods	IL	60047	0	0	N	
3	5	\$106,090	\$0	RC	Fire Resistive	Community Park - Playground Equip	42 Park View Ln	Hawthorn Woods	IL	60047	0	0	N	
4	1	\$3,183	\$0	RC	Fire Resistive	Copperfield Park - Benches	8 Copperfield Dr.	Hawthorn Woods	IL	60047	0	0	N	
4	2	\$2,122	\$0	RC	Fire Resistive	Copperfield Park - Benches	8 Copperfield Dr.	Hawthorn Woods	IL	60047	0	0	N	
4	3	\$31,827	\$0	RC	Fire Resistive	Copperfield Park - Playground Equip	8 Copperfield Dr.	Hawthorn Woods	IL	60047	0	0	N	
4	4	\$67,540	\$0	RC	Masonry Non-Combustible	Gazebo	8 Copperfield Dr.	Hawthorn Woods	IL	60047	0	0	N	
5	1	\$1,591	\$0	RC	Fire Resistive	Heather Highland Park - Benches	9 Heather Lane	Hawthorn Woods	IL	60047	0	0	N	
5	2	\$42,436	\$0	RC	Fire Resistive	Heather Highland Park - Playgoung equip	9 Heather Lane	Hawthorn Woods	IL	60047	0	0	N	
6	1	\$197,725	\$0	RC	Fire Resistive	Heritage Oaks Park - Baseball fencing	436 Heritage Oaks	Hawthorn	IL	60047	0	0	N	

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST Zip</u>	<u>Area</u>	<u>Year</u>	<u>Spk/</u>
6	2	\$75,194	\$0	RC	Fire Resistive	Heritage Oaks Park - Basketball court	436 Heritage Oaks	Woods Hawthorn Woods	IL 60047	0 0		N
6	3	\$7,907	\$0	RC	Fire Resistive	Heritage Oaks Park - Bike Racks	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	4	\$12,699	\$0	RC	Fire Resistive	Heritage Oaks Park - Bleachers (baseball fields)	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	5	\$424,360	\$0	RC	Fire Resistive	Heritage Oaks Park - Concession stand building	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	6	\$16,444	\$0	RC	Fire Resistive	Heritage Oaks Park - Drinking Fountains	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	7	\$10,850	\$0	RC	Fire Resistive	Heritage Oaks Park - Flagpoles	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	8	\$79,568	\$0	RC	Masonry Non-Combustible	Heritage Oaks Park - Gazebo	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	9	\$612,670	\$0	RC	Fire Resistive	Heritage Oaks Park - Irrigation System	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	10	\$5,305	\$0	RC	Fire Resistive	Heritage Oaks Park - Player Benches	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	11	\$42,892	\$0	RC	Fire Resistive	Heritage Oaks Park - Playground baseball area	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
6	12	\$98,341	\$0	RC	Fire Resistive	Heritage Oaks Park - Tennis Court	436 Heritage Oaks	Hawthorn Woods	IL 60047	0 0		N
7	1	\$2,652	\$0	RC	Fire Resistive	Highview Park - benches	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
7	2	\$6,365	\$0	RC	Fire Resistive	Highview Park - Fencing BB field	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
7	3	\$15,914	\$0	RC	Fire Resistive	Highview Park - Fencing Tennis Court	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
7	4	\$58,350	\$0	RC	Fire Resistive	Highview Park - Playground Equip	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
7	5	\$74,263	\$0	RC	Fire Resistive	Highview Park - Hockey/basketball	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
7	6	\$14,205	\$0	RC	Fire Resistive	Park Signs	19 N. Highview Circle	Hawthorn Woods	IL 60047	0 0		N
8	1	\$6,365	\$0	RC	Fire Resistive	Rambling Hills Park - Fencing - BB Field	Magnolia Parkway	Hawthorn Woods	IL 60047	0 0		N
8	2	\$68,959	\$0	RC	Fire Resistive	Rambling Hills Park - Playground Equip	Magnolia Parkway	Hawthorn Woods	IL 60047	0 0		N
8	3	\$97,479	\$0	RC	Joisted Masonry	Rambling Hills Park - Restrooms	Magnolia Parkway	Hawthorn Woods	IL 60047	0 0		N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST/Zip</u>	<u>Area</u>	<u>Year</u>	<u>Spk</u>
9	1	\$2,122	\$0	RC	Fire Resistive	Woodland Park - Benches	Elm St. & Juel Cir	Hawthorn Woods	IL 60047	0 0		N
9	2	\$67,701	\$0	RC	Fire Resistive	Woodland Park - Playground Equip	Elm St. & Juel Cir	Hawthorn Woods	IL 60047	0 0		N
10	1	\$0	\$2,076	RC	Non-Combustible	Air Compressor (5HP)	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	2	\$5,328	\$0	RC	Fire Resistive	Antenna/Base Station	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	3	\$0	\$8,909	RC	Non-Combustible	Computers/MNTR/Printer	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	4	\$0	\$2,794	RC	Non-Combustible	Copy Star	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	5	\$13,113	\$0	RC	Fire Resistive	Fencing Around Garage	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	6	\$3,514	\$0	RC	Fire Resistive	Flag Pole	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	7	\$932,344	\$265,302	RC	Non-Combustible	Public Works Building	35 Old McHenry Rd	Hawthorn Woods	IL 60047	7,520	2003	N
10	8	\$164,455	\$0	RC	Joisted Masonry	Salt Storage Building	35 Old McHenry Rd	Hawthorn Woods	IL 60047	1,832	1993	N
10	9	\$66,179	\$0	RC	Frame	Storage Building	35 Old McHenry Rd	Hawthorn Woods	IL 60047	1,440	2000	N
10	10	\$0	\$16,979	RC	Joisted Masonry	Vehicle Lift - Twin Post	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	11	\$0	\$7,500	RC	Non-Combustible	PW fuel card reader	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	12	\$0	\$5,553	RC	Non-Combustible	Tire Machine	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	13	\$0	\$11,800	RC	Non-Combustible	PW Well/Pump	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	14	\$0	\$8,050	RC	Non-Combustible	PW Cameras	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	15	\$0	\$4,350	RC	Non-Combustible	Brine Tank	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	16	\$0	\$4,250	RC	Non-Combustible	Overseas Containers (2)	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
10	17	\$0	\$4,909	RC	Non-Combustible	PW Fan	35 Old McHenry Rd	Hawthorn Woods	IL 60047	0 0		N
11	1	\$231,750	\$0	RC	Fire Resistive	Krueger Road Lift Station	Krueger and Midlothian Road	Hawthorn Woods	IL 60047	84	2011	N
12	1	\$282,650	\$0	RC	Fire Resistive	Dist 95 Lift Station	1 Hubbard Lane	Hawthorn	IL 60047	34	2011	N

Loc #	Bldg #	Building	Contents	Valuation	Const	Location	Address	City/Town	ST Zip	Area	Year	Spkrt
13	1	\$3,814,195	\$138,707	RC	Joisted Masonry	Aquatic Center Building	94 Midlothian	Woods Hawthorn Woods	IL 60047	6,485	2007	N
13	2	\$2,196,811	\$0	RC	Fire Resistive	Aquatic Center Pool and Equip	94 Midlothian	Hawthorn Woods	IL 60047	31,900	2007	N
13	3	\$37,158	\$0	RC	Fire Resistive	Chairs	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	4	\$33,832	\$0	RC	Fire Resistive	Fencing	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	5	\$6,265	\$0	RC	Fire Resistive	Funbrellas	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	6	\$6,644	\$0	RC	Fire Resistive	Lightning Warning System	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	7	\$26,888	\$0	RC	Fire Resistive	Shade System	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	8	\$180,383	\$0	RC	Fire Resistive	Slides/Tower	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
13	9	\$0	\$3,324	RC	Non-Combustible	AC Camera	94 Midlothian	Hawthorn Woods	IL 60047	0	0	N
14	1	\$0	\$11,800	RC	Non-Combustible	CP Well/Pump	42 Park View Ln	Hawthorn Woods	IL 60047	0	0	N
15	1	\$0	\$42,500	RC	Non-Combustible	Hawthorn Trails Park - Playground Equipment & Shelter	Acacia Drive	Hawthorn Woods	IL 60047	0	0	N
16	1	\$0	\$7,500	RC	Non-Combustible	Brierwoods Preserve -Observation Deck	28 Bruce Circle North	Hawthorn Woods	IL 60047	0	0	N
17	1	\$0	\$83,130	RC	Non-Combustible	Hawthorn Hills Park - Equipment	28 Palisades	Hawthorn Woods	IL 60047	0	0	N
18	1	\$0	\$142,485	RC	Non-Combustible	Amphitheatre	2 Hawthorn Hills Dr	Hawthorn Woods	IL 60047	0	0	N
19	1	\$0	\$214,360	RC	Non-Combustible	Playground	3 Hawthorn Hills Dr	Hawthorn Woods	IL 60047	0	0	N
		\$13,881,337	\$1,382,225	Total:		\$15,363,563						

Insured Signature



Date

12/01/21

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is **\$ 938**

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.



**CYBER COVERAGE & DATA COMPROMISE
COVERAGE SUPPLEMENTAL APPLICATION**

BY COMPLETING THIS APPLICATION, THE APPLICANT IS APPLYING FOR COVERAGE WITH EITHER *ARGONAUT INSURANCE COMPANY* OR *ARGONAUT GREAT CENTRAL INSURANCE COMPANY*, A LICENSED INSURER.

Entity Name Village of Hawthorn Woods	Date 11/10/2021
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CYBER: Indicate the increased limit you are requesting for each coverage:

First Party Computer Attack	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$500,000	<input checked="" type="checkbox"/> \$1,000,000
Third Party Network Security Liability and Electronic Media Liability	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$500,000	<input checked="" type="checkbox"/> \$1,000,000

DATA COMPROMISE: Indicate the increased limit you are requesting for each coverage:

First Party Computer Attack / Third Party Network Security Liability	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$500,000	<input checked="" type="checkbox"/> \$1,000,000
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1. Has your organization suffered a breach of personal information in the last twelve (12) months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Do you conduct background checks on prospective employees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Is there a posted document retention/destruction policy in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you maintain regularly updated computer security measures, e.g. firewall configured to maximum security, secured wireless connectivity, virus protection configured to update automatically?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Are your employee, customer, and other physical and electronic records maintained in a secure environment with limited access? In the case of electronic records, this includes using networks that cannot be accessed externally.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If you are requesting optional increased limits of \$500,000 or \$1,000,000, please also answer the following:

6. Is anti-virus software installed on all computers and maintained via a central resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Is access to personal information and/or third party confidential information restricted by job position?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Is there a Chief Information and/or Chief Security Officer (or equivalent)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Do you have a comprehensive Information Security and Privacy Policy addressing such items as use of email (including size limitations), etc.?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you provide regular security training/information to all people who have access to personally identifying information, whether in paper or electronic format?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. Are all users issued unique IDs and passwords when connecting to or accessing the internal network and do passwords require periodic changes, minimum length and mixed case, letters, numbers and special characters?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you backup computer data and store it off site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. Do you use encryption techniques for secure communications and the transfer of confidential information?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If you are a MUNICIPALITY, please answer the following:

14. Does the municipality rely on an outside vendor or other service provider to collect payment for significant categories of municipal revenue, such as property and sales taxes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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THIS SUPPLEMENTAL APPLICATION IS INCORPORATED BY REFERENCE INTO THE PRIMARY APPLICATION

APPLICANT'S SIGNATURE 	DATE 6/21/21
---------------------------	-----------------



**LAW ENFORCEMENT LIABILITY
SUPPLEMENTAL APPLICATION**

BY COMPLETING THIS APPLICATION, THE APPLICANT IS APPLYING FOR COVERAGE WITH EITHER ARGONAUT INSURANCE COMPANY OR ARGONAUT GREAT CENTRAL INSURANCE COMPANY, A LICENSED INSURER.

Entity Name Village of Hawthorn Woods	Date 11/10/2021
---	---------------------------

Please include a copy of the most current Annual In-Service Training Schedule.

I. COVERAGE AND LIMIT

- A. Coverage type: Occurrence or Claims-Made, Retroactive Date: _____
 B. Limit: \$ 1,000,000 Annual Aggregate: \$ 2,000,000
 Deductible: \$ 5,000 or SIR: \$ _____

II. PERSONNEL INFORMATION

Personnel Type	# Full-time	# Part-time
Officers with power of arrest	13	
Jailers/matrons/detention guards		
Reserve officers with power of arrest Duties: <input type="checkbox"/> Traffic <input type="checkbox"/> Events Security <input type="checkbox"/> Other		
Police canines or equines		

Law Officer Turnover	Voluntary Terminations	Involuntary Terminations
Last 12 months	0	0
Last 36 months	0	0

III. UNDERWRITING INFORMATION

Police Chief Name: Lawrence Maraviglia Length of Tenure: Interim Chief of Police
 Police Chief Highest Level of Education: Associated Degree in Criminal Justice

A. Does the entity contract law enforcement services to any public or private entity? Yes No

If yes, describe:

- B. Does the entity belong to any multi-jurisdictional law enforcement organization (ex. drug task force)? Yes No

If yes, describe the entity's involvement:

CERT

- C. Is the entity accredited by CALEA? Yes No

Is the entity accredited by the State? NA

Yes No

- D. Percentage of Officers Using Body Camera's: _____ IN process %

- E. Does the department promote a Social Media Presence (Facebook, Twitter, etc.)?

Yes No

IV. POLICIES AND PROCEDURES

Policy	Do You Have Policy	Date of Last Revision
Use of Firearms	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Use of Tasers	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pursuits	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Domestic Violence	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Moonlighting / Secondary Employment	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Handling of persons under the influence	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Handling of mentally disabled/disturbed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Armed while off duty	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Use of volunteers	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
Suicide Screening (if you have Holding Cell)	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
Use of Cameras - Body and Dash Usage Privacy (ex. Hospitals/Homes) Retention FOIA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	In process of implementing

- A. Are policies and procedures distributed to all personnel? Yes No

- B. Are officers required to sign-off on Policy Manual? Yes No

- C. Are Policies reviewed regularly by the entity's legal counsel? Yes No

How often? Annually

- D. How does the department keep up to date on Case Law changes that may dictate policy/procedure update?

Organizations and memberships sharing info

- E. Are Use of Force Reports and Investigations conducted for all of the following uses of force:

OC Spray/Chemical Taser PR 24/Baton Firearm Tire Deflation Device

- F. If yes to Use of Force Reports and Investigations, indicate below actions you make take if officer was found to have violated policy.

Refresher training Termination Verbal Warning Written Warning

Other: _____

- G. Has the department disciplined an officer for inappropriate Use of Force (in the last 3 years)?

Yes No

V. TRAINING

Minimum law enforcement training hours required of officers with powers of arrest: Conducted through policy academy

Training Topic	New Hires	Continuing Education at Least Annually	Training Documented
Use of Tasers and Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firearms Qualification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pursuits / Defensive Driving	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Handling Domestic Violence Calls	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Handling Mentally Disturbed / Under Influence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Harassment – internal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Search and Seizure, Case Law	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

VI. HOLDING CELLS (for County Jails please complete TPRS-SUP200, Jail Supplement): Total Number of Cells: N/A

Any Overnight Detainment? Yes No

Intake Screening Includes: Health/Medical Screening? Yes No

Suicide Screening? Yes No

Screening is documented? Yes No

VI. Fleet Safety

A. Accident investigation is completed for Vehicle accidents involving police vehicles? Yes No

If yes, who conducts the investigation? Police Chief or supervisor

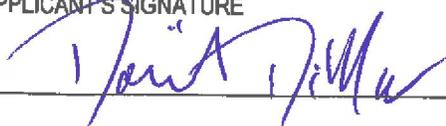
B. Do officers participate in any type of driver training at least annually? Yes No

If yes, describe? _____

C. Pursuit policy contains provision for Supervisor discretion on terminating pursuits? Yes No

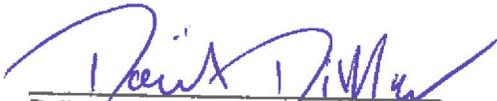
Number of High Speed Pursuits Initiated last 12 months? N/A

THIS SUPPLEMENTAL APPLICATION IS INCORPORATED BY REFERENCE INTO THE PRIMARY APPLICATION

APPLICANT'S SIGNATURE 	DATE <u>12/21/21</u>
--	-------------------------

Acceptance or Rejection of Terrorism Insurance Coverage

<input checked="" type="checkbox"/>	Accept - I hereby elect to purchase terrorism coverage
<input type="checkbox"/>	Reject - I hereby decline to purchase terrorism coverage


Policyholder/Applicant's Signature

Dominick DiMaggio
Print Name

12/21/21
Date

AUTOMOBILE SCHEDULE

Village of Hawthorn Woods

Auto coverages will be quoted as per your expiring Companion or Lloyd's policy. If auto physical damage coverage is requested, the cost new and deductible columns

No.	Year	Make	Model	Vin No.	Class Codes	Cost New	Comprehensive Deductible	Collision Deductible	
1	2006	Ford	Explorer Admin	4243	7911	\$35,000	\$1,000	\$1,000	
2	2008	Ford	Crown Victoria PW	8981	7911	\$35,000	\$500	\$500	
3	1999	International	Dump Truck 2T #812	2265	01479	\$76,175	\$500	\$500	
4	2001	International	Truck 5T #814	7344	01499	\$150,000	\$500	\$500	
5	2008	Ford	Pickup Truck #819	2267	7398	\$45,000	\$500	\$500	
6	2008	International	Truck 2T #821	7765	01499	\$140,000	\$500	\$500	
7	2009	Ford	Truck - F550 1T #811	2913	7398	\$80,000	\$500	\$500	
8	2010	Ford	Pickup Truck #804	0266	7398	\$35,000	\$500	\$500	
9	2002	Ford	Econoline E350 Van	8614	01499	\$30,000	\$500	\$500	
10	2010	Ford	Expedition PW	1439	7911	\$35,000	\$500	\$500	
11	1987	Ford-Military	Hummer #357	34627	7911	\$0	\$0	\$0	
12	2004	Chevy	Blazer Public Works	4918	7911	\$35,000	\$500	\$500	
13	2012	International	Dump Truck 2T #18	3829	1499	\$140,000	\$500	\$500	
14	2012	Ford	Pickup Truck #10	9286	7398	\$35,000	\$500	\$500	
15	2013	Dodge	Durango #306	1715	7911	\$35,000	\$500	\$500	
16	2015	Ford	Explorer #301	8324	7911	\$35,000	\$500	\$500	
17	2014	International	Dump Truck 2T #22	6861	31499	\$141,444	\$500	\$500	
18	1995	Ford	Econoline E350 Van	8548	7398	\$5,000	\$500	\$500	Updated year
19	2016	International	Terrastar 1.5T #16	5700	31499	\$108,332	\$500	\$500	
20	2017	Dodge	Charger #304	2C3CDXCT7H585558	7911	\$35,000	\$500	\$500	
21	2005	Ford	Excursion	1FMNUH1S75ED39880	7398	\$39,625	\$500	\$500	ADDED
22	2018	International	7400 Dump Truck	3HAWD5TR5J1330865	1499		\$500	\$500	ADDED 1/30/18
23	2018	Ford	Utility Interceptor	1FMSKBAR1JGB12015	7911	\$27,950	\$500	\$500	ADDED 3/19/18
24	1999	Ford	Explorer	1FMDU35P2KZB09493	7398	\$6,000	\$500	\$500	ADDED 3/21/18
25	1997	International	Vector / Rodder Truck	1HTSDAAR6VM446657	1499	\$19,985	\$500	\$500	ADDED 7/26/18
26	2018	Ford	Utility Interceptor #306	1FMSKBAR2JGCT4478		\$27,747			PW Added 9/25/18
27	2019	Ford	Explorer	1FMSK0D81KGA38003	7911	\$36,444	\$500	\$500	New Police Chief Auto add 8/20/19
28	2020	Ford	Explorer Hybrid	1FMSKBW6LGA82986	7911	\$36,001	\$500	\$500	Added 3/17/2020
29	2020	Ford	Explorer Hybrid	1FMSKBW4LGA82985	7911	\$36,001	\$500	\$500	Added 4/30/2020
30	2019	Ford	F550 w TC300 Service Body	1FDUF6HT8KEG38404		\$89,700	\$500	\$500	Added 6/17/2020
31	2021	International	HV507	3HAEDTAR7ML294025	31499	\$162,308	\$500	\$500	Added October 2020
32	1999	Ford	F550 Super Duty	1FDAW67P2KEC02356		\$12,000	\$500	\$500	Purchased 4/9/2021

PUBLIC OFFICIALS LIABILITY COVERAGE PART

Various provisions in this *Coverage Part* restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words *you* and *your* refer to the *Public Entity* shown first as *Named Insured* in the *Declarations*. The words *we*, *us* and *our* refer to the company providing this insurance.

The word *insured* means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

SECTION I – COVERAGES

A. Insuring Agreement

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "damages" because of a "wrongful act" committed anywhere in the world to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful act" that commenced prior to the Retroactive Date shown in the declarations.

This insurance applies only to a "claim" for "damages" first made against any insured during the policy period or any Extended Reporting Period we provide under SECTION V EXTENDED REPORTED PERIODS. A "claim" will be deemed to have been made when notice of such "claim" is received and recorded by you or your "designee" or by us, whichever comes first;

All "claims" arising out of the same "wrongful act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

We will have the right and duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" or "suit" that may result. However:

- a. The amount we will pay for "damages" is limited as described in Section III Limits Of Insurance And Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Section I. C.).

B. Exclusions

This insurance does not apply to:

1. Any "claim", or any portion of any "claim", alleging "bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".
2. Any "claim" arising out of:
 - a. The issuance of bonds; or
 - b. Tax assessment or valuation of real, business or personal property; and/or
 - c. Tax collection.
3. Any "claim" arising out of:

- a. a breach of contract; or
 - b. construction, architectural or engineering contracts, faulty preparation of bid specifications or any other procurement contract; or
 - c. liability which the insured has assumed in a contract or agreement, except mutual aid agreements between political subdivisions. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
4. Any "claim" made by, on behalf of, or for the benefit of the named insured against an "employee" or official of the named insured.
5. Any "claim" flowing from or originating out of:
- a. a dishonest, malicious, fraudulent or criminal act, error or omission by any person, or
 - b. a knowing violation of any law, statute or governmental regulation.
- This exclusion applies only to the insured(s) who committed or had knowledge of the fraudulent, criminal or dishonest act, error, omission or violation of law. However if it is later established by a judgment or other final adjudication that the allegation was not proven, we will reimburse the insured for the reasonable costs of defense
6. Any "claim" arising out of any failure or omission to purchase or to maintain insurance coverage or any self-insurance fund.
7. Any "claim", or any portion of any "claim", seeking "damages" for emotional distress or mental anguish.
8. Any "claim" arising out of employment or application for employment with any insured, or any other employment related policies or practices.
9. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
10. Any "claim" arising out of:
- a. Any collective bargaining agreements; or
 - b. Any lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any "claim" filed by or on behalf of a union.
11. Any "claim" based upon or attributable to an insured gaining any profit, advantage, or remuneration to which that insured is not legally entitled.
12. Any claim arising out of:
- a. Any prior and/or pending litigation as of the effective date of this Coverage Part set forth in the Declarations, or
 - b. Any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such claim is predicated.
13. Any "claim" arising out of the:
- a. Actual or threatened sexual abuse or molestation or any other types of improper sexual acts or
 - b. The negligent:
 - i. Employment; or
 - ii. Investigation; or
 - iii. Supervision; or
 - iv. Reporting to the proper authorities or failure to so report; or
 - v. Retention;

Of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above;

c. Failure to protect any person from any acts or conduct described in a. above.

14. Any "claim" for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

If a "suit" seeks both monetary "damages" and non-monetary relief, we will defend the "suit".

C. Supplementary Payments

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit" that resulted from a verdict covered by this policy.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

SECTION II – WHO IS AN INSURED

You are an insured, and

Each of the following is an insured but only for acts that are both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any board, commission, agency, authority, administrative department, or other similar unit operated by you and under your jurisdiction and within your budget.
3. All your past, present, and future elected, appointed, or employed officials.
4. Any "employee" or authorized "volunteer" of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for all "claims", "suits" or actions covered by this Coverage Part is the ANNUAL AGGREGATE shown in the Declarations.
3. Subject to 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of any one "wrongful act".
4. Deductible
 - a. Our obligation to pay "damages" on your behalf and to pay "loss adjustment expense" applies only to the amount of "damages" and "loss adjustment expense" in excess of the Deductible shown in the Declarations. The Deductible shown in the Declarations applies to the total amount of all "damages" and related "loss adjustment expense" because of all "claims" resulting from any one "wrongful act".
 - b. The terms of this insurance, including those with respect to:
 - i. Our right and duty to defend any "suits" seeking those "damages"; and
 - ii. Your duties in the event of a "wrongful act", "claim", or "suit"Apply irrespective of the application of the Deductible amount.
 - c. We may pay any part, or all, of the Deductible amount applicable to "damages" and "loss adjustment expense" to effect settlement of any "claim" or "suit", and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties of the Named Insured

1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
 - a. Giving notice of any "claim";
 - b. Giving or receiving notice of cancellation;
 - c. Receiving any other written notice or correspondence from us;

- d. Consenting to the settlement of any "suit";
 - e. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;
 - f. The payment of any premium due under this Coverage Part;
 - g. The receipt of any return premiums that may become due under this Coverage Part; and
 - h. The exercise of any rights under Section V Extended Reporting Periods; and
2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.

C. Duties In The Event Of A "Claim", "Suit" or "Wrongful Act"

1. You must see to it that we are notified of a "wrongful act" which may result in a "claim" covered by this Coverage Part as soon as practicable *after* the "wrongful act" is known by you, or your "designee".

To the extent possible, notice should include:

- a. How, when and where the "wrongful act" took place;
- b. The names and addresses of any injured persons or witnesses; and
- c. The nature and location of any injury or damage arising out of the "wrongful act".

Notice of a "wrongful act" is not notice of a "claim".

2. If a "claim" is made or "suit" is brought against any insured, you must:
- a. Record the specifics of the "claim" or "suit" and the date received as soon as you, or your "designee" is notified of it;
 - b. Notify us as soon as practicable after you or your "designee" learns of the "claim" or "suit".

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved insured must:
- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent
5. Notice given by or on behalf of:
- a. The insured;
 - b. The injured person;
 - c. Any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

D. Assignment

Assignment of interest under this Coverage Part shall not bind us until our consent is endorsed hereon; however, subject otherwise to the terms hereof, this Coverage Part shall cover the estate, heirs, legal representative or assigns of the insured in the event of the insured's death, bankruptcy, insolvency or being adjudged incompetent.

E. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Other Insurance

The insurance provided by this Coverage Part is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or "claim" for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

G. Conformity to Statute

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

H. Premium Audit

Unless required by law, premiums for this Coverage Part shall not be subject to audit.

I. Consent To Settle

We will not settle any "suit" without your consent. If, however, you refuse to consent to any settlement recommended by us and elect to contest the "claim" or to continue any legal proceedings in connection with such "claim," then:

1. We will not be obligated to pay defense costs incurred by you subsequent to such refusal and
2. If a settlement or adverse judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the "claim" could have been settled prior to such refusal..

Such amounts are subject to the provisions of Section III Limits of Insurance and Deductible of this Coverage Part.

J. Representations

By accepting this Coverage Part, you agree:

1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.

2. The statements in your application are accurate and complete;
3. Those statements are representations you made to us; and
4. We have issued this Coverage Part in reliance upon your representations.

K. Transfer Of Rights Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. No insured should do anything after a "wrongful act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

L. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice. Proof of mailing requirements may vary by state.

M. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

N. Title of Paragraphs

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

SECTION V - EXTENDED REPORTING PERIODS

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - b. Does not apply to "wrongful acts" on a claims-made basis.

B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:

1. "Wrongful Acts" that first occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days. Please refer to Section IV - Conditions, C. Duties in the Event of a "Claim", "Suit" or "Wrongful Act", for your responsibilities when reporting an incident to us. The Basic Extended Reporting Peri-

od does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- E. A Supplemental Extended Reporting Period of 12, 24 or 36 months is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraphs C. and D. above, ends.
 - 1. You must give us a written request for the endorsement within 90 days after the end of the policy period. If you have chosen to purchase a Supplemental Extended Reporting Period for a period of less than 36 months, you may extend the period for up to a combined total of 36 months if you request the extension in writing no later than 60 days before the expiration of the Supplemental Extended Reporting Period originally elected.
 - 2. The Supplemental Extended Reporting Period(s) will not go into effect unless you pay the additional premium, determined in accordance with our rates, promptly when due. The additional premium for each 12-month Supplemental Extended Reporting Period will be equal to 50% of the annual premium for this Coverage Part.
 - 3. The insurance afforded for "claims" first made during the Supplemental Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period(s) starts.
- F. The Limit of Liability that applies to the Supplemental Extended Reporting period is equal to the limit entered on the declarations in effect at the end of the policy period.

SECTION VI - DEFINITIONS

- A. "Advertising Injury" means
 - 1. The use of another's advertising idea in your advertisement; or
 - 2. Infringement of copyright, patent, slogan, trademark, trade secret, trade dress, or other intellectual property rights.
- B. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.
- C. "Claim" means written or oral demand, including a "suit", to hold the insured responsible for an alleged or actual wrongful act where payment of "damages" is sought.
- D. "Damages" means money "damages". "Damages" does not include any amount awarded as liquidated "damages" pursuant to any federal or state statute. "Damages" does not include punitive "damages", unless required by state law.
- E. "Designee" means one of your officers, your legal department or an employee you designate to give notice to us.
- F. "Employee(s)" includes a "leased worker".
- G. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs" or alleged violation of any employment related state or federal code, regulation or statute.
- H. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- J. "Loss adjustment expense" means expenses allocated to a specific loss, "claim" or "suit" we incur or the insured incurs with our consent for the investigation, negotiation, arbitration, adjustment, settlement or defense of any "claim" or

suit, whether paid by us or by the insured with our consent. "Loss adjustment expense" does not include salaries and expenses of our employees.

K. "Personal Injury" means:

1. False arrest, detention, imprisonment, abuse of process or malicious prosecution.
2. Wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Defamation in any form or oral or written publication, in any manner, of material that violates a person's right of privacy;

L. "Property Damage" means:

1. Physical injury to tangible property including all resulting loss of use of that property; or
2. Loss of use of personal property that is not physically injured; or
3. Disappearance of tangible property (including money).
4. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, unlawful or unconstitutional taking of property or inverse condemnation, by whatever name called.

M. "Suit(s)" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.

N. "Volunteer" means a person who:

1. Is not an "employee" of any insured; and
2. Donates his or her work; and
3. Acts at the direction of, and within the scope of duties determined by, an insured; and
4. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.

O. "Wrongful Act" means any actual or alleged error, omission or breach of duty committed by any insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally or temporally – shall be deemed to constitute one wrongful act, regardless of the number of "claims" or claimants.

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART – PUBLIC ENTITY EMPLOYEES

In return for the payment of premium and subject to the terms and conditions of this policy, we agree with you as follows:

INTRODUCTION

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words *you* and *your* refer to the *Public Entity shown first as Named Insured in the Declarations*. The words *we*, *us* and *our* refer to the company providing this insurance.

The word *Insured* means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

SECTION I – COVERAGES

A. Insuring Agreement

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as damages because of a "wrongful employment act" committed anywhere in the world to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful employment act" that commenced prior to the Retroactive Date shown in the declarations.

This insurance applies only to a "claim" for "damages" first made against any insured during the policy period or any Extended Reporting Period we provide under SECTION V EXTENDED REPORTED PERIODS. A "claim" will be deemed to have been made when notice of such "claim" is received and recorded by you or your "designee" or by us, whichever comes first;

All "claims" arising out of the same "wrongful employment act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

We will have the right and duty to defend the insured against any "suit" seeking "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful employment act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful employment act" and settle any "claim" or "suit" that may result. However:

- a. The amount we will pay for "damages" is limited as described in Section III Limits Of Insurance And Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Section I. C.).

B. Exclusions

This insurance does not apply to:

1. Any "claim", or any portion of any "claim", alleging "bodily injury", "property damage", "personal injury", "advertising injury" or "employee benefits injury".

2. Any "claim" arising out of a breach of contract, including but not limited to amounts owed under any written employment-related contract or agreement or liability assumed under any contract or agreement.
3. Any "claim" arising out of:
 - a. a dishonest, malicious, fraudulent or criminal act, error or omission by any person, or
 - b. a knowing violation of any law, statute or governmental regulation.

This exclusion applies only to the insured(s) who committed or had knowledge of the fraudulent, criminal or dishonest act, error, omission or violation of law. However if it is later established by a judgment or other final adjudication that the was not proven, we will reimburse the insured for the reasonable costs of defense

4. Any civil or criminal fines or penalties levied by any federal, state or local governmental regulatory agency or court.
5. Any "claim" arising out of:
 - a. Any collective bargaining agreements; or
 - b. Any lockout, strike, picket line, replacement of workers or other labor disputes or labor negotiations, union grievances or any "claim" filed by or on behalf of a union.
6. Any "claim" arising out of any liability based upon or attributable to any insured gaining profit, advantage, or remuneration to which that insured is not legally entitled.
7. Any "claim" arising out of any obligation of the insured under the following laws and any subsequent amendments thereto, or any similar laws, rules or regulations:
 - a. Fair Labor Standards Act.
 - b. National Labor Relations Act.
 - c. Worker Adjustment and Retraining Notification Act.
 - d. Consolidated Omnibus Budget Reconciliation Act of 1985.
 - e. Employee Retirement Income Security Act of 1974.
 - f. The Pension Benefit Act,
 - g. The Occupational Safety and Health Act
 - h. Section 89 of the Internal Revenue Code
8. Any "claim" arising out of disputes over benefits made by anyone including any beneficiary, related to their employment or application for employment by you. This includes, but is not limited to, an employee benefit plan, welfare plan, retirement plan, self insurance fund, or any obligation under the Employee Retirement Income Security Act, or COBRA, and any subsequent amendments thereto or any similar local, state or federal law or regulation.

9. Any "claim" arising out of the cost of employment reinstatement, continued employment or complying with any order for, grant of, or agreement to provide injunctive or other non-monetary relief.
10. Any "claim" for relief that is equitable in nature and is not payable in money, or any request for equitable or injunctive relief, or the insured's cost to comply with any such non-monetary relief.

The most we will pay to defend any "suit" that is solely seeking non-monetary or equitable or injunctive relief is limited under Supplementary Payments (Section I.C.).

If a "suit" seeks both monetary damages and non-monetary relief, we will defend the "suit".

11. Any "claim" arising out of:
 - a. Any prior and/or pending litigation as of the effective date of this Coverage Part set forth in the Declarations, or

- b. Any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such "claim" is predicated.

12. Any "claim" arising out of:

- a. The activities or operations of any school, school board, school district, or other similar educational unit, entity or institutions;
- b. The activities or operations of any boards, commissions, agencies, authorities, administrative departments or other similar units operated by, under the jurisdiction, and within the budget of an entity described in 1 above;
- c. The liability of any insured for their administration, supervision or oversight of any person, entity, department, agency, or institution described in 1 or 2 above.

C. Supplementary Payments

- 1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit" that result from a verdict covered by this policy.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Our obligation to defend an insured and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Non-Monetary Defense Limit

- a. The most we will pay for defense costs, to defend any and all "suits" brought that are solely seeking non-monetary or equitable or injunctive relief and/or for legal fees awarded to the plaintiff in such "suits" is \$50,000 per "suit". The most we will pay is \$50,000 in the aggregate for the policy period.
- b. We will not pay to defend any "suits" initiated by a governmental entity that are solely seeking non-monetary or equitable or injunctive relief.

This limit only applies when the "suit" would otherwise be covered by this Coverage Part, but for the fact it solely seeks non-monetary damages.

3. Equal Employment Opportunity Commission (EEOC) Defense Limit

While not a "claim" for "damages" otherwise covered by this Coverage Part, if we receive notification from you that an EEOC complaint has been filed against you during the policy period:

The most we will pay for defense costs to respond to an EEOC complaint or to attend related hearings and/or for legal fees that are awarded to a complainant is \$10,000 in excess of \$2,500 for each EEOC complaint that is filed against you. The most we will pay to defend any and all EEOC complaints filed against you during the policy period is \$50,000 in the aggregate.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

You are an insured and.

Each of the following is an insured but only for acts that are both within the scope of his or her duties for you, and motivated, at least in part, by a purpose to serve you:

1. Any member of the governing body of the named insured.
2. Any board, commission, agency, authority, administrative department, or other similar unit operated by you and under your jurisdiction and within your budget.
3. All your past, present, and future elected, appointed, or employed officials..
4. Any employee or authorized volunteer of the named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture, or any other entity, that is not shown as a named insured in the Declarations.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for all "claims", "suits" or actions covered by this Coverage Part is the ANNUAL AGGREGATE shown in the Declarations.
3. Subject to 2. above, the Each "Wrongful Employment Act" Limit is the most we will pay for the sum of all "damages" arising out of any one "'wrongful employment act'".
4. Deductible
 - a. Our obligation to pay "damages" on your behalf and to pay "loss adjustment expense" applies only to the amount of "damages" and "loss adjustment expense" in excess of the Deductible shown in the Declarations. The Deductible shown in the Declarations applies to the total amount of all "damages" and related "loss adjustment expense" because of all "claims" resulting from any one "'wrongful employment act'".
 - b. The terms of this insurance, including those with respect to:
 - i. Our right and duty to defend any "suits" seeking those "damages"; and
 - ii. Your duties in the event of a "'wrongful employment act'", "claim", or "suit"Apply irrespective of the application of the Deductible amount.
 - c. We may pay any part, or all, of the Deductible amount applicable to "damages" and "loss adjustment expense" to effect settlement of any "claim" or "suit", and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

If we file suit seeking recovery for amounts paid by us as a deductible which is to be reimbursed by you, then you are responsible for all costs of collection, including reasonable attorney's fees and interest on the amount in question in the full amount allowed by law.

5. Back Wages Limit

Subject to the Aggregate Limit shown in the Declarations, the Back Wages Limit shown in the Declarations, after payment of the Back Wages Deductible shown in the Declarations, is the most we will pay under this Coverage Part for the sum of all "back wages" for any one "wrongful employment act", regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

This limit does not apply unless an amount is shown in the Declarations.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Part period shown in the Declarations, unless the Coverage Part period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties of the Named Insured

1. The Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall be the sole agent, and shall act on behalf, of each insured with respect to all matters under this Coverage Part, including but not limited to:
 - a. Giving notice of any "claim";
 - b. Giving or receiving notice of cancellation;
 - c. Receiving any other written notice or correspondence from us;
 - d. Consenting to the settlement of any "suit";
 - e. The receipt and acceptance of this Coverage Part and any endorsements to this Coverage Part;
 - f. The payment of any premium due under this Coverage Part;
 - g. The receipt of any return premiums that may become due under this Coverage Part; and
 - h. The exercise of any rights under Section V Extended Reporting Periods; and
2. Each insured agrees that the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, shall act on their behalf.

C. Duties In The Event Of A "Claim", "Suit" or "Wrongful Employment Act"

1. You must see to it that we are notified of a "wrongful employment act" which may result in a "claim" covered by this Coverage Part as soon as practicable after the "wrongful employment act" is known by you, or your "designee".

To the extent possible, notice should include:

- a. How, when and where the "wrongful employment act" took place;
- b. The names and addresses of any injured persons or witnesses; and

- c. The nature and location of any injury or damage arising out of the "wrongful employment act".

Notice of a "wrongful employment act" is not notice of a "claim".

2. If a "claim" is made or "suit" is brought against any insured, you must:
 - a. Record the specifics of the "claim" or "suit" and the date received as soon as you, or your "designee" is notified of it;
 - b. Notify us as soon as practicable after you or your "designee" learns of the "claim" or "suit".

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent
5. Notice given by or on behalf of:
 - a. The insured;
 - b. The injured person;
 - c. Any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.

D. Assignment

Assignment of interest under this Coverage Part shall not bind us until our consent is endorsed hereon; however, subject otherwise to the terms hereof, this Coverage Part shall cover the estate, heirs, legal representative or assigns of the insured in the event of the insured's death, bankruptcy, insolvency or being adjudged incompetent.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Other Insurance

The insurance provided by this Coverage Part is excess over any other collectible insurance. We will have no duty to defend the insured against any "suit" or "claim" for "damages" if any other insurer has a duty to defend the insured against that "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all other insurance would pay in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under the other insurance.

If we share the loss, we will do so by equal share contribution if allowed by the other insurance. If equal share contribution is not permitted, we will contribute by the ratio our limit bears to the total applicable limits of all insurance.

G. Conformity to Statute

This Coverage Part is intended to be in full conformity with the laws of the state in which it is issued. If any provision of this Coverage Part (including endorsements which modify the Coverage Part) conflicts with any law, it is changed to comply with that law.

H. Premium Audit

Unless required by law, premiums for this Coverage Part shall not be subject to audit.

I. Consent To Settle

We will not settle any "suit" without your consent. If, however, you refuse to consent to any settlement recommended by us and elect to contest the "claim" or to continue any legal proceedings in connection with such "claim," then:

1. We will not be obligated to pay defense costs incurred by you subsequent to such refusal, and
2. If a settlement or adverse judgment occurs subsequent to such refusal, we will not be obligated to pay any amount in excess of the amount for which the "claim" could have been settled prior to such refusal.

Such amounts are subject to the provisions of Section III Limits of Insurance and Deductible of this Coverage Part.

J. Representations

By accepting this Coverage Part, you agree:

1. The application and the declarations are the basis of this Coverage Part and are to be considered as incorporated in and constituting part of this Coverage Part.
2. The statements in your application are accurate and complete;
3. Those statements are representations you made to us; and
4. We have issued this Coverage Part in reliance upon your representations.

K. Transfer Of Rights Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. No insured should do anything after a "wrongful employment act" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

L. When We Do Not Renew

If we decide not to renew this Coverage Part we will mail or deliver to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing as required by state law will be sufficient proof of notice. Proof of mailing requirements may vary by state.

M. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the Named Insured in the Declarations, or if multiple entities are named, the first of such entities, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

N. Title of Paragraphs

The titles of the various paragraphs of this Coverage Part and endorsements, if any, attached to this Coverage Part, are inserted solely for convenience or reference and are not deemed in any way to affect the provisions to which they relate.

SECTION V - EXTENDED REPORTING PERIODS

- A. We will provide one or more Extended Reporting Periods, as described below, if:
1. This Coverage Part is cancelled or not renewed; or
 2. We renew or replace this Coverage Part with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - b. Does not apply to "wrongful employment acts" on a claims-made basis.
- B. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
1. "Wrongful Employment Acts" that first occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect Extended Reporting Periods may not be cancelled.

- C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days. Please refer to Section IV - Conditions, C. Duties in the Event of a "Claim", "Suit" or "Wrongful Employment Act", for your responsibilities when reporting an incident to us. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
- D. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- E. A Supplemental Extended Reporting Period of 12, 24 or 36 months is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraphs C. and D. above, ends.
1. You must give us a written request for the endorsement within 90 days after the end of the policy period. If you have chosen to purchase a Supplemental Extended Reporting Period for a period of less than 36 months, you may extend the period for up to a combined total of 36 months if you request the extension in writing no later than 60 days before the expiration of the Supplemental Extended Reporting Period originally elected.
 2. The Supplemental Extended Reporting Period(s) will not go into effect unless you pay the additional premium, determined in accordance with our rates, promptly when due. The additional premium for each 12-month Supplemental Extended Reporting Period will be equal to 50% of the annual premium for this Coverage Part.
 3. The insurance afforded for "claims" first made during the Supplemental Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period(s) starts.
- F. The Limit of Liability that applies to the Supplemental Extended Reporting period is equal to the limit entered on the declarations in effect at the end of the policy period.

SECTION VI - DEFINITIONS

1. "Advertising Injury" means
 - a. The use of another's advertising idea in your advertisement; or
 - b. Infringement of copyright, patent, slogan, trademark, trade secret, trade dress, or other intellectual property rights.
2. "Back wages" means wages that would have been earned in the past if a person had been employed or promoted or received a wage increase. "Back wages", as used in this Coverage Part, includes future wages and overtime, but "back wages" does not include:
 - a. Any wage loss resulting from any lockout, strike, picket line, replacement of workers or other similar actions in connection with labor disputes, labor negotiations, or collective bargaining agreements; or
 - b. Any future wages or other compensation paid to reinstated or rehired "employees" or claimants due and payable beyond the date of reinstatement or rehire.
3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time.
4. "Claim" means written or oral demand, including a "suit", to hold the insured responsible for an alleged or actual "wrongful employment act" where payment of "damages" is sought.
5. "Damages" means money damages including "back wages". "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute. "Damages" does not include punitive damages, unless required by state law.
6. "Designee" means one of your officers, your legal department or an employee you designate to give notice to us.
7. "Employee" includes a "leased worker".
8. "Employee Benefits Injury" means injury that arises out of any act, error or omission in the administration of your "Employee Benefit Programs" or alleged violation of any employment related state or federal code, regulation or statute.
9. "Employee Benefits Programs" means a program or programs of employee benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers Compensation, Unemployment Insurance, Social Security and Disability Benefits.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
11. "Loss adjustment expense" means expenses allocated to a specific loss, "claim" or "suit" we incur or the insured incurs with our consent for the investigation, negotiation, arbitration, adjustment, settlement or defense of any "claim" or suit, whether paid by us or by the insured with our consent. "Loss adjustment expense" does not include salaries and expenses of our employees.
12. "Personal Injury" means:
 - a. False arrest, detention, imprisonment, abuse of process or malicious prosecution.
 - b. Wrongful entry or eviction, or other invasion of the right of private occupancy.
13. "Property Damage" means:
 - a. Physical injury to tangible property including all resulting loss of use of that property; or

- b. Loss of use of personal property that is not physically injured; or
 - c. Disappearance of tangible property (including money).
 - d. Impairment, deprivation or destruction of property, including loss of use thereof, resulting from proceedings in eminent domain, adverse possession, unlawful or unconstitutional taking of property or inverse condemnation, by whatever named called.
14. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which "damages" may be awarded and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" may be awarded and to which the insured submits with our consent.
15. "Volunteer " means a person who:
- a. Is not an "employee" of any insured; or
 - b. Donates his or her work; or
 - c. Acts at the direction of, and within the scope of duties determined by, an insured; and
 - d. Is not paid a fee, salary or other compensation by any insured or anyone else for their work performed for the insured.
16. "Wrongful employment act" means any actual or alleged wrongful dismissal, discharge, termination of employment, wrongful failure or refusal to employ or to promote, or violation of employment discrimination or workplace harassment laws.

All such acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related – either logically, causally or temporally – shall be deemed to constitute one Wrongful Employment Act, regardless of the number of "claims" or claimants. The entire Wrongful Employment Act will be considered to have been committed on the date of the first act, error or omission.