

# Property/Liability/Cyber/ Crime/WC and Pollution

7/1/23-7/1/24 Renewal Proposal

Presented by: Brian White and Anne Shackelford

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**Account Executive** 

## Named Insured

City of Saint Paul, Alaska

#### NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- Are ALL entities listed as named insureds? Coverage is not automatically afforded to all entities unless specifically named. Confirm with your producer and service team that
  all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.



## **Market Overview**

Ongoing market pressures remain within the insurance industry that are due to a variety of issues identified below:



- Liability capacity pull back and withdrawals have been significant over the past two years
- Property capacity reductions:
  - 15% to 30% reduction in capacity from incumbents; coastal and wildfire capacity continues to be especially difficult
  - 20%-45% range in property rate increases, even for loss-free accounts; reinsurance costs are the highest in a generation.
  - An increased pattern of major property catastrophes such as hurricanes, typhoons, wildfires, winter storms etc. over the past 5 years.
- Insurers produced negligible profit in 2022 Expected \$112b in Global Insured CAT losses in 2022 3rd Worst Loss Year on Record.
- Historically low interest rates have hampered carrier investment returns.
- Consistent increases in attritional property losses (fires, water damage, tornados, hail, wildfires).
- · Increased inflation has added to the issue of valuation across all property classes.\

As we approach the July 1, 2023 renewal, APEI has seen a significant increase in the premiums paid for property excess insurance and a more modest increase in liability reinsurance. These costs are driven by a combination of both general market and APEI-specific conditions and are passed on to their members.

One of the decisions made as part of the property renewal was to increase the retention that APEI carries on each occurrence. APEI has carried a \$500,000 retention for many years, but inflation combined with the recent increase in the frequency of our members' losses made this retention difficult for us to sustain. Effective July 1, APEI's property retention will increase to \$1 million per occurrence. This increases the risk to the pool, but also the potential benefit if losses come in at a lower level than in recent years. The higher retention makes it even more important for members to engage in loss control and take steps to protect their properties against loss. Cole Cummins, APEI's Loss Control Manager, is available to work with members to help with building inspections, develop a safety plan, or evaluate different loss control options.



## **APEI Net Premium Recap and Comparison**

Coverage	-	ring Premium 7/1/22-23	Renewal Premium* 7/1/23-24 \$25,000 Property Deductible		Renewal Premium** 7/1/23-24 \$100,000 Property Deductible	Renewal Premium*** 7/1/23-24 \$150,000 Property Deductible
Property	\$	170,871.22	\$	251,871.25	\$236,204.51	\$227,560.48
Boiler & Machinery / Equipment Breakdown	\$	Included	\$	Included	Included	Included
Earthquake & Flood (APEI)	\$	N/A	\$	N/A	N/A	N/A
Commercial General Liability (APEI)	\$	55,301.74	\$	42,534.10	42,534.10	42,534.10
Marine General Liability (APEI)	\$	2,450.00	\$	2,700.00	2,700.00	2,700.00
Volunteer Accident	\$	Included	\$	Included	Included	Included
Business Automobile (APEI)	\$	25,735.15	\$	21,622.54	21,622.54	21,622.54
Crime & Fidelity (APEI)	\$	373.16	\$	274.53	274.53	274.53
Cyber Liability (APEI)	\$	2,520.57	\$	2,337.82	2,337.82	2,337.82
Workers' Comp (APEI)	\$	23,819.31	\$	19,064.21	19,064.21	19,064.21
APEI TOTAL	\$	281,071.15	\$	340,404.50	324,737.71	316,093.68
Pollution	\$	30,429.00	\$	33,513.00	33,513.00	33,513.00

\*Total premium above reflects a 5% discount for current 3 Year Agreement, and a \$9,306.18 longevity credit \*\*Total premium above reflects a 5% discount for current 3 Year Agreement, and a \$8,871.43 longevity credit \*\*\*Total premium above reflects a 5% discount for current 3 Year Agreement, and a \$8,631.56 longevity credit

#### **Payment Terms**

- Premium is due within 30 days of policy inception
- Agency Bill/Annual



## Property Coverage

	Expiring 07/01/22 - 07/01/23 Alaska Public Entity Insurance	Renewal 07/01/23 - 07/01/24 Alaska Public Entity Insurance
Declared Values		
Total Insurable Values	\$ 98,680,952	\$ 112,459,231 (+13.9%)
Earthquake & Flood	Not Covered	Not Covered
Limits		
Buildings, Contents	\$ 200,000,000	\$ 200,000,000
Fine Arts	\$ 5,000,000	\$ 5,000,000
Mobile Equipment	\$ 10,000,000	\$ 10,000,000
Equipment Breakdown	\$ 200,000,000	\$ 200,000,000
Deductibles		
Real Property	\$ 25,000	\$ 25,000
Contents	\$ 10,000	\$ 10,000
Fine Arts	\$ 5,000	\$ 5,000
Mobile Equipment	\$ 10,000 or \$5,000	\$ 10,000 or \$5,000
Docks, Piers, Harbors	\$ 25,000 or \$10,000	\$ 25,000 or \$10,000
Property Rate	.1732/100	.2240/100 (+29.33%)
Total Property Premium	\$ 170,871.22	\$ 251,871.25 (47%)
Additional Option for \$100K deductible Additional Option for \$150K deductible		<pre>\$ 236,204.51 (+38.2%) \$ 227,560.48 (+33.1%)</pre>



# Municipal General Liability Coverage

		Alask	Expiring 07/01/22 - 07/01/23 a Public Entity Insurance		Alask	Renewal 07/01/23 - 07/01/24 ka Public Entity Insurance	
Liability Coverage	General Liability Public Officials Liability E&O Employee Benefits Liability, Employment Practices, Liability Law Enforcement, Water/Sewer Backup			General Liability Public Officials Liability E&O Employee Bene Liability, Employment Practices Liability Law Enforcement, Water/Sewer Backup			
Limits	\$	15,500,000	Occurrence / Aggregate	\$	15,500,000	Occurrence / Aggregate	
	per		r victim / \$5,000,000 aggregate per ıblimit for Sexual Abuse and verage	pe	· · ·	r victim / \$5,000,000 aggregate per ıblimit for Sexual Abuse and verage	
	\$	1,000,000	Marine Liability	\$	1,000,000	Marine Liability	
Deductibles	\$	10,000	Employment Practices	\$	10,000	Employment Practices	
	\$	10,000	Law Enforcement	\$	10,000	Law Enforcement	
	\$	10,000	Water/Sewer Backup	\$	10,000	Water/Sewer Backup	
	\$	5,000	Marine Liability	\$	5,000	Marine Liability	
Rating Basis – Payroll	\$	1,465,604		\$	1,257,251	(-14%)	
Total Liability Premium	\$	55,301.74	General Liability	\$	42,534.10	General Liability (-23%)	
	\$	2,450.00	Marine Liability	\$	2,700.00	Marine Liability (+10%)	



# Volunteer Medical Accident Coverage

	Expiring 07/01/22 - 07/01/23 Alaska Public Entity Insurance	Renewal 07/01/23 - 07/01/24 Alaska Public Entity Insurance
Limits	\$ 50,000 Medical Indemnity	\$ 50,000 Medical Indemnity
Persons Insured	All registered volunteers of the Association Member	All registered volunteers of the Association Member
Total Premium	Included	Included



# Commercial Auto Coverage

	Expiring 07/01/22 - 07/01/23 Alaska Public Entity Insurance	Renewal 07/01/23 - 07/01/24 Alaska Public Entity Insurance
Limit Per Occurrence	\$ 15,500,000 Non-Owned Auto Liability	\$ 15,500,000 Non-Owned Auto Liability
	\$ 50,000 Non-Owned Auto Physical Damage	\$ 50,000 Non-Owned Auto Physical Damage
	\$ 15,500,000 Auto Liability	\$ 15,500,000 Auto Liability
	\$ 250,000 UM/UIM Liability	\$ 250,000 UM/UIM Liability
	As Scheduled Hired Auto Physical Damage	As Scheduled Hired Auto Physical Damage
	\$ 25,000 UM/UIM Physical Damage	\$ 25,000 UM/UIM Physical Damage
Deductibles	None Auto Liability	None Auto Liability
	\$ 5,000 Physical Damage None UM / UIM Liability	\$ 5,000 Physical Damage None UM / UIM Liability
	\$ 250 UM/UIM Physical Damage	\$ 250 UM/UIM Physical Damage
Valuation	Physical Damage – Actual Cash Value	Physical Damage – Actual Cash Value
Total Auto Premium	\$ 25,735.15	\$ 21,622.54 (-15.9%)



# Crime Coverage

		Alas	Expiring 07/01/22 - 07/01/23 ka Public Entity Insurance		Alas	Renewal 07/01/23 - 07/01/24 ka Public Entity Insurance
Limits	\$	1,000,000	Employee Dishonesty	\$	1,000,000	Employee Dishonesty
	\$	1,000,000	Faithful Performance	\$	1,000,000	Faithful Performance
	\$	1,000,000	Forgery or Alteration	\$	1,000,000	Forgery or Alteration
	\$	1,000,000	Money & Securities	\$	1,000,000	Money & Securities
	\$	1,000,000	Money Orders & Counterfeit Paper	\$	1,000,000	Money Orders & Counterfeit Paper
	\$	1,000,000	Computer Fraud	\$	1,000,000	Computer Fraud
Deductible	\$	2,500		\$	2,500	
Total Crime Premium	\$	373.16		\$	274 53	(-26.4%)
	Ψ	575.10		Ψ	214.00	(-20.470)

# Alliant

# Cyber Liability Coverage

Limits

•		Expiring 07/01/22 - 07/01/23 a Public Entity Insurance	Renewal 07/01/23 - 07/01/24 Alaska Public Entity Insurance			
Cla	ims Made		Clai	ms Made		
Ag	gregate Limi	t all APEI Members:	Agg	gregate Limi	t all APEI Members:	
\$	5,000,000		\$	5,000,000		
Fire	st Party Cove	erage	Firs	at Party Cove	erage	
\$	2,000,000	Cyber Incident Response Fund	\$	2,000,000	Cyber Incident Response Fund	
Insi	de Limit Cyb	er Incident Response Team	Insi		er Incident Response Team	
\$	250,000	Non-Panel Response Provider	\$	500,000	Non-Panel Response Provider	
\$	2,000,000	Business Interruption/EE	\$	2,000,000	Business Interruption/EE	
\$	2,000,000	Contingent Business Interruption/EE	\$	2,000,000	Contingent Business Interruption/EE	
Uns	scheduled Pro	oviders	Unscheduled Providers			
\$		Digital Data Recovery	\$		Digital Data Recovery	
\$	2,000,000	Network Extortion	\$	2,000,000	Network Extortion	
\$	2,500,000	Ransomware Encounter Sublimit	\$	2,500,000	Ransomware Encounter Sublimit	
Thi	rd Party Cov	verage	Thi	rd Party Cov	verage	
\$	2,000,000	Cyber, Privacy & Network Sec.	\$	2,000,000	Cyber, Privacy & Network Sec.	
\$	2,000,000	Regulatory Proceedings	\$	2,000,000	Regulatory Proceedings	
\$	2,000,000	Payment Card Loss	\$	2,000,000	Payment Card Loss	
\$	2,000,000	Electronic Social & Printed Media	\$	2,000,000	Electronic Social & Printed Media	
\$	250,000	Computer Fraud	\$	250,000	Computer Fraud	
\$	250,000	Funds Transfer Fraud	\$	250,000	Funds Transfer Fraud	
\$	250,000	Social Engineering Fraud	\$	250,000	Social Engineering Fraud	



Renewal

07/01/23 - 07/01/24

Alaska Public Entity Ins

## Expiring 07/01/22 - 07/01/23 Alaska Public Entity Ins

Endorsements	Cyber Neglected S Coinsurance	Cyber Neglected Software Exploit Coverage/ Coinsurance			Cyber Neglected Software Exploit Coverage/ Coinsurance				
	Period of Neglect	Coinsurance	Limit	Period of Neglect	Coinsurance	Limit			
	0-45 days	0%	\$5,000,000	0-45 days	0%	\$5,000,000			
	46-90 days	5%	\$2,500,000	46-90 days	5%	\$2,500,000			
	91-180 days	10%	\$1,250,000	91-180 days	10%	\$1,250,000			
	181-365 days	25%	\$500,000	181-365 days	25%	\$500,000			
	366+ days	50%	\$250,000	366+ days	50%	\$250,000			
Coverage	<ul> <li>Ransomware Encounter Endorsement \$100,000 Sublimit for Insureds missing key controls</li> <li>Widespread Software Supply Chain Exploit Endorsement</li> <li>All Other Widespread Events</li> <li>Widespread Severe Zero Day Exploit</li> </ul>			<ul> <li>Ransomware Encounter Endorsement \$250,000 Sublimit for Insureds missing key controls</li> <li>Widespread Software Supply Chain Exploit Endorsement</li> <li>All Other Widespread Events</li> <li>Widespread Severe Zero Day Exploit</li> </ul>					
Deductible		urs Waiting Perio	od Business Interruption Business Interruption Loss		ting Period Busir tingent Business	ness Interruption Interruption Loss			
Total Cyber Premi	ium \$ 2,520.	57		\$ 2,337.82 (-7.2	25%)				



# Workers' Compensation and Employers Liability Coverage

	Alask	Expiring 07/01/22 - 07/01/23 a Public Entity Insurance	Renewal 07/01/23 - 07/01/24 Alaska Public Entity Insurance			
Limits						
Workers' Compensation	Statutory	Per Accident	Statutory	Per Accident		
Employers Liability	\$ 3,000,000	Each Accident	\$ 3,000,000	Each Accident		
	\$ 3,000,000	Each Employee	\$ 3,000,000	Each Employee		
	\$ 3,000,000	Each Disease	\$ 3,000,000	Each Disease		
Payroll	\$ 1,432,636	(-35.81%)	\$ 1,257,521	(-14%)		
Total Workers Compensation Premium	\$ 23,819.31		\$ 19,064.21	(-19.9%)		

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.



# Limited U.S. Oil Pollution Liability

	Expiring Coverage 07/1/2022 – 7/1/2023	Renewal Coverage 07/1/2023 – 7/1/2024				
Insurance Company	Crum and Forster Specialty Insurance Co	Crum and Forster Specialty Insurance Co				
A.M. Best Rating	A (Excellent), Financial Size Category: XIV (\$1.5 Billion to \$2 Billion) as of July 14, 2022	A (Excellent), Financial Size Category: XIV (\$1.5 Billion to \$2 Billion) as of July 14, 2022				
	\$ 3,000,000 Policy Aggregate	\$ 3,000,000 Policy Aggregate				
	\$ 3,000,000 Contractors Pollution	\$ 3,000,000 Contractors Pollution				
	\$ 3,000,000 Third Party Pollution	\$ 3,000,000 Third Party Pollution				
	\$ 3,000,000 Onsite Clean up Coverage	\$ 3,000,000 Onsite Clean up Coverage				
Deductible	\$ 25,000 Each Pollution Condition	\$ 25,000 Each Pollution Condition				
Covered Locations	Saint Paul Bulk Storage Facility Diamond Hill Road, Saint Paul, AK 99660	Saint Paul Bulk Storage Facility Diamond Hill Road, Saint Paul, AK 99660				
	Saint Paul Harbor Loading Transfer Area	Saint Paul Harbor Loading Transfer Area –				
	100 Gorbatch, St. Paul, AK 99660	100 Gorbatch, St. Paul, AK 99660				
Endorsements and Exclusions: (Including but not limited to)	<ul> <li>Environmental Package Policy Declarations</li> <li>Schedule of Forms and Endorsements</li> <li>Signature Page</li> <li>Claims Reporting</li> <li>Service of Process Clause</li> <li>Policyholder Disclosure Notice of Terrorism Insurance Coverage Deductible Schedule Endorsement</li> <li>Minimum Premium and Minimum Retained Premium</li> <li>Privacy Notice</li> <li>Common Provisions</li> <li>Contractors Pollution Liability – Claims Made +Transportation Pollution</li> <li>Third Party Pollution Liability Coverage Part</li> <li>Onsite Cleanup Coverage Part</li> <li>Policyholder Notice - Emergency Response Hotline</li> </ul>	<ul> <li>Environmental Package Policy Declarations</li> <li>Schedule of Forms and Endorsements</li> <li>Signature Page</li> <li>Claims Reporting</li> <li>Service of Process Clause</li> <li>Policyholder Disclosure Notice of Terrorism Insurance Coverage Deductible Schedule Endorsement</li> <li>Minimum Premium and Minimum Retained Premium</li> <li>Privacy Notice</li> <li>Common Provisions</li> <li>Contractors Pollution Liability – Claims Made +Transportation Pollution</li> <li>Third Party Pollution Liability Coverage Part</li> <li>Onsite Cleanup Coverage Part</li> <li>Policyholder Notice - Emergency Response Hotline</li> </ul>				



#### **Endorsements and Exclusions:**

(Including but not limited to)

- Notice of Loss
- Amended Waiver of Transfer of Rights of Recovery Against Others To Us-Blanket when specifically required in a written contract with the named insured
- Additional Insured Owners, Lessees Or Contractors 

   Blanket when specifically required in a written contract with the named insured
- Primary and Non-Contributory Additional Insured with 
   Waiver of Subrogation
- Cancellation by Us 60 Days
- Emergency Environmental Response Costs Endorsement \$500,000 Additional Limits
- Exclusion Communicable Disease
- Exclusion PFAS
- Transportation Pollution Liability Blanket Endorsement
- Designated Operations-Loading and unloading of Petroleum Products via barge, pipeline and truck for the purposes of operating the storage tank farm on Diamond Hill Road, St Paul AK only
- Regulated Non-Owned Disposal Site Coverage
- Natural Resource Damages Endorsement
- Bodily Injury Amendment
- Covered Locations Endorsement
- Onsite Cleanup Coverage Restriction to Release From 
   Aboveground Storage Tanks \$1M/\$3M limits \$25k ded
- Loading or Unloading of Watercraft and Automobiles at 
   Covered Location(s) \$25k
- Amendment Insuring Agreement Third Party Pollution Liability Natural Resource Damages Endorsement
- Bodily Injury Amendment
- Third Party Pollution Sudden & Accidental Limitation Endorsement
- Onsite Cleanup Sudden & Accidental Limitation
- Endorsement Responsible Insured Endorsement
- Material Change In Use Endorsement
- Illicit Abandonment Endorsement
- Alaska Policyholder Notice 3 AAC 25.050
- Alaska Changes Cancellation and Nonrenewal
- U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- State of Alaska Financial Certificate
- First Dollar Deductible Endorsement

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Rate	Flat and Non-Auditable	Flat and Non-Auditable
Retroactive Date	Contractor's Pollution Liability: July 1, 2020 Third Party Pollution Liability: July 1, 2021 Onsite Cleanup: July 1, 2021	Contractor's Pollution Liability: July 1, 2020 Third Party Pollution Liability: July 1, 2021 Onsite Cleanup: July 1, 2021
Subjectivities	No Longer Applicable	Signed TRIA Form
Minimum Earned Premium	25%	25%
Minimum Policy Premium	100%	100%
Gross Revenue	\$2,054,000	\$3,729,800 (+81%)
Total Net Premium	\$28,980.00 <u>\$1,449.00-TRIA Elected</u> \$30,429.00	\$31,917.00 <u>\$1,596.00-TRIA (Optional)</u> \$33,513.00 (+10.14%)



## Disclosures

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

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

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

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

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

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

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



## NY Regulation 194

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

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

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

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

## Other Disclosures / Disclaimers

## FATCA:

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



## Other Disclosures / Disclaimers - Continued

## **Guarantee Funds**

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

## **Claims Reporting:**

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

## **Claims Made Policy:**

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

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

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## Other Disclosures / Disclaimers - Continued

## Changes and Developments

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

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- · Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.



## Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

### Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The FEMA Summary for Commercial Property and FEMA Standard Summary of Coverage provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property Actual Cash Value or Replacement Cost

#### Additional Information

- Flood Zones
  - o <u>https://www.fema.gov/flood-zones</u>
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

#### FEMA Glossary of Flood Terms

https://www.fema.gov/national-flood-insurance-program/definitions

Please indicate	your selection:
	I would like to receive a flood quote
X	I do NOT wish to purchased flood insurance

Signature:
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1/2	Zacanii
YL)	TAVADIL
IN.	

Date: June 29, 2023

Name	Printed /	Typed:
------	-----------	--------

d: Phillip A. Zavadil

Company Name:

City of Saint Paul



## **Optional Coverages**

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

	Yes	No
MANAGEMENT LIABILITY		
Directors & Officers Liability		
Employment Practices Liability		
Fiduciary Liability		
UMBRELLA / EXCESS LIABILITY (Increased Liability Limits)		
Selecting the "Reject All or Accept All" option will override any selections you have made above		for Consideration
PARADIL	June 29, 202	
Signature of Authorized Insurance Representative	Date	
City Manager		
Title Phillip A. Zavadil		

Printed / Typed Name



# Request to Bind Coverage

City of Saint Paul, Alaska

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line		Bind Coverage for:
APEI Package Policy \$25,000 Property Deductible Option		
APEI Package Policy \$100,000 Property Deductible Option		
APEI Package Policy \$150,000 Property Deductible Option		Ľ¥
Pollution		
Did you know that Alliant works with premium financing com	panies? Are you interested in financing	your annual premium?
Yes, please provide us with a financing quote.	No, we do not wish to finance ou	r premium
This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and $\mathcal{W}$		
N. P. C. S. C. S.	June 29, 202	3
Signature of Authorized Insured Representative	e Date	
City Manager		
City Manager Title		

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.