RESOLUTION 30-2021

VILLAGE OF GILBERTS

A RESOLUTION APPROVING A RENEWAL PROPOSAL BY ARTHUR J. GALLAGHER & CO. FOR GENERAL LIABILITY, PROPERTY, RISK MANAGEMENT AND WORKERS COMPENSATION INSURANCE COVERAGE FOR THE POLICY PERIOD DECEMBER 31, 2021 – DECEMBER 31, 2022

WHEREAS, the Village of Gilberts ("Village") requires general liability, property, risk management and workers compensation insurance coverage; and

WHEREAS, the Village has determined that it is necessary and desirable to approve a proposal by Arthur J. Gallagher & Co. for the provision of an insurance package for the Village; and

WHEREAS, Arthur J. Gallagher has provided the Village with a proposal of insurance for the policy period December 31, 2021 – December 31, 2022, a copy of which is attached to this Resolution as **Exhibit A** ("*Proposal*").

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

- **Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.
- <u>Section 2</u>. <u>Approval; Authorization</u>. The Village Board of Trustees hereby approves the Agreement and authorizes the Village Administrator to execute the Proposal and such other documents as are necessary.
- <u>Section 3.</u> <u>Effective Date.</u> This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this day of 2021.

	<u>Ayes</u>	<u>Nays</u>	Absent	<u>Abstain</u>
Trustee David LeClercq				=
Trustee Dan Corbett	\overline{V}		-	
Trustee Justin Redfield	V		8 	
Trustee Jeanne Allen	V	-		
Trustee Lou Hacker	1		,	-
Trustee Lou Tracker				

Resolution No. 30-2021				
Trustee Brandon Coats President Guy Zambetti			** - 1	-
	_	- 0		
APPROVED THIS	_ DAY OF 🗘	<u>2021</u> , 2021		
OF THE MANAGEMENT		D. Fa	Alexander of the second	
INCORPORATED	Vi	llage President,	Guy Zambetti	
1890 /S/				
TERGE OF GILBERT				
ATTEST:	HIM ROD	lhis		
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Exhibit A

Arthur J. Gallagher Insurance Proposal December 31, 2021 – December 31, 2022

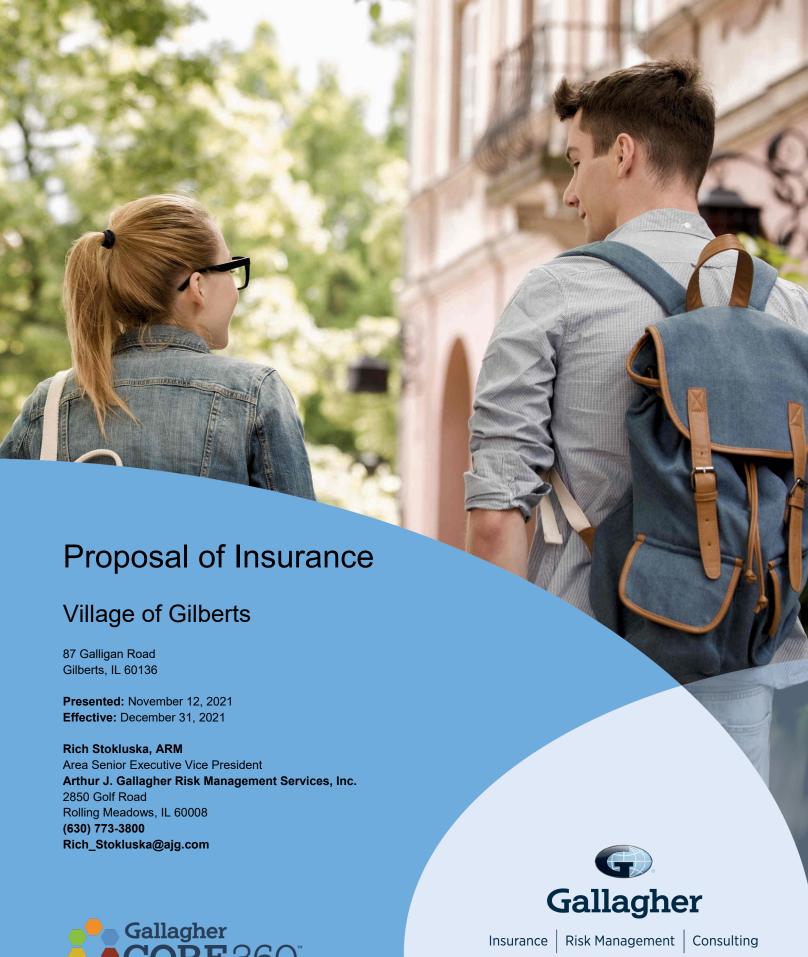






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Service Team

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

CONSISTS ON			
NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Rich Stokluska, ARM Area Senior Executive Vice President	(630) 285-4012	Rich_Stokluska@ajg.com	Producer
JoAnn Bonnevier, CIC, CISR, CIIP Client Service Supervisor	(630) 647-3082	Joann_Bonnevier@ajg.com	Client Service Manager

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.

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.

Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

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 Schedule.	1		1		
Named Insured	Package	Equipment Breakdown	Cyber Liability	Crime	Workers Compensation
Village of Gilberts	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 Insurance Company (Trident) Package - Property, Auto, General Liability & \$7MM Umbrella		Recommended Quote	\$66,845.00
Atlantic Specialty Insurance Company (Intact)	Package - Property, Auto, General Liability & \$4MM Umbrella	Quoted	\$69,839.00
Liberty Mutual Insurance Company	Package - Property, Auto, General Liability & \$7MM Umbrella	Declined to Quote - Does Not Fit Underwriting Requirement	
Hartford Steam Boiler Inspection & Insurance Co.	Equipment Breakdown	Recommended Quote	\$3,594.00
BCS Insurance Company	Cyber Liability	Recommended Quote	\$3,791.00
Hanover Insurance Companies	Crime	Recommended Quote	\$1,012.00
Illinois Public Risk Fund	Workers Compensation	Recommended Quote	\$50,024.00

Village of Gilberts 12/31/2021

Exposure Comparison

Exposure	2020-2021	2021-2022	Change %
Property Values	\$24,454,355	\$24,454,355	0.00%
Inland Marine	\$550,999	\$550,467	-0.10%
Vehicle Count	30	26	-13.33%
Vehicle Value	\$968,301	\$888,301	-8.26%
Operating Expense	\$5,870,552	\$5,870,552	0.00%
Payroll	\$1,810,484	\$1,928,000	6.49%

Premium Comparison

Recommended

Line of Coverage	Intact Expiring 2020 - 2021	Trident 2021 - 2022	Change %
Package	\$41,578	\$44,879	7.94%
Auto	\$17,333	\$12,242	-29.37%
Umbrella \$7MM	\$7,675	\$9,724	26.70%
Boiler & Machinery	\$3,343	\$3,594	7.51%
Crime	\$1,012	\$1,012	0.00%
Cyber Liability	\$3,102	\$3,891	25.44%
WC	\$48,749	\$51,525	5.69%

Intact Renewal 2021-2022
\$46,686
\$16,288
\$6,865
\$3,594
\$1,012
\$3,891
\$51,525
•

Optional

Total \$122,792 \$126,867 \$129,861 3.32%

^{*}Intact is only offering \$4MM umbrella limit

Workers' Compensation Comparison

Code	Description	2021-2022 Payroll	2021-2022 Rate	2022-2023 Payroll	2022-2023 Rate
5506	Street Maintenance	\$220,934	7.821	\$261,000	8.341
7520	Waterworks	\$166,720	2.941	\$182,000	2.765
7580	Sewage Disposal	\$182,336	3.007	\$130,000	3.297
7720	Policeman	\$844,292	1.977	\$887,000	1.938
8810	Clerical	\$312,652	0.104	\$421,000	0.105
	Municipal				
9410	Employees	\$83,550	3.168	\$47,000	2.774
	Total Payroll	\$1,810,484		\$1,928,000	

Payroll	Rate
Change %	Change %
18.13%	6.65%
9.17%	-5.98%
-28.70%	9.64%
5.06%	-1.97%
34.65%	0.96%
-43.75%	-12.44%
6.49%	

Premium	\$47,329	\$50,024	
Fee	\$1,420	\$1,501	Premium Change
Total premium	\$48,749	\$51,525	5.69%
*Grant	\$5,334	\$5,908	



Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	1/1	10 Silver Trail Parkway, Gilberts, IL 60136
	2/1	1235 Galligan Road Gilberts, , IL 60136
	3/1	196 Valencia Drive, Gilberts, IL 60136
	3/2	196 Valencia Drive, Gilberts, IL 60136
	4/1	201 Raymond Drive Gilberts, , IL 60136
	4/2	201 Raymond Drive Gilberts, , IL 60136
	5/1	281 Raymond Drive Gilberts, , IL 60136
	5/2	281 Raymond Drive Gilberts, , IL 60136
	5/3	281 Raymond Drive Gilberts, , IL 60136
	5/4	281 Raymond Drive Gilberts, , IL 60136
	6/1	320 Raymond Drive Gilberts, , IL 60136
	6/2	320 Raymond Drive Gilberts, , IL 60136
	6/3	320 Raymond Drive Gilberts, , IL 60136
	6/4	320 Raymond Drive Gilberts, , IL 60136
	6/5	320 Raymond Drive Gilberts, , IL 60136
	6/6	320 Raymond Drive Gilberts, , IL 60136
	7/1	598 Sleeping Bear, Gilberts, IL 60136
Package - Property	8/1	73 Industrial Drive, Gilberts, IL 60136
	8/2	73 Industrial Drive, Gilberts, IL 60136
	9/1	84 Tower Hill, Gilberts, IL 60136
	10/1	86 Railroad ST -Bld 6, Gilberts, IL 60136
	11/1	87 Galligan Road, Gilberts, IL 60136
	12/1	95 Meadows Drive, Gilberts, IL 60136
	13/1	16 Higgins Road, Gilberts, IL 60136
	13/2	16 Higgins Road, Gilberts, IL 60136
	14/1	Indian Trails, Gilberts, IL 60136
	15/1	Old Town, Gilberts, IL 60136
	16/1	Timber Trails, Gilberts, IL 60136
	17/1	562 Tyrelle Road, Gilberts, IL 60136
	18/1	355 Tyrelle Road, Gilberts, IL 60136
	18/2	355 Tyrelle Road, Gilberts, IL 60136
	19/1	280 Town Center Blvd, Gilberts, IL 60136
	20/1	301 Columbia Lane, Gilberts, IL 60136
	20/2	301 Columbia Lane, Gilberts, IL 60136
	20/3	301 Columbia Lane, Gilberts, IL 60136



LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	21/1	Town Center Unit 18, Gilberts, IL 60136



Program Details

Coverage: Package - Property

Carrier: Argonaut Insurance Company

Argonaut Great Central Insurance Company Argonaut-Midwest 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:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	N/A	100 %

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Blanket - Building	Limit	\$14,198,331
Blanket - Business Personal Property	Limit	\$10,256,024
	Total TIV	\$24,454,355
Earthquake	Limit	\$5,000,000
Flood	Limit	\$5,000,000
Equipment Breakdown		
Limit	Limit	\$24,454,355
Business Income and Extra Expense	Limit	\$500,000
Pollutant Clean Up and Removal	Limit	\$250,000
Refrigerant Contamination	Limit	\$250,000
Spoilage	Limit	\$250,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Deductible	\$1,000
Deductible	Earthquake	\$50,000
Deductible	Flood	\$50,000
Deductible	Equipment Breakdown	
Deductible	Deductible - Direct Damage	\$1,000
Deductible	Deductible - Indirect Damage	72 hour
Deductible	Business Income Coverages	
Deductible	Business Income and Extra Expense	72 hour



Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
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	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	'
Deductible	Per Item Limit	\$1,000
Deductible	Course of Construction	<u> </u>
Deductible	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



Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
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
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	'
Deductible	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

DESCRIPTION	LIMIT TYPE	AMOUNT
Business Income Coverages		
Business Income and Extra Expense	Limit	\$500,000



DESCRIPTION	LIMIT TYPE	AMOUNT
Dependent Property	Limit	\$100,000
Interruption Of Computer Operations	Limit	\$10,000
Lease Cancellation Moving Expenses	Limit	\$5,000
Newly Acquired or Constructed Property - Business Income	Limit	\$500,000
Off Premises Utility Failure-Business Income	Limit	\$50,000
Ingress or Egress	Limit	\$25,000
Pollutant Clean Up And Removal	Limit	\$25,000
Ordinance and Law		
Coverage A	Limit	Included
Coverage B	Limit	\$1,000,000
Coverage C	Limit	\$1,000,000
Accidental Classroom Chemical Spills	Limit	\$50,000
Accounts Receivable Records	Limit	\$100,000
Accumulation of Surface Water	Limit	\$25,000
Animals	'	
Occurrence Limit	Limit	\$10,000
Aggregate Limit	Limit	\$50,000
Appurtenant Structures	Limit	\$100,000
Audio Visual and Communication Equipment	Limit	\$100,000
Changes in Temperature Or Humidity	Limit	\$50,000
Commandeered Property	Limit	\$250,000
Computer Equipment	Limit	\$250,000
Portable Computer Equipment		
Per Item Limit	Limit	\$1,500
Per Policy Limit	Limit	\$15,000
Course of Construction		
Per Building	Limit	\$25,000
Per Policy Year	Limit	\$100,000
Debris Removal - Your Premises	Limit	\$250,000
Debris Removal - Wind Blown Debris	Limit	\$10,000
Electrical Damage	Limit	\$50,000
Electronic Data	Limit	\$100,000
Fine Arts	Limit	\$100,000
Fire Department Service Charge	Limit	\$25,000



DESCRIPTION	LIMIT TYPE	AMOUNT
Fungus, Wet Rot, Dry Rot And Bacteria (limited coverage)	Limit	\$15,000
Glass Display Or Trophy Cases	Limit	\$5,000
Inventory And Appraisal	Limit	\$20,000
Key Card Coverage	Limit	\$25,000
Lock Replacement	Limit	\$10,000
Money And Securities		"
On Your Premises	Limit	\$20,000
Away From Your Premises	Limit	\$10,000
Newly Acquired Or Constructed Property	'	"
Buildings	Limit	\$1,000,000
Your Business Personal Property	Limit	\$1,000,000
Non-owned Detached Trailers	Limit	\$20,000
Off Premises Utility Failure - Damage to Covered Property	Limit	\$100,000
Outdoor Property	Limit	\$100,000
Outdoor Signs	Limit	\$5,000
Personal Effects And Property Of Others	Limit	\$50,000
Any one Employee or Volunteer	Limit	\$1,500
Pollutant Clean Up And Removal	Limit	\$500,000
Property In Transit	Limit	\$50,000
Property Off-premises	Limit	\$50,000
Recharge Of Fire Protection Equipment	Limit	\$10,000
Retaining Walls	Limit	\$5,000
Reward Payments	Limit	\$15,000
Salesperson's Samples	Limit	\$10,000
SCADA Upgrade	Limit	\$100,000
Penstock	Limit	\$100,000
Sod, Trees, Shrubs and Plants		
Any One Tree, Shrub or Plant	Limit	\$1,000
Occurrence Limit	Limit	\$10,000
Spoilage	Limit	\$25,000
Theft of Jewelry, Furs, Stamps And Other Specified Items		
Per Item	Limit	\$2,500
Max Occurrence Limit	Limit	\$10,000
Undamaged Leasehold Improvements	Limit	\$50,000



Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Underground Fiber Optic Cable		
Any One Occurrence	Limit	\$10,000
Each 12 month Period	Limit	\$50,000
Underground Property, Paved Surfaces or Athletic Fields	Limit	\$250,000
Valuable Papers And Records (Other Than Electronic Data)	Limit	\$100,000
Virus, Harmful Code or Similar Instruction	Limit	\$25,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies

Perils Covered:

ТҮРЕ	DESCRIPTION
Special Form Perils	Applies

Exclusions include, but are not limited to:

DESCRIPTION	
Earth Movement Exclusion	
Flood Exclusion	
Government Action Exclusion	
War Exclusion	
Nuclear Hazard, Power Failure	

Binding Requirements:

DESCRIPTION	
Subject to Fully Completed/Signed Trident Public Entity Application with Supplements.	
Full 17 digit VIN for all units	
Signed TRIA form	
Signed SOV	
Signed UM/UIM form	

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Margin Clause - 110%

Flood coverage does not include any location(s) wholly or partially located in Zones A or V, regardless of how the Zone may be named.





Premium \$21,540.00

ESTIMATED PROGRAM COST \$21,540.00

TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)

\$646.00

Statement of Values:

Loc.# /Bldg.	Address	Location	Building	Contents
# 1/1	10 Silver Trail Parkway, Gilberts, IL 60136	School Lift Station	¢200 500	ድር
	•		\$300,500	\$0
2/1	1235 Galligan Road Gilberts, , IL 60136	Elevated Tank	\$1,639,091	\$0
3/1	196 Valencia Drive, Gilberts, IL 60136	Valencia Lift Station	\$300,500	\$0
3/2	196 Valencia Drive, Gilberts, IL 60136	Generator	\$101,624	\$0
4/1	201 Raymond Drive Gilberts, , IL 60136	Barancik Lift Station	\$809,711	\$0
4/2	201 Raymond Drive Gilberts, , IL 60136	Generator	\$101,624	\$0
5/1	281 Raymond Drive Gilberts, , IL 60136	Phosphorous Removal Building	\$322,008	\$200,000
5/2	281 Raymond Drive Gilberts, , IL 60136	Sewer Plant	\$1,092,727	\$6,093,480
5/3	281 Raymond Drive Gilberts, , IL 60136	Kohler Generator	\$140,743	\$0
5/4	281 Raymond Drive Gilberts, , IL 60136	SCADA	\$0	\$70,500
6/1	320 Raymond Drive Gilberts, , IL 60136	Water Plant	\$546,364	\$2,731,560
6/2	320 Raymond Drive Gilberts, , IL 60136	Water Tower	\$1,639,091	\$0
6/3	320 Raymond Drive Gilberts, , IL 60136	Kohler Generator	\$101,624	\$0
6/4	320 Raymond Drive Gilberts, , IL 60136	Cannon Copier	\$0	\$17,340
6/5	320 Raymond Drive Gilberts, , IL 60136	Well #3	\$835,936	\$0
6/6	320 Raymond Drive Gilberts, , IL 60136	Water Treatment-Additional Equipment for Barium Removal	\$0	\$700,000
7/1	598 Sleeping Bear, Gilberts, IL 60136	Water Tower	\$1,102,562	\$22,063
8/1	73 Industrial Drive, Gilberts, IL 60136	Public Works Building (New)	\$1,083,107	\$105,060
8/2	73 Industrial Drive, Gilberts, IL 60136	Salt Bin	\$182,485	\$63,036
9/1	84 Tower Hill, Gilberts, IL 60136	Public Works Building (Old)	\$156,350	\$52,530



\$14,198,331

\$10,256,024

10/1	86 Railroad St -Bld 6, Gilberts, IL 60136	Police Department	\$625,262	\$78,795
11/1	87 Galligan Road, Gilberts, IL 60136	Village Hall	\$957,643	\$105,060
12/1	95 Meadows Drive, Gilberts, IL 60136	Timber Trails #9 Lift Station	\$300,500	\$0
13/1	16 Higgins Road, Gilberts, IL 60136	Joseph Waitcus Park Pavilion	\$27,315	\$0
13/2	16 Higgins Road, Gilberts, IL 60136	Waitcus Park Sign	\$0	\$8,300
14/1	Indian Trails, Gilberts, IL 60136	Street Lights	\$43,709	\$0
15/1	Old Town, Gilberts, IL 60136	Street Lights	\$54,636	\$0
16/1	Timber Trails, Gilberts, IL 60136	Street Lights	\$269,904	\$0
17/1	562 Tyrelle Road, Gilberts, IL 60136	Well #4	\$835,936	\$0
18/1	355 tyrelle Road, Gilberts, IL 60136	Memorial Park Pavillion	\$29,584	\$0
18/2	355 tyrelle Road, Gilberts, IL 60136	Memorial Park Sign	\$0	\$8,300
19/1	280 Town Center blvd, Gilberts, IL 60136	Gilberts Town Square Gazebo	\$39,227	\$0
20/1	301 Columbia Lane, Gilberts, IL 60136	Splash Pad	\$345,000	\$0
20/2	301 Columbia Lane, Gilberts, IL 60136	Town Center Park Pavilion	\$46,470	\$0
20/3	301 Columbia Lane, Gilberts, IL 60136	Concession Stand	\$144,100	\$0
21/1	Town Center Unit 18, Gilberts, IL 60136	Street Lights	\$22,998	\$0

Insured Signature	Date



Coverage: Package - Inland Marine

Carrier: Argonaut Insurance Company

Argonaut Great Central Insurance Company Argonaut-Midwest Insurance Company

Policy Period: 12/31/2021 to 12/31/2022

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Contractors Equipment: Scheduled Equipment	Limit	\$486,880
Miscellaneous Property: Scheduled Miscellaneous Equipment	Limit	\$63,587

Deductibles / Self-Insured Retention

TYPE	TYPE COVERAGE	
Deductible	Contractors Equipment: Scheduled Equipment	\$1,000
Deductible	Miscellaneous Property: Scheduled Miscellaneous Equipment	\$1,000

Valuations:

DESCRIPTION	LIMITATIONS	
Replacement Cost 10 yrs	Contractors Equipment: Scheduled Equipment	
Replacement Cost	Miscellaneous Property: Scheduled Miscellaneous Equipment	

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION	
Inland Marine	Cranes & Rigging Equipment	
Inland Marine, Equipment Floater	Mechanical or Equipment Breakdown	
Equipment Floater	Pollution	
Equipment Floater, EDP, Transit	War and Nuclear Hazard	
Equipment Floater, EDP, Transit	Wear and Tear, Gradual Deterioration, or Obsolescence	
Equipment Floater	Mold / Fungus	
EDP	Utility Service Interruption	
EDP	Expected or Intended Loss	
EDP	Programming Errors	
Transit	Government Authority Exclusion	



Premium	\$879.00
ESTIMATED PROGRAM COST	\$879.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$26.00



Coverage: Package - General Liability

Carrier: Argonaut Insurance Company

Argonaut Great Central Insurance Company Argonaut-Midwest Insurance Company

Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	N/A	Not Applicable
Public Officials' Liability	Claims Made	12/31/2012	Not Applicable
Employment Practices Liability	Claims Made	12/31/2012	Not Applicable
Law Enforcement Liability	Occurrence	N/A	Not Applicable
Employee Benefits Liability	Claims Made	12/31/2012	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Bodily Injury/Property Damage	Limit	\$1,000,000
Personal Injury/Advertising Injury	Limit	\$1,000,000
Damages to premises rented to you	Limit	\$100,000
Employee Benefits	Limit	\$1,000,000
General Aggregate	Limit	\$2,000,000
Products/Completed Operations Aggregate	Limit	\$2,000,000
Public Officials' Liability		
Per Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000
Employment Practices Liability		
Per Wrongful Employment Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000
Law Enforcement Liability		
Per Wrongful Act	Limit	\$1,000,000
Annual Aggregate	Limit	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Employee Benefits	\$1,000
Deductible	Public Officials' Liability - Deductible Each Wrongful Act (Expenses included within retention)	\$2,500
Deductible	Public Water Utility	\$2,500
Deductible	Sewer System	\$2,500



Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Employment Practices Liability - Deductible Each Wrongful Act (Expenses included within retention)	\$2,500
Deductible	Miscellaneous - Back Wages	\$10,000
Deductible	Law Enforcement Liability - Deductible Each Wrongful Act (Expenses included within retention)	\$2,500

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS
Public Officials' Liability	12/31/2012	\$1,000,000
Employment Practices Liability	12/31/2012	\$1,000,000

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 (90) days of the expiration date. The cost of this extended reporting period is 0% 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 (60) 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

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

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE DESCRIPTION

Please see attached carrier form AG EP P001 01 02/09 page 5 & 6; C. Duties in the event of a claim, suit or wrongful act

DESCRIPTION	LIMIT TYPE	AMOUNT
Unmanned Aircraft Under 25 Pounds	Limit	\$25,000
Limited - Failure to Supply		Included
Limited Pollution Liability Coverage (Chemical Spraying, Water Utility, and Sewer Utility)		Included
	General L	iability P.E. 2
Public Water Utility		Included
Sewer System		Included
Public Officials P.E. 2		
Public Water Utility		Included
Sewer System		Included
Employment Practices Liability		
Non-Monetary Defense Per Wrongful Act	Limit	\$50,000



Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Non-Monetary Defense Annual Aggregate	Limit	\$50,000
Equal Employment Opportunity Commission (EEOC) Hearing Expense Limit Per Wrongful Act	Limit	\$10,000
Equal Employment Opportunity Commission (EEOC) Hearing Expense Limit Annual Aggregate	Limit	\$50,000
Miscellaneous - Back Wages	Limit	\$50,000

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
General Liability	Employment Related Wrongful Acts - Excluded

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Premium Breakdown: General Liability - \$6,158 Public Officials' Liability - \$1,609 Employment Practices Liability - \$7,630 Law Enforcement Liability - \$7,063





Premium \$22,460.00

ESTIMATED PROGRAM COST \$22,460.00

TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)

\$185.00

Subject to Audit: Not Auditable



Coverage: Package - Automobile

Carrier: Argonaut Insurance Company

Argonaut Great Central Insurance Company Argonaut-Midwest Insurance Company

Policy Period: 12/31/2021 to 12/31/2022

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS
Liability Limit	Limit	\$1,000,000	1
Uninsured Motorist	Limit	\$100,000	2
Underinsured Motorist	Limit	\$100,000	2
Medical Payments	Limit	\$5,000	2
Auto Physical Damage - Comprehensive		ACV	10
Auto Physical Damage - Collision		ACV	10

Deductibles / Self-Insured Retention

TYPE	COVERAGE AMOUNT	
Deductible	Auto Physical Damage	
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).



Covered Autos:

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

Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism

Auto Disclaimer

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Premium Breakdown: Auto Liability Premium \$8,505 Auto Physical Damage Premium \$3,737

OCN: 888,301





 Premium
 \$12,242.00

ESTIMATED PROGRAM COST \$12,242.00

Subject to Audit: Not Auditable Auditable Exposures:

DESCRIPTION	EXPOSURE
Auto Liability - Liability Limit	26 - Units
Auto Physical Damage: Comprehensive	26 - Units
Auto Physical Damage: Collision	26 - Units



Coverage: Package - Excess Liability

Carrier: Argonaut Insurance Company

Argonaut Great Central Insurance Company Argonaut-Midwest Insurance Company

Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	N/A	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence, Offense, Accident, or Wrongful Act	Limit	\$7,000,000
Annual Aggregate	Limit	\$7,000,000

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	\$1,000,000	Argonaut Insurance Company	12/31/2021	12/31/2022
Public Officials' Liability	\$1,000,000	Argonaut Insurance Company	12/31/2021	12/31/2022
Employment Practices Liability	\$1,000,000	Argonaut Insurance Company	12/31/2021	12/31/2022
Law Enforcement Liability	\$1,000,000	Argonaut Insurance Company	12/31/2021	12/31/2022
Auto Liability	\$1,000,000	Argonaut Insurance Company	12/31/2021	12/31/2022

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
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion



\$292.00

Exclusions include, but are not limited to:

DESCRIPTION

Retained Limit

Premium \$9,724.00
ESTIMATED PROGRAM COST \$9,724.00

TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)

Subject to Audit: Not Auditable



Coverage: Equipment Breakdown

Carrier: Hartford Steam Boiler Inspection & Insurance Co.

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:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Business Income Coinsurance: Waived Until 12/31/2022	N/A	N/A

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Applies To: All Locations		
Equipment Breakdown Limit	Limit	\$50,000,000
Property Damage		Included
Business Income		Included
Extra Expense		Included

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Combined, All Coverages	\$1,000
Deductible	Interruption of Service Waiting Period	4 Hours

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Applies To: All Locations		
Civil Authority		Included
Contingent Business Income	Limit	\$2,500,000
Data Restoration	Limit	\$2,500,000
Demolition	Limit	\$2,500,000
Expediting Expenses	į	Included
Green	Limit	\$25,000
Hazardous Substances	Limit	\$2,500,000
Mold	Limit	\$25,000
Newly Acquired Locations		Included
Off Premises Equipment Breakdown	Limit	\$2,500,000



Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Ordinance or Law	Limit	\$2,500,000
Perishable Goods	Ì	Included
Public Relations	Limit	\$5,000
Service Interruption		Included
Other Conditions		
Newly Acquired Locations		365 Days
Extended Period of Restoration		365 Days
Miscellaneous Unnamed Locations Limit (Applies to locations you own or lease that are not listed on the Schedule of Locations.)	Limit	\$1,000,000

Endorsements include, but are not limited to:

DESCRIPTION

Hsb Techadvantage™ Equipment Breakdown Coverage Form and Optional Additional Insurance Coverage Endorsements

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Covered Cause of Loss

Accident - Included

Electronic Circuitry Impairment - Included

Notice of Cancel. Other than Non-Payment: 90 Days

Omnibus Location Wording - See Endorsement

the Words 'on the Same Site' are Deleted from Valuation a.(2).

Covered Services as Defined Under "Interruption of Service" Includes "Cloud Computing Service".

Premium \$3,594.00
ESTIMATED PROGRAM COST \$3,594.00
TRIA/TRIPRA PREMIUM

(+ Additional Surcharges, Taxes and Fees as applicable)

\$0.00



Coverage: Cyber Liability

Carrier: BCS Insurance Company
Policy Period: 12/31/2021 to 12/31/2022

Form Number: 94.200 (07/19)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber Liability	Claims Made	Full Prior Acts	N/A

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber Liability	Applies	N/A	Other / Claims Expenses Shall Reduce the Applicable Limits of Liability and are Subject to the Applicable Retention(s)

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
I. Aggregate Limit of Liability	Limit	\$1,000,000	Aggregate for Each and Every Claim or Event Including Claims Expenses
II. Sublimit of Liability for Individual Coverage® Purchased	Sublimit	\$1,000,000	
A. Privacy Liability (including Employee Privacy)	Sublimit	\$1,000,000	Per Claim
A. Privacy Liability (including Employee Privacy)	Sublimit	\$1,000,000	Aggregate
B. Privacy Regulatory Claims Coverage	Sublimit	\$1,000,000	Per Claim
B. Privacy Regulatory Claims Coverage	Sublimit	\$1,000,000	Aggregate
C. Security Breach Response Coverage	Sublimit	\$1,000,000	Per Claim
D. Security Liability	Sublimit	\$1,000,000	Per Claim
D. Security Liability	Sublimit	\$1,000,000	Aggregate
E. Multimedia Liability	Sublimit	\$1,000,000	Per Claim
E. Multimedia Liability	Sublimit	\$1,000,000	Aggregate
F. Cyber Extortion	Sublimit	\$1,000,000	Per Claim
G. Business Income and Digital Asset Restoration - 1 .Business Income Loss	Sublimit	\$1,000,000	Per Claim
G. Business Income and Digital Asset Restoration - 2. Restoration Costs	Sublimit	\$1,000,000	Per Claim
G. Business Income and Digital Asset Restoration - 3. Reputation Business Income Loss	Sublimit	\$1,000,000	Per Claim
G. Business Income and Digital Asset Restoration - 4. Systems Integrity Restoration Loss *	Sublimit	\$250,000	Per Claim

Village of Gilberts



Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
H. PCI DSS Assessment	Sublimit	\$1,000,000	Per Claim
H. PCI DSS Assessment	Sublimit	\$1,000,000	Aggregate
I. Electronic Fraud - 1. Phishing Loss	Sublimit	\$50,000	Per Claim
I. Electronic Fraud - 2. Services Fraud Loss	Sublimit	\$100,000	Per Claim
I. Electronic Fraud - 3. Reward Fund Loss	Sublimit	\$50,000	Per Claim
I. Electronic Fraud - 4. Personal Financial Loss	Sublimit	\$250,000	Per Claim
I. Electronic Fraud - 5. Corporate Identify Theft Loss	Sublimit	\$250,000	Per Claim
I. Electronic Fraud - 6. Telephone Hacking Loss	Sublimit	\$100,000	Per Claim
I. Electronic Fraud - 7. Direct Financial Loss (Funds Transfer Fraud)	Sublimit	\$100,000	Per Claim
I. Electronic Fraud - 8. Cyber Deception**	Sublimit	\$100,000	Per Claim
I. Electronic Fraud - 8. Cyber Deception**	Sublimit	\$100,000	Aggregate

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	A. Privacy Liability (including Employee Privacy) - Each Claim or Event	\$2,500
Retention	A. Privacy Liability (including Employee Privacy) - Aggregate	\$2,500
Retention	B. Privacy Regulatory Claims Coverage - Each Claim or Event	\$2,500
Retention	B. Privacy Regulatory Claims Coverage - Aggregate	\$2,500
Retention	C. Security Breach Response Coverage - Each Claim or Event	\$2,500
Retention	C. Security Breach Response Coverage - Aggregate	\$2,500
Retention	D. Security Liability - Each Claim or Event	\$2,500
Retention	D. Security Liability - Aggregate	\$2,500
Retention	E. Multimedia Liability - Each Claim or Event	\$2,500
Retention	E. Multimedia Liability - Aggregate	\$2,500
Retention	F. Cyber Extortion - Each Claim or Event	\$2,500
Retention	F. Cyber Extortion - Aggregate	\$2,500
Retention	G. Business Income and Digital Asset Restoration - Each Claim or Event	\$2,500
Retention	G. Business Income and Digital Asset Restoration - Aggregate	\$2,500
Retention	H. PCI DSS Assessment - Each Claim or Event	\$2,500
Retention	H. PCI DSS Assessment - Aggregate	\$2,500
Retention	I. Electronic Fraud - 1. Phishing Loss - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 1. Phishing Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 2. Services Fraud Loss - Each Claim or Event	\$2,500



Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	I. Electronic Fraud - 2. Services Fraud Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 3. Reward Fund Loss - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 3. Reward Fund Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 4. Personal Financial Loss - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 4. Personal Financial Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 5. Corporate Identify Theft Loss - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 5. Corporate Identify Theft Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 6. Telephone Hacking Loss - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 6. Telephone Hacking Loss - Aggregate	\$2,500
Retention	I. Electronic Fraud - 7. Direct Financial Loss (Funds Transfer Fraud) - Each Claim or Event	\$2,500
Retention	I. Electronic Fraud - 7. Direct Financial Loss (Funds Transfer Fraud) - Aggregate	\$2,500
Retention	I. Electronic Fraud - 8. Cyber Deception - Each Claim or Event	\$5,000
Deductible	Waiting Period	12 Hours

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

"Claim" Means:

- 1. A Written Demand Received by "You" for Money or Services, Including the Service of a Civil Suit or Institution of Arbitration Proceedings;
- Initiation of a Civil Suit Against "You" Seeking Injunctive Relief;
- A Written Notice of an Alleged "Privacy Wrongful Act" or "Security Wrongful Act" from a Third Party.
- 4. Solely with Respect to Coverage B., A "Regulatory Claim" Made Against "You"; Or
- 5. Solely with Respect to Coverage H., Written Notice to "You" of a "PCI DSS Assessment".

Multiple "Claims" Arising from the Same or a Series of Related or Repeated 'Wrongful Acts", Acts, Errors, Or Omissions or from any Continuing 'Wrongful Acts", Acts, Errors or Omissions Shall be Considered a Single "Claim" for the Purposes of This Policy, Irrespective of the Number of Claimants or "You" Involved Therein. All Such Related "Claims" Shall be Deemed to Have Been First Made at the Time the Earliest Such "Claim" was Made or Deemed Made Under Section IX.A.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
Immediately report all claims to BCS Insurance	





Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
III. Supplemental Limits		
A. Court Attendance Costs	Sublimit	\$100,000
B. Bodily Injury / Property Damage Liability	Sublimit	\$250,000
C. TCPA	Sublimit	\$100,000
D. HIPAA Corrective Action Plan Costs	Sublimit	\$50,000
E. Post Breach Response	Sublimit	\$25,000
F. Independent Consultant	Sublimit	\$25,000
G. Outsourced Provider	Sublimit	\$250,000
H. Computer System	Sublimit	\$250,000

Endorsements include, but are not limited to:

DESCRIPTION

Cyber and Privacy Liability Insurance Policy - 94.111 (07/19)

Cyber and Privacy Liability Policy Form - 94.200 (07/19)

Cyber Deception Endorsement - Illinois (If elected) - 94.510 IL (07/19)

Illinois Amendatory Endorsement - 94.801 IL (07/19)

Coverage for Certified Acts of Terrorism (Included only if Terrorism coverage is elected at 1 % additional premium) - 94.551 (01/15)

War and Terrorism Endorsement - Illinois - 94.552 IL (04/15)

Illinois Notice - BCSI-X010 IL (01/15)

Biometric Statutes Or Regulations Sublimit Endorsement - ILLINOIS - 94.541 IL (03/21)

Exclusions include, but are not limited to:

DESCRIPTION

Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.) - 94.102 (01/15)

Radioactive Contamination Exclusion Clause-Liability Direct (U.S.A.) - 94.103 01/15

Premium	\$3,791.00
Fees	
RPS Service Fee	\$100.00
Total Fees	\$100.00
ESTIMATED PROGRAM COST	\$3,891.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Village of Gilberts



Coverage: Crime

Carrier: Hanover Insurance Companies

Policy Period: 12/31/2021 to 12/31/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Claims Made	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
1. Employee Theft - Per Loss	Limit	\$500,000
3. Forgery Or Alteration	Limit	\$100,000
4. Inside The Premises - Theft of Money And Securities	Limit	\$100,000
5. Inside The Premises - Robbery Or Safe Burglary of Other Property	Limit	\$100,000
6. Outside The Premises	Limit	\$100,000
7. Computer Fraud	Limit	\$100,000
8. Funds Transfer Fraud	Limit	\$100,000
9. Money Orders And Counterfeit Money	Limit	\$10,000

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	1. Employee Theft - Per Loss	\$2,500
Deductible	3. Forgery Or Alteration	\$1,000
Deductible	4. Inside The Premises - Theft of Money And Securities	\$1,000
Deductible	5. Inside The Premises - Robbery Or Safe Burglary of Other Property	\$1,000
Deductible	6. Outside The Premises	\$1,000
Deductible	7. Computer Fraud	\$1,000
Deductible	8. Funds Transfer Fraud	\$1,000
Deductible	9. Money Orders And Counterfeit Money	\$250
Deductible	Add Faithful Performance of Duty Coverage for Government Employees	\$2,500
Deductible	Include Expenses Incurred to Establish Amount of Covered Loss	\$5,000
Deductible	Funds Transfer - False Pretenses Coverage	\$5,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Add Faithful Performance of Duty Coverage for Government Employees	Limit	\$500,000
Funds Transfer - False Pretenses Coverage	Limit	\$100,000





Endorsements include, but are not limited to:

DESCRIPTION

Government Crime Policy - CR 00 26 05 06

Include Specified Non-compensated Officers as Employees - CR 25 08 08 07

Include Treasurers or Tax Collectors as Employees - CR 25 12 08 07

Include Chairperson and Members of Specified Committees as Employees - CR 25 06 08 07

Add Faithful Performance of Duty Coverage for Government Employees - CR 25 19 05 06

Include Expenses Incurred to Establish Amount of Covered Loss - CR 25 40 08 07

Delete Employee Exclusions - 181-1515 03/17

Crime Advantage - 181-1640-G 03/17

Amend Computer Fraud Insuring Agreement - 181-1661 03/16

Funds Transfer - False Pretenses Coverage - 181-1663 09/18

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)

Premium \$1,012.00

ESTIMATED PROGRAM COST \$1,012.00

Village of Gilberts



Coverage: Workers Compensation

Carrier: Illinois Public Risk Fund

Policy Period: 1/1/2022 to 1/1/2023

Coverage:

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

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Workers Compensation	None

States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

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

Voluntary Compensation

Longshore & Harbor Workers' Act

Owners or Officers

Bodily Injury to an Employee While Employed in Violation of Law

Bodily Injury Intentionally Caused by Insured

Federal Employers' Liability Act





Exclusions include, but are not limited to:

DESCRIPTION

Assumptions under Contract

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Cancellation: In the event that the Policy is Cancelled prior to the expiration date, then the total annual premium stated on page 2 will be 100% fully earned

The premium for this policy will be determined by our rules, classifications, rates and rating plans. All required information is subject to verification and change by audit at policy expiration.

Premium	\$50,024.00
Fees	
Administrative Fee:	\$1,501.00
Total Fees	\$1,501.00
ESTIMATED PROGRAM COST	\$51,525.00
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	\$261,000 - Payroll	8.341
IL	7520	Waterworks	\$182,000 - Payroll	2.765
IL	7580	Sewage Disposal	\$130,000 - Payroll	3.297
IL	7720	Policeman	\$887,000 - Payroll	1.938
IL	8810	Clerical	\$421,000 - Payroll	0.105
IL	9410	Municipal Employees	\$47,000 - Payroll	2.774



VILLAGE OF GILBERTS

the Illinois Public Risk Fund has reserved

\$5,908

Congratulations!

Your organization has qualified for a Preferred Loss Ratio Grant of \$3,464 which is included in the above amount.

Please visit www.iprf.com for additional information and to complete the Grant Application.

Grant deadline is December 1, 2022.

(subject to the program terms and conditions.)



Premium Summary

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

		EXPIRING PRO	XPIRING PROGRAM PROPOSED PROGRAM		ROGRAM
LINE OF COVERAGE		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package – Property, General	Premium	Atlantic Specialty Insurance	\$66,586.00	Argonaut Insurance	\$66,845.00
Liability, Auto and Umbrella	TRIA Premium	Company (White Mountains Insurance Group) - Intact	Included	Company ((Trident)	\$1,149.00
Equipment Breakdown	Premium	Hartford Steam Boiler Inspec	\$3,343.00	Hartford Steam Boiler	\$3,594.00
	TRIA Premium	& Ins Co CT	N/A	Inspection & Insurance Co.	N/A
Cyber Liability	Premium	BCS Insurance Company	\$3,002.00	BCS Insurance Company	\$3,791.00
	Total Fees		\$100.00		\$100.00
	Estimated Cost		\$3,102.00		\$3,891.00
	TRIA Premium		\$30.00		\$38.00
Crime	Premium	Hanover Insurance Company	\$1,012.00	Hanover Insurance Companies	\$1,012.00
Workers Compensation	Premium	Illinois Public Risk Fund	\$47,329.00	Illinois Public Risk Fund	\$50,024.00
	Total Fees		\$1,420.00		\$1,501.00
	Estimated Cost		\$48,749.00		\$51,525.00
	TRIA Premium		Included		Included
Total Estimated Program Cost	Total Estimated Program Cost		\$122,792.00		\$126,867.00

Village of Gilberts



Quote from Argonaut Insurance Company (Argo Group International Holdings, Ltd), etc... is valid until 12/31/2021

Quote from BCS Insurance Company (BCS Insurance Company) is valid until 12/31/2021

Quote from Hartford Steam Boiler Inspection & Insurance Co. (Hartford Steam Boiler Inspection & Insurance Co.) 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 Companies (Hanover Insurance Companies) is valid until 12/31/2021

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

Package

Equipment Breakdown

Cyber Liability

Crime

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 Insurance Company (Trident)	Package	Payment due in full within 30 days of binding	Agency Bill
Hartford Steam Boiler Inspection & Insurance Co.	Equipment Breakdown	Payment due in full within 30 days of binding	Agency Bill
BCS Insurance Company (BCS Insurance Company)	Cyber Liability	Payment due in full within 30 days of binding	Agency Bill
Hanover Insurance Companies	Crime	Payment due in within 30 days of binding	Direct Bill
Illinois Public Risk Fund	Workers Compensation	Annual Payment of \$51,525 Due On 01/01/2022	Direct Bill



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
Argonaut Insurance Company	A- XIV	Admitted
Argonaut-Midwest Insurance Company	A- XIV	Admitted
BCS Insurance Company	A VIII	Admitted
Hanover Insurance Companies	A XV	Admitted
Hartford Steam Boiler Inspection & Insurance Co.	A++ X	Admitted
Illinois Public Risk Fund	Not Rated (1)	Admitted
Atlantic Specialty Insurance Company	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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**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-Funded program established in 1985 solely for the purpose of providing Workers' Compensation coverage public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation, which is rated A+ XII by A.M Best



Proposal Disclosures



Proposal Disclosures

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

Proposal Disclaimer

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

Compensation Disclosure

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

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

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 11/14/2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER	
□Accept □ Reject	Package – Property, General Liability, auto and Umbrella	
	Argonaut Insurance Company, Argonaut Great Central Insurance Company, Argonaut-Midwest Insurance Company	
□Accept □Reject	TRIA	
□Accept □ Reject	Equipment Breakdown	
	Hartford Steam Boiler Inspection & Insurance Co.	
□Accept □Reject	TRIA	
□Accept □ Reject	Cyber Liability	
	BCS Insurance Company	
□Accept □Reject	TRIA	
□Accept □ Reject	Crime	
	Hanover Insurance Companies	
□Accept □Reject	TRIA	
□Accept □ Reject	Workers Compensation	
	Illinois Public Risk Fund	
TRIA Cannot Be Rejected		
□Accept □ Reject	Package – Property, General Liability, auto and Umbrella	
Optional quote	Atlantic Specialty Ins company - Intact	

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:

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



Village of Gilberts



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.

Umbrell	a	
□Yes	□ N o- Increased Limits	
Gallaghe punitive arising o	er's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 mer shall only be liable for actual damages incurred by Client, and shall not be liable for any idemages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, out of, relating to or in any way connected with this Agreement or any Services provided here the accrual of such claim or cause of action.	indirect, consequential or statutory, or otherwise),
•	er has established security controls to protect Client confidential information from unauthorial information, please review Gallagher's Privacy Policy located at https://www.ajg.com/priv	
	ead, understand and agree that the above information is correct and has been disclosed to er to bind coverage and/or provide services to us.	us prior to authorizing
Ву:		
•	Print Name	
	Title	
	Signature	
Date:		



Appendix



Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

► Package, Auto, Umbrella (Intact)

Argonaut Insurance Company

Phone#: 800-444-3916Fax#: 800-771-8503

• Email: Claimsreporting@tridentinsurance.net

▶ Equipment Breakdown

Hartford Steam Boiler Inspection and Insurance Co

Phone: 888.472.5677Fax: 888.329.5677

Email: New Loss@hsb.com

▶ Crime

• Citizens Insurance Company of America (Hanover)

Address: Hanover Insurance Company
 333 W Pierce Rd
 Itasca, IL 60143
 Attn: Ginger Johnson, Fidelity Claims
 Ginger's phone number is 630-760-3464 & email gjohnson@hanover.com

Workers Compensation

Illinois Public Risk fund
 Phone: (888) 532-6981
 Fax: (888) 223-1638
 Email: www.iprf.com

▶ Cyber Liability

BCS Insurance CompanyPhone#: 1-866-288-1705

• Email: rpscyberclaims@clydeco.us



Bindable Quotations & Compensation Disclosure Schedule

Client Name: Village of Gilberts

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Package Property Inland Marine General Liability Automobile Excess	Argonaut Insurance Company (Trident)	Trident Insurance Services	\$66,845	15 %	N/A
Liability Equipment Breakdown	Hartford Steam Boiler Inspection & Insurance Co.	Risk Placement Services	\$3,594.00	20 %	10 %
Cyber Liability	BCS Insurance Company	Risk Placement Services	\$3,791.00	15%	7.5% + \$100.00
Crime	Hanover Insurance Companies	Risk Placement Services	\$1,012.00	10 %	10%
Workers Compensation	Illinois Public Risk Fund	Boyle, Flagg and Seamon, Inc. (BF&S Insurance)	\$50,024.00	10%	3%
Optional Package – (Property, IM, GL, Auto, Excess Liability)	Atlantic Specialty Insurance Company	Intact	\$69,418	15%	N/A



Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT		
	Subject to Fully Completed/Signed Trident Public Entity Application with Supplements.		
Package	Full 17 digit VIN for all units		
Argonaut Insurance Company (Trident)	Singed TRIA fom		
	Singed SOV		
	Singed UM/UIM form		

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 progressand 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 evaluating 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®

- 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 coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

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.

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".

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- 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:
 - 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

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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 compliant 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.

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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.

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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 I 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

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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:

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- 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:

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- 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.
- "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

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- 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.

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:

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- a. a breach of contract; or
- 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.

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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;

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- 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.

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- 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-

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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

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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
 - 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.