

DANIEL P. MCCOY
COUNTY EXECUTIVE

HON. STEPHEN W. HERRICK
PUBLIC DEFENDER

# COUNTY OF ALBANY PUBLIC DEFENDER

60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207-2021
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albany.com

July 7, 2020

Hon. Andrew Joyce Chairperson, Albany County Legislature 112 State Street, Room 710 Albany, New York 12207

RE: Request for Legislative Action

Dear Chairman Joyce;

The Public Defender's Office respectfully submits a Request for Legislative Action seeking authorization to extend the completion date of the New York State Office of Indigent Legal Services (NYSOILS) Second Upstate Quality Improvement and Caseload Reduction Grant (Contract No. C2ND601) from June 30, 2020 to June 30, 2021. This is a no cost extension.

This is a multiyear contract for a three year term, originally from July 1, 2017 to June 30, 2020, totally State funded for \$300,000. The fully executed three-year contract was not received by Albany County until April 18, 2019, thereby justifying the requested extension.

Please feel free to contact me if you have any questions or concerns.

Albany County Public Defender

SWH/njk

Cc: Honorable Dennis Feeney, Majority Leader Honorable Frank Mauriello, Minority Leader Rebekah Kennedy, Esq., Majority Counsel Arnis Zilgme, Esq., Minority Counsel



112 State Street Albany, NY 12207

# Legislation Text

File #: TMP-1745, Version: 1	
REQUEST FOR LEGISLATIVE ACTI	ON
Description (e.g., Contract Authoriz Request to Extend Second Upstate Q	•
Date:	7/2/2020
Submitted By:	Hon. Stephen Herrick
Department:	Public Defender
Title:	Public Defender
Phone:	518-447-7150
Department Rep.	
Attending Meeting:	Hon. Stephen Herrick
Purpose of Request:	
<ul> <li>□ Adopting of Local Law</li> <li>□ Amendment of Prior Legislation</li> <li>□ Approval/Adoption of Plan/Procedu</li> <li>□ Bond Approval</li> <li>□ Budget Amendment</li> <li>☑ Contract Authorization</li> <li>□ Countywide Services</li> <li>□ Environmental Impact/SEQR</li> <li>□ Home Rule Request</li> <li>□ Property Conveyance</li> <li>□ Other: (state if not listed)</li> </ul>	re  Click or tap here to enter text.
CONCERNING BUDGET AMENDME	<u>NTS</u>
Increase/decrease category (choos  ☐ Contractual ☐ Equipment ☐ Fringe ☐ Personnel ☐ Personnel Non-Individual	e all that apply):

File #: TMP-1745, Version: 1	
☐ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
CONCERNING CONTRACT AUTHORIZ	ZATIONS CONTRACTOR CON
Type of Contract:  ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☐ Requirements ☐ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click of	or tap to enter a date.
<ul><li>☐ Settlement of a Claim</li><li>☐ Release of Liability</li><li>☐ Other: (state if not listed)</li></ul>	Click or tap here to enter text.
Contract Terms/Conditions:	
Party (Name/address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	
Additional Parties (Names/addresses): Click or tap here to enter text.	
Amount/Raise Schedule/Fee: Scope of Services:	No Cost Extension Addition of one attorney to reduce caseload
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes □ No ⊠ Click or tap here to enter text.

File #: TMP-1745, Version: 1		
Is there a Fiscal Impact:	Yes □ No ⊠	
Anticipated in Current Budget:	Yes □ No □	
County Budget Accounts:		
Revenue Account and Line:	Click or tap here to enter text.	
Revenue Amount:	Click or tap here to enter text.	
Appropriation Account and Line:	Click or tap here to enter text.	
Appropriation Amount:	Click or tap here to enter text.	
Source of Funding - (Percentages)		
Federal:	Click or tap here to enter text.	
State:	100%	
County:	Click or tap here to enter text.	
Local:	Click or tap here to enter text.	
<u>Term</u>		
Term: (Start and end date)	July 1, 2017 - June 30, 2021	
Length of Contract:	4 years	
Impact on Pending Litigation	Yes □ No ⊠	
If yes, explain:	Click or tap here to enter text.	
Previous requests for Identical or Sim	nilar Action:	
Resolution/Law Number:	Resolution 30 for 2019	

<u>Justification</u>: (state briefly why legislative action is requested)

Date of Adoption:

The Public Defender's Office respectfully submits a Request for Legislative Action seeking authorization to extend the completion date of the New York State Office of Indigent Legal Services (NYSOILS) Second Upstate Quality Improvement and Caseload Reduction Grant (Contract No. C2ND601) from June 30, 2020 to June 30, 2021. This is a no cost extension.

2/11/2019

This is a multiyear contract for a three year term, originally from July 1, 2017 to June 30, 2020, totally State funded for \$300,000. The fully executed three-year contract was not received by Albany County until April 18, 2019, thereby justifying the requested extension.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

PHILIP F. CALDERONE, ESQ. DEPUTY COUNTY EXECUTIVE

February 15, 2019

## Hand Delivered

Honorable Paul T. Devane, Clerk Albany County Legislature 112 State Street, Room 710 Albany, New York 12207

Dear Mr. Devane:

Please be advised, that pursuant to Section 309(b)(i) of the Albany County Charter, I hereby approve Resolution No. 30 and 39 by the Albany County Legislature at its meeting held on February 11, 2019.

Sincerely,

Daniel P. McCoy Albany County Executive

DPM/kb

cc: Honorable Andrew Joyce, Chairman, Albany County Legislature

Honorable Michael F. Conners, II, Albany County Comptroller, Department of audit and Finance

Kevin Cannizzaro, Esq., Majority Counsel, Albany County Legislature Arnis Zilgme, Esq., Minority Counsel, Albany County Legislature Daniel C. Lynch, Esq., County Attorney, Albany County Department of Law

Edward L. Dott, Executive Deputy Comptroller, Albany County Department of Audit and Control

David M. Latina, Commissioner, Albany County Department of General Services

Anthony J. Fontanelli, Associate Operations Supervisor, Albany County Department of Audit and Control

Receiver Signature: Deliverer Signature:

Date: Time:

## RESOLUTION NO. 30

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE SECOND UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT

Introduced: 2/11/19

By Audit and Finance Committees:

WHEREAS, The Public Defender has been notified by the NYS Office of Indigent Legal Services that it has been awarded grant funds regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and ending on June 30, 2020, and

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the NYS Office of Indigent Legal Services regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and end on June 30, 2020, and

WHEREAS, The Public Defender has indicated that these funds will be used in part to add an additional attorney staff position which will focus on caseload reduction for the Office of the Public Defender at no cost to the County of Albany, and

WHEREAS, The Public Defender has requested authorization to amend the 2018 Public Defender Budget in order to incorporate the grant funds regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an agreement to accept funding from the NYS Office of Indigent Legal Services regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and ending on June 30, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Albany County Public Defender budget be amended as follows:

Increase Revenue Account A3025 Indigent Legal Services Fund by \$100,000

Increase Appropriation Account A1170.1 by \$65,000 by increasing Line Item A1170 1 2021T Assistant Public Defender1 Temp by \$65,000

Increase Appropriation Account A1170.8 by \$35,000 by increasing the following Line Items

A1170 8 9010 State Retirement by \$10,874 A1170 8 9030 Social Security by \$4,850 A1170 8 9060 Hospital And Medical Insurance by \$19,276

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 2/11/19

State of New York County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11<sup>th</sup> day of February, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of February, 2019.

Clerk, Albany County Legislature

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: OLS01 1350200
NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	CONTRACT NUMBER: C2ND601  CONTRACT TYPE:  Multi-Year Agreement Simplified Renewal Agreement Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE:
Albany, County of	Renewal Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
	Second Upstate Quality Improvement and Caseload Reduction
CONTRACTOR IDENTIFICATION NUMBERS:	AGENCY IDENTIFIER:
NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS:	CONTRACTOR STATUS:
County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207  CONTRACTOR PAYMENT ADDRESS:	For Profit  Municipality, Code: 010100000000  Tribal Nation Individual Not-for-Profit
Check if same as primary mailing address	Charities Registration Number:
County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207	Exemption Status/Code:  Sectarian Entity
CONTRACTOR MAILING ADDRESS:  Check if same as primary mailing address	

Contract Number: <u>C2ND601</u>

No-cost Time Extension Page 1 of 3

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CON	TRACT FUNDING AMO	OUNT		
From: July 1, 2017 To: June 30, 2020	contr	(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):			
CURRENT CONTRACT PERIOD:	CUR	RENT: \$300,000.00			
AMENDED TERM:	AME	ENDED:			
From: July 1, 2017 To: June 30, 2021	FUN	DING SOURCE(S):			
AMENDED PERIOD:		State Federal			
From: July 1, 2020 To: June 30, 2021		Other			
FOR MULTI-YEAR AGREEMENTS ONLY (Out years represent projected funding amo		T PERIOD AND FUNDI	NG AMOUNT:		
" CUDDENT DEDICD CUDDENT	AMOUNT	AMENDED PERIOD	AMENDED AMOUNT		
# CURRENT PERIOD CURRENT 1	AMOUNI	AMENDED PERIOD	AMENDED AMOUNT		
2					
3					
4					
5					
ATTA OUNTENING DADT OF THIS A ODE	E) (E) IT				
ATTACHMENTS PART OF THIS AGRE	EMENT:				
A-2 Federally F by Federal  B-1 Expenditur B-3 Capital But B-1(A) Expend	Funded Grants Laws re Based Budg dget iture Based B nance Based E Budget (Ame	B-4-Net Deficit sudget (Amendment) Budget (Amendment) endment)	e Based Budget		
Attachment C: Work Plan					
Attachment D: Payment and Reporting	g Schedule				
Other:					

Contract Number: <u>C2ND601</u>
No-cost Time Extension

IN WITNESS THEREOF, the parties hereto have dates below their signatures.	e executed or approved this Master Contract on the
CONTRACTOR:	STATE AGENCY:
	NYS Office of Indigent Legal Services
By:	By:
Printed Name	William J. Leahy Printed Name
Title:	Title: <u>Director-Office of Indigent Legal Services</u>
Date:	Date:
County of	that he/she is the , that he/she is the, the contractor strument; and that he/she signed his/her name thereto as age of this Master Contract.
ATTORNEY GENERAL'S SIGNATURE(N/A)	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

Contract Number: <u>C2ND601</u>
No-cost Time Extension



112 State Street Albany, NY 12207

# Legislation Text

File #: TMP-1723, Version: 1		
REQUEST FOR LEGISLATIVE AC	TION	
Description (e.g., Contract Authorization for Department	rization for Information Services): ent of Law	
Date:	June 26, 2020	
Submitted By:	Eugenia Condon, County Attorney	
Department:	Law	
Title:	County Attorney	
Phone:	518-447-7114	
Department Rep.		
Attending Meeting:	Eugenia Condon, County Attorney	
Purpose of Request:		
<ul> <li>□ Adopting of Local Law</li> <li>□ Amendment of Prior Legislation</li> <li>□ Approval/Adoption of Plan/Proce</li> <li>□ Bond Approval</li> <li>□ Budget Amendment</li> <li>☑ Contract Authorization</li> <li>□ Countywide Services</li> <li>□ Environmental Impact/SEQR</li> <li>□ Home Rule Request</li> <li>□ Property Conveyance</li> <li>□ Other: (state if not listed)</li> </ul>	dure  Click or tap here to enter text.	
CONCERNING BUDGET AMENDI Increase/decrease category (cho ☐ Contractual ☐ Equipment ☐ Fringe ☐ Personnel		
☐ Personnel Non-Individual		

File #: TMP-1723, Version: 1	
☐ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
CONCERNING CONTRACT AUTHORI	<u>ZATIONS</u>
Type of Contract:  ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☒ Requirements ☒ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click ☐ Settlement of a Claim ☐ Release of Liability	or tap to enter a date.
<ul><li>☐ Release of Liability</li><li>☐ Other: (state if not listed)</li></ul>	Click or tap here to enter text.
Contract Terms/Conditions:	
Party (Name/address): Arthur J. Gallagher Risk Management S 677 Broadway Albany,NY 12207	ystems
Additional Parties (Names/addresses): Click or tap here to enter text.	
Amount/Raise Schedule/Fee: Scope of Services: 08/15/2021	Please See attached Award of Liability and Casualty Insurance for period 08/15/2020-
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes □ No ⊠ Click or tap here to enter text.
Is there a Fiscal Impact:	Yes ⊠ No □

File #: TMP-1723, Version: 1

Yes ⊠ No □ Anticipated in Current Budget:

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount:

Appropriation Account and Line: Various Departmental Insurnaces Lines(44037)

Appropriation Amount: Please See Attached

Source of Funding - (Percentages)

Federal: Click or tap here to enter text. Click or tap here to enter text. State:

100% County:

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 08/15/2020-08/15/2021

Length of Contract: 12 Months

Impact on Pending Litigation Yes □ No □

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action: Resolution/Law Number: 318

Date of Adoption: August 12,2019

**Justification**: (state briefly why legislative action is requested)

Award of Liability, Property, Medical, malpractice and similar Insurances for the period August 15,2020 to August 15,2020. The County's broker of record, Arthur J. Gallagher Risk Management Services sought renewal quotes for the County's insurance Coverage. I

## RESOLUTION NO. 318

# AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY INSURANCE COVERAGE

Introduced: 8/12/19
By Law Committee:

WHEREAS, The Albany County Attorney's Office, upon the recommendation of the County's insurance consultant, has requested authorization to enter into agreements for the County's insurance coverage through Arthur J. Gallagher Risk Management Services, Inc., and

WHEREAS, It has been recommended that the County enter into agreements with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage; Allied World for Excess insurance; Travelers for Property insurance; Greenwich for Boiler and Machinery coverage; Travelers for Crime insurance; Medical Liability Mutual Insurance Company for Medical Liability coverage; ACE for Cyber Liability insurance; and Navigators for Pollution coverage in a total combined premium amount of \$1,312,951, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements through Arthur J. Gallagher Risk Management Services, Inc. with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage at an annual premium not to exceed \$422,019; Allied World for Excess insurance at an annual premium not to exceed \$97,748; Travelers for Property insurance at an annual premium not to exceed \$244,243 + \$821 Fire Fee; Greenwich for Boiler and Machinery coverage at an annual premium not to exceed \$21,713; Travelers for Crime insurance at an annual premium not to exceed \$4,508; Medical Liability Mutual Insurance Company for Medical Liability insurance at an annual premium not to exceed \$378,949; and ACE for Cyber Liability insurance at an annual premium not to exceed \$61,252 for the term commencing August 15, 2019 and ending August 15, 2020, and Navigators for Pollution coverage for a three-year term at a premium not to exceed \$81,698, in a total combined premium amount of \$1,312,951, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 8/12/19

State of New York County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12<sup>th</sup> day of August, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of August, 2019.

Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

# COUNTY OF ALBANY OFFICE OF THE COUNTY ATTORNEY COUNTY OFFICE BUILDING 112 STATE STREET, ROOM 600 ALBANY, NEW YORK 12207-2021 (518) 447-7110 - FAX (518) 447-5564 WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH
COUNTY ATTORNEY

EUGENIA KOUTELIS CONDON
DEPUTY COUNTY ATTORNEY

# MEMORANDUM

TO:

Hon. Andrew Joyce

Chairman, County Legislature

FROM:

Eugenia Koutelis Condon

County Attorney

DATE:

July 20, 2020

RE:

Request for Legislative Action

Award of Liability and Casualty Insurance

Policy Period: 8/15/20 - 8/15/21

Enclosed is a completed Request for Legislative Action relative to the award of the County's liability and related insurance coverage for the period August 15, 2020 to August 15, 2021. The County's broker of record, Arthur J. Gallagher Risk Management Services sought renewal quotes for the County's insurance coverage. The specific insurance types in question are the County's general liability, automobile, law enforcement, police professional, property, public official's and employee liability, crime, boiler and machinery, excess, umbrella and medical malpractice insurance coverage. Those policies are recommended for renewal with the current carriers. The recommended awards are as follows:

Excess Commercial/General/Automobile/Law Enforcement Package and Public Official's and Employment Practices Coverage:

Carrier: Argonaut/Trident Premium: \$395,640.00

Expiring Premium: \$422,019
Policy Limits: \$10 Million

SIR: \$1 Million

## Excess:

Carrier: Allied World

Premium: \$113,132.00 Expiring Premium: \$97,748 Policy Limits: \$10 Million

Provides coverage over Excess and Public Official's

## Property:

Carrier: Traveler's

Premium: \$282,798 + \$953 Fire Fee

Expiring Premium: \$244,243 + \$821 Fire Fee

Deductible: \$250,000

(Insured Values of \$517,886,197)

# **Boiler and Machinery:**

Carrier: Greenwich Premium: \$24,998.00

Expiring Premium: \$21,713

# Crime:

Carrier: Traveler's Premium: \$4,594

Expiring Premium: \$4,508

<sup>\*</sup>Three year policy with a \$2 Million limit for Employee Dishonesty and Forgery or Alteration. Policy Premium is \$13,782 to be paid in annual installments of \$4,594. This is the first year of the policy.

## Medical Liability:

Carrier: Medical Liability Mutual Insurance Company

Premium: \$390,461.00 Expiring Premium: \$378,949

Deductible: None - First Dollar Coverage

Type: Claims Made Retro to 4/1/86

The carrier will continue to provide first dollar coverage on a claims made basis retroactive to April 1, 1986.

## Cyber Liability:

Carrier: ACE (Chubb)
Premium: \$65,585.00

Expiring Premium: \$61,252

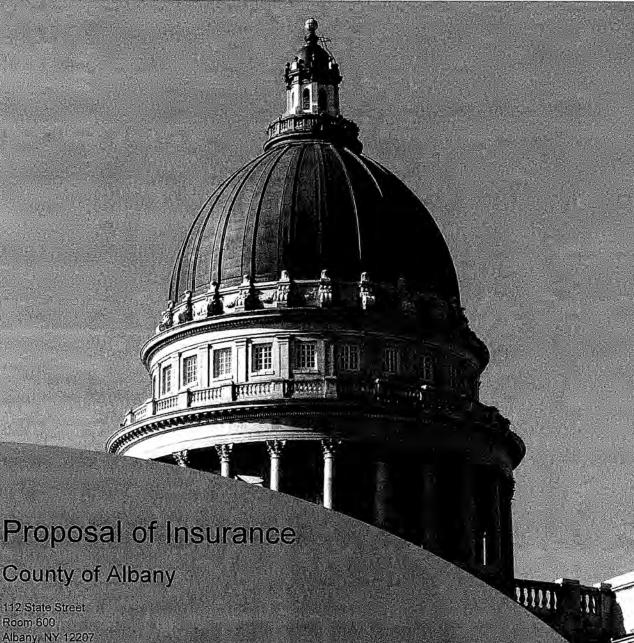
The broker approached several carriers for alternate quotes where appropriate. This year the package policy (liability, police professional, auto, and public official's) was aggressively marketed. We received two significant quotes, one from the incumbent Argonaut and from Safety National. While Safety National's quote was less, Argonaut offered an additional \$4 million in coverage which resulted in it being the better price quote. For this year, we are recommending that we renew with Argonaut and market again to Safety National next year to see what price can be offered. Overall, this premium is reduced by \$26,379. Our property premium increased as a result of an across the board increase by Travelers due to a hardening market as well as due to the increase in our inflationary values and as we continue to replace our fleet with new vehicles. The umbrella/excess was also increased as a result of a hardening market driven solely by reinsurers, although there are no claims. Both the property and Excess/umbrella will be marketed and replaced next year. The Medical Malpractice increase is based upon the Nursing Home's RUGS report which measures the level and frequency of care resulting in a determination as to risk being made. The increase in premium is attributed to Shaker Place.

The proposed awards result in combined premiums of \$1,278,161.00 which represents a \$46,908 or 4.5% increase from last year. The national average for municipal large packages is running around 9.2%. All premiums include Terrorism Coverage at the rate of 1% of premium. All coverages were significantly enhanced in 2013, and remain the same on renewal, including all enhancements, self-insured retentions and policy limits.

If you have any questions, please advise me. Thank you for your attention to this matter.

EKC:e Enclosures

Cc: Rebekah N. Kennedy, Majority Counsel Arnis Zilgme, Minority Counsel



112 State Street Room 600 Albany, NY 12207

Presented: July 17, 2020 Effective: August 15, 2020

Greg Vandenburgh Sales Executive

Jacqueline Patrick, CPCU. Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham, NY 12110

(518) 869-3635 Greg\_Vandenburgh@ajg.com



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Insurance | Risk Management | Consulting



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# Service Team

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

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Greg Vandenburgh Sales Executive	(518) 533-6813	Greg_Vandenburgh@ajg.com	Producer
Jacqueline Patrick Client Service Manager, Senior	(518) 391-2230	Jacqueline_Patrick@ajg.com	Client Service Manager
Tom Lynch, AIM Area Vice President, Claims Advocate Senior	(315) 928-4980	Tom_Lynch@ajg.com	Claims Advocate (P&C)
Alison Wood Account Manager	(518) 533-6840	Alison_Wood@ajg.com	Client Service Associate

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (518) 869-3535



Program Structure





# Named Insured

#### Named Insured Schedule:

Add / Change / Delete	Named Insured	Property	Equipment Breakdown	Crime	Package	General Liability Including Professional Liability	Cyber Liabilify	Excess Liability
	County Of Albany	X	X	X	X	X	X	Х

OMNIBUS WORDING - Package - Automobile (Safety National)

**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
Travelers Indemnity Company	Property	Recommended Quote	\$282,798.00
Greenwich Insurance Company	Equipment Breakdown	Recommended Quote	\$24,998.00
Travelers Casualty and Surety Co of America	Crime	Recommended Quote	\$13,782.00
Argonaut Insurance Company	Package	Recommended Quote	\$393,450.00
Safety National Casualty Corporation Safety Specialty Insurance Company	Package	Quoted	\$367,576.00
McKee Risk Management, Inc.	Package	Declined to Quote - Does Not Fit Underwriting Requirement	
The Travelers Companies, Inc.	Package	Declined to Quote - Does Not Fit Underwriting Requirement	
Medical Liability Mutual Insurance Co	General Liability Including Professional Liability	Recommended Quote	\$390,461.00
ACE American Insurance Company	Cyber Liability	Recommended Quote	\$65,585.00
Allied World Assurance Co (U.S.) Inc.	Excess Liability	Recommended Quote	\$106,632.00



# Location Schedule

LINE OF COVERAGE	LOC#/BLDG#	LOCATION ADDRESS	BUILDING DESCRIPTION
All Lines of Coverage included in this proposal	1/1	112 State Street Albany NY	Main Offices



# Program Details

Coverage:

Property

Carrier:

Travelers Indemnity Company

Policy Period: 8/15/2020 to 8/15/2021

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	Yes	N/A

## Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Policy Limit	Limit	\$541,303,146	One Occurrence
Buildings, In any One Occurrence		Included in the Policy Limit	
Business Personal Property Excluding Personal Property of Others, In any One Occurrence		Included in the Policy Limit	
Personal Property of Others, In any One Occurrence	Limit	\$100,000	
"Electronic Data Processing Data and Media", In any One Occurrence	Limit	\$7,000,000	
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - Aggregate in any One Policy Year, For all Losses Covered Under This Policy, Commencing with the Inception Date of This Policy:		-	
- Occurring anywhere else in the Policy Territory	Limit	\$5,000,000	
Flood - Aggregate in any One Policy Year, For all Losses Covered Under This Policy, Commencing with the Inception Date of This Policy:		-	
<ul> <li>Occurring in the Policy Territory Resulting from Flood to Buildings, Structures or Property in the Open Within Flood Zone A or Zones Prefixed a as Classified Under the National Flood Insurance Program or to Property in or on Buildings or Structures Located Within Such Flood Zones</li> </ul>	Limit	\$500,000	d and a second s
<ul> <li>Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones</li> </ul>	Limit	\$5,000,000	
- Occurring Anywhere Else in the Policy Territory	Limit	\$5,000,000	

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	\$250,000





# **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence: As respects Business Income	Included in the occurrence deductible.
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence: As respects Extra Expense,	Included in the occurrence deductible.
Deductible	By Flood: Occurring within Flood Zone A or Zones prefixed A, in any one occurrence	\$250,000
Deductible	By Flood: Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence:	\$250,000
Deductible	- As respects Business Income, the deductible	Included in the occurrence deductible.
Deductible	- As respects Extra Expense, the deductible	Included in the occurrence deductible
Deductible	To any other covered loss, in any one occurrence:	\$250,000

## Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Accounts Receivable, In any One Occurrence	Limit	\$1,000,000
Valuable Papers and Records, In any One Occurrence	Limit	\$1,250,000
"Fine Arts", In any One Occurrence	Limit	\$100,000
Newly Constructed or Acquired Property, At any One Building, In any One Occurrence	Limit	\$2,000,000
- Number of Days		180 Days
'Outdoor Property" Including Debris Removal, In any One Occurrence	Limit	\$100,000
- Trees, Shrubs and Plants are Subject to a Maximum Per Item of	Limit	\$5,000
Personal Effects and "Fine Arts" of Officers and Employees of the Insured:		
- Per Employee	Limit	\$5,000
- in any One Occurrence	Limit	\$100,000
Covered Property at Undescribed Premises, In any One Occurrence	Limit	\$500,000
Covered Property in Transit, In any One Occurrence	Limit	\$500,000
Debris Removal, In any One Occurrence		25% of the Sum of the Amount Paid for Covered Property Loss and the Applicable Deductible
Additional Debris Removal Expense	Limit	\$500,000
"Pollutant" Cleanup and Removal - Direct Damage, Aggregate in any One Policy Year	Limit	\$100,000
Claim Data Expense - Direct Damage, In any One Occurrence	Limit	\$25,000
Ordinance or Law:		





## Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
- Loss to the Undamaged Portion of Buildings, In any One Occurrence	Limit	\$2,000,000
- Demolition Cost, In any One Occurrence		Included in the Limit Shown for Loss to the Undamaged Portion of Buildings
- Increased Cost of Construction, In any One Occurrence		Included in the Limit Shown for Loss to the Undamaged Portion of Buildings
Limited "Fungus", Wet Rot and Dry Rot Coverage - Direct Damage:		
- in any One Occurrence	Limit	\$15,000
- Aggregate in any One Policy Year	Limit	\$100,000
Business Income Ordinary Payroll: Excluded, In any One Occurrence	Limit	\$1,500,000
- Extra Expense, In any One Occurrence		Included in the Limit Shown for Business Income
- Extended Business Income		60 Days
- Civil Authority	-	60 Days
Ingress or Egress, In any One Occurrence:	Limit	\$25,000
- Number of Miles		1 Miles
- Number of Days		30 Days
Claim Data Expense - Time Element, In any One Occurrence	Limit	\$25,000
"Pollutant" Clean up and Removal – Time Element, Aggregate in any One Policy Year:	Limit	\$25,000
Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element	-1	30 Days
Limited Electronic Vandalism Cause of Loss Coverage, Aggregate in any One Policy Year	Limit	\$100,000
Contractors Equipment, In any One Occurrence	Limit	\$3,500,000
- Newly Acquired Contractors Equipment, In any One Occurrence	Limit	\$100,000
- Equipment Rental Expense, In any One Occurrence	Limit	\$100,000
Errors and Omissions, In any One Occurrence	Limit	\$1,000,000
Utility Services - in any One Occurrence - Utility Services, Combined Direct Damage and Time Element	Limit	\$1,000,000
Unreported Premises - Direct Damage:		
- Per Location, In any One Occurrence:	Limit	\$500,000
- Maximum at all Unreported Premises, In any One Occurrence:	Limit	\$1,000,000
Underground Pipes - Direct Damage at Water and Sewer Treatment Plants, As Per Endorsement 1, In any One Occurrence:	Limit	\$1,000,000



## Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.

## **Perils Covered:**

TYPE	DESCRIPTION
Special Form Perils	Applies

## Endorsements include, but are not limited to:

DESCRIPTION	
Index of Forms - MS C0 02 07 99	
Supplemental Coverage Declarations - MS C0 03 10 18	
Property Coverage Form - MS C1 00 10 18	
Business Income and/or Rental Value Coverage Form Including Extra Expense - MS C1 01 10 18	
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - MS C2 04 10 18	
Flood - MS C2 06 10 18	
Electronic Vandalism - MS C2 19 10 18	
Renovation Projects - MS C3 03 10 18	
Contractors Equipment - MS C3 09 10 18	
Utility Services - Direct Damage - MS C3 27 10 18	
Unreported Premises - Direct Damage - MS C3 28 10 18	-
Utility Services - Time Element - MS C4 09 10 18	
Policy Conditions, Additional Provisions and Definitions Form - MS C5 01 10 18	
Replacement Cost - MS C5 05 10 18	
Joint or Disputed Loss Agreement - MS C5 22 07 99	
Errors and Omissions - MS C5 26 10 18	
Extra Expense Deductible - MS C5 27 10 18	
HH/Mod Hazard EQ, Volcanic Eruption, Landslide & Mine Subsidence Areas - U.S.A MS C6 09 10 15	
New York Changes - Cancellation and Nonrenewal - MS C9 27 10 18	
New York Changes - MS C9 28 11 18	
Important Notice Regarding Independent Agent And Broker Compensation - PN T4 54 01 08	1
Notice NY Hazardous Materials Report - PN T5 74 10 19	
NY Changes-References To Ins Department, Law, Reg - PN T9 91 10 19	
Terrorism Disclosure - TR IA 01 01 15	
Cap on Certified Terrorism - TR IA 04 01 15	
Builders Risk Form - MS C3 01	
Property Coverage Form Changes - Endorsement 1	





#### Exclusions include, but are not limited to:

# DESCRIPTION

Earth Movement Exclusion

Flood Exclusion

Government Action Exclusion

War Exclusion

Nuclear Hazard, Power Failure

Exclusion Nuclear Hazard War Military Action & Pathogenic - MS C2 37 09 02

Exclusion of Frame Buildings in the Course of Construction - MS C5 36 10 18

#### **Binding Requirements:**

## DESCRIPTION

Subject to compliance with our reasonable engineering recommendations.

#### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

Total Insured Values: \$559,599,203

Please accept this proposal as the Broker for the captioned account

The policy will be subject to all state-mandated endorsements.

Consult Policy for Actual Terms and Conditions.

Total Premium Includes TRIA Premium Of \$8,483

Policy Territory: The United States of America and Canada

Rate: 0.0505

Sole Agent Provision: For any Insurance Afforded by This Policy, County of Albany Shall Act on Behalf of all Insureds with Respect to the Giving and Receiving of Notice of Cancellation or Nonrenewal, The Payment of Premiums, The Receiving of Return Premiums, And the Acceptance of any Endorsement Issued to Form a Part of This Policy.

Cancellation Provision: All References to 60 Days or Greater Notice of Cancellation in the General Conditions or in any State Changes - Cancellation and Nonrenewal Endorsement, Other than for Nonpayment of Premium, Is Amended to Read 90 Days.

Premium	\$282,798.00
Fees	
New York Fire Insurance Fee	\$953.00
Total Fees	\$953.00
ESTIMATED PROGRAM COST	\$283,751.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED





Coverage:

Equipment Breakdown

Carrier:

Greenwich Insurance Company

**Policy Period:** 

8/15/2020 to 8/15/2021

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 Does not Apply	Yes	N/A

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Policy Limit	Limit	\$150,000,000

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	Property Damage	. \$10,000
Deductible	Business Income and Extra Expense	Included Within Property Damage Deductible
Deductible	Contingent Business Income and Extra Expense	Included Within Property Damage Deductible
Deductible Deductible	Ammonia Contamination Spoilage Damage	Included Within Property Damage Deductible Included Within Property Damage Deductible

#### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Property Damage		Included
Off Premises Equipment		Included
Business Income and Extra Expense		Included
Contingent Business Income and Extra Expense	Limit	\$500,000
Utility Interruption		Included
Expediting Expenses		Included
Ammonia Contamination		Included
Spoilage Damage		Included
Newly Acquired Premises		365 days
Ordinance or Law Coverage	Limit	\$2,500,000
Errors and Omissions		Included
Brands and Labels		Included
Data and Media	Limit	\$500,000
Consequential Loss		Included





## Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Hazardous Substance	Limit	\$2,500,000
Water Damage		Included
Fungus and Related Perils - Covered Property	Limit	\$15,000
Fungus and Related Perils - BI days		30 days
Green Upgrades - Covered Equipment	Limit	\$100,000
Green Upgrades – BI Days		30 days
Extended Period of Restoration		30 days
Diagnostic Equipment		Included
Claims Preparation Costs	Limit	\$50,000
System Installation Coverage (PD)	Limit	\$100,000
System Installation Coverage (BI)	Limit	\$100,000

#### Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	

#### Endorsements include, but are not limited to:

#### DESCRIPTION

Coverage Form is ISO EB 00 20 01 13

General Change Endorsement (IXI 403 0110) - 90 day notice of cancellation; except 10 days for non-payment of premium

Period of Restoration Modification (IXI 403 01 10)

Claims Preparation Costs (IXI 403 01 10)

Valuation Mod 50% (IXI 403 01 10)

Underground Equipment Modification (IXI 403 01 10)

## Exclusions include, but are not limited to:

#### DESCRIPTION

Testing Exclusion Modification (IXI 403 01 10)

#### Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Building + Contents Value: \$518,672,451

Business Income Value: \$1

Total Insured Values: \$518,672,452

Business Income Report Date: August 15, 2020

Business Income Annual Value: On file with Company

Contingent Business Income: Covered premises includes all suppliers and receivers resulting in an interruption in the delivery of services

Territory





Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

This policy(ies) will not apply to any risk which would be in violation of economic or trade sanctions administered by the United States Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control – OFAC). Refer to Territory Section of Policy for coverage details. Countries or organizations with OFAC restrictions include but are not limited to the following: Balkans, Burma, Cuba, Iran, Iraq, Libya, Liberia, North Korea, Sierra Leone, Sudan, and Taliban. Please note that this list is subject to change. Up to date information is available on U.S. OFAC home page (http://www.treas.gov/ofac).

Premium

\$24,998.00

**ESTIMATED PROGRAM COST** 

\$24,998.00

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

Included



Coverage:

Crime

Carrier:

Travelers Casualty and Surety Co of America

Policy Period:

8/15/2020 to 8/15/2023

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Loss Sustained	Not Applicable	Not Applicable

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employee Theft		See Endorsement	Single Loss Limit of Insurance
Forgery or Alteration	Limit	\$250,000	Single Loss Limit of Insurance
On Premises	Limit	\$250,000	Single Loss Limit of Insurance
In Transit	Limit	\$250,000	Single Loss Limit of Insurance
Computer Fraud	Limit	\$2,000,000	Single Loss Limit of Insurance
Funds Transfer Fraud	Limit	\$2,000,000	Single Loss Limit of Insurance
Identity Fraud Expense Reimbursement	Limit	\$25,000	Single Loss Limit of Insurance
Claim Expense	Limit	\$5,000	Single Loss Limit of Insurance

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Forgery or Alteration - Single Loss Retention	\$2,500
Retention	On Premises - Single Loss Retention	\$2,500
Retention	In Transit - Single Loss Retention	\$2,500
Retention	Computer Fraud - Single Loss Retention	\$20,000
Retention	Funds Transfer Fraud - Single Loss Retention	\$20,000

## Endorsements include, but are not limited to:

DESCRIPTION
Crime Declarations Page - CRI-2001-0109
Crime Policy Form - CRI-3001-0109
Removal of Short-Rate Cancellation Endorsement - ACF-7006-0511
New York Insurance Regulation 209 Endorsement - CRI-17001-0317
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Ferritory Condition - CRI-19072-0315
Social Engineering Fraud Insuring Agreement Endorsement - CRI-19085-0919
Amendatory Endorsement for Certain ERISA Considerations - CRI-19101-1117
Felecommunication Fraud Insuring Agreement Endorsement - CRI-19115-0519





## Endorsements include, but are not limited to:

### DESCRIPTION

New York Cancellation or Termination Endorsement - CRI-5033-0613

Amend Cancellation As To Any Employee Endorsement - CRI-7026-0713

Government Entity Crime Endorsement - Faithful Performance of Duty - CRI-7126-0109

Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors - CRI-7129-0109

### 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)

Replace Exclusion BB. Endorsement - CRI-19097-0517

### Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

Insured's Premises Covered: Worldwide, except

Total Annual Premium - \$4,594.00

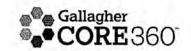
## Premium (Three-year)

\$13,782.00

**ESTIMATED PROGRAM COST** 

\$13,782.00





Coverage:

Package - General Liability

Carrier:

Argonaut Insurance Company

**Policy Period:** 

8/15/2020 to 8/15/2021

## Form Type:

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

## **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		,

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Specific Limit	Limit	\$10,000,000	
Aggregate Limit	Limit	\$15,000,000	
Personal and Advertising Injury - Subject to GL Aggregate Limit	Limit	\$10,000,000	Occurrence
Products/Completed Operations	Limit	\$10,000,000	Occurrence
Products/Completed Operations	Limit	\$15,000,000	Aggregate
Employee Benefits Liability		Included	
Sexual Abuse	Limit	\$10,000,000	Occurrence
Sexual Abuse	Limit	\$10,000,000	Aggregate
Damage to Premises Rented to You	Limit	\$1,000,000	

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	General Liability - Underlying Retention	\$1,000,000

## **Additional Coverage:**

DESCRIPTION	AMOUNT
Watercraft	Less than 51 Feet in Length and 100 Horsepower or Less

## Endorsements include, but are not limited to:

## DESCRIPTION

Sexual Abuse - GLRLE010 0713

Damage to Premises Rented to You - RLE142 0416





## 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
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability, EBL	Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
General Liability	Exclusions as stated on the GL coverage form and endorsements, including but not limited to: Aircraft, Electronic Data and Vandalism, Eminent Domain / Inverse Condemnation, Underground Storage Tanks, Employers Liability,
General Liability	Albany County Nursing Home Excluded - AGGLRLE031 0610)
General Liability	Land Subsidence Exclusion - GLSUB 0517
General Liability	Unmanned Aircraft Exclusion - CG2109CW 0417
General Liability	Cyber Exclusion - RLE146 1018

## **Binding Requirements:**

## DESCRIPTION

Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form





## Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit; Outside	
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law	
Coverage Trigger: Per Occurrence	

Premium	\$393,450.00
Fees	
NY Auto Fee (Applicable for Automobile)	\$2,190.00
Total Fees	\$2,190.00
ESTIMATED PROGRAM COST	\$395,640.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$4,189.00 Included



Coverage:

Package - Automobile

Carrier:

Argonaut Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS
Automobile Liability (Specific Limit)	Limit	\$10,000,000	1

## Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Automobile Liability - Underlying Retention	\$1,000,000

#### **Covered Autos:**

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

Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability

Exclusions as stated on the Auto coverage form including racing, Uninsured Motorist, Underinsured Motorist

### **Binding Requirements:**

#### DESCRIPTION

Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

## Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

Treatment of ALAE:

Underlying Retention: Inside Insurer's Specific Limit: Outside

Coverage Trigger - Per Accident

Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

Pollution Clean Up and Removal as provided on the Coverage Form

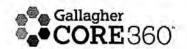
Waiver of Subrogation as provided under the Coverage Form

Covered Autos Includes Owned, Leased, Rented, Non-Owned and Borrowed Autos and Autos Commandeered in Emergency Situations

#### 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.





Premium	INCLUDED
Fees	INCLUDED
ESTIMATED PROGRAM COST	INCLUDED
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED



Coverage:

Package - Public Officials Liability

Carrier:

Argonaut Insurance Company

Policy Period:

8/15/2020 to 8/15/2021

Form Number:

#### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials Liability	Claims Made	Not Applicable	

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Public Officials Liability	Does Not Apply		

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

#### Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Public Officials Liability - Underlying Retention	\$500,000

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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Public Officials Liability	_		

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

#### **Definition of Claim:**

## DESCRIPTION

Refer to attached policy form

### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form





#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-1	3		-

#### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	
Coverage Extensions (not subject to Retained Limit): Identity Theft Expense	Limit	\$5,000	
Key Individual Replacement	Limit	\$25,000	
Emergency Travel Reimbursement	Limit	\$5,000	

## Exclusions include, but are not limited to:

## DESCRIPTION

Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability

Exclusions as stated on the Public Officials Liability coverage form and endorsements including but not limited to: Eminent Domain / Inverse Condemnation, Employment Practices, Insurance Practices, Fraudulent Acts, Labor Disputes, Law Enforcement, Non-Monetary Relief, Debt Financing, Derivative Investment, Financial Loss, Securities, Bonds, and Debentures.

#### **Binding Requirements:**

## DESCRIPTION

Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

#### Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	· · · · · · · · · · · · · · · · · · ·
Treatment of AL	AE:
Underlying Rete	ntion: Inside

Insurer's Specific Limit: Outside Retroactive date - Full Prior Acts

Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

Premium	INCLUDED
Fees	INCLUDED
ESTIMATED PROGRAM COST	INCLUDED
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED





Coverage:

Package - Employment Practices Liability

Carrier:

Argonaut Insurance Company

**Policy Period:** 

8/15/2020 to 8/15/2021

#### Form Number:

#### Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Employment Practices Liability	Claims Made	Not Applicable	

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Employment Practices Liability	Does Not Apply		

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Employment Practices Liability - Underlying Retention	\$500,000

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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employment Practices Liability	<u></u>		

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

#### **Definition of Claim:**

#### DESCRIPTION

Refer to attached policy form





### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION	
	Refer to attached policy form	

#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-	-		-

## Exclusions include, but are not limited to:

#### DESCRIPTION

Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability

Exclusions as stated on the Employment Practices Liability coverage form and endorsements including but not limited to: Failure to Maintain Insurance, Violation of Laws, Non-Monetary Relief (exception for defense)

#### **Binding Requirements:**

#### DESCRIPTION

Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

#### Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside

Retroactive date - Full Prior Acts

Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

Premium	INCLUDED
Fees	INCLUDED
ESTIMATED PROGRAM COST	INCLUDED
TRIA/TRIPRA PREMIUM  (+ Additional Surcharges Taxes and Fees as applicable)	INCLUDED





Coverage:

Package - Law Enforcement Liability

Carrier:

Argonaut Insurance Company

Policy Period:

8/15/2020 to 8/15/2021

#### Form Number:

#### Form Type:

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

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Law Enforcement Liability	Does Not Apply		

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

### **Deductibles / Self-Insured Retention**

TYPE	COVERAGE.	AMOUNT
Self-Insured Retention	Law Enforcement Liability - Underlying Retention	\$1,000,000

#### Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Animal Mortality	Limit	Up to \$10,000	Per Occurrence Annually

## Exclusions include, but are not limited to:

### DESCRIPTION

Unmanned Aircraft Exclusion per expiring - CG2109CWLEL 0417

Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability

Exclusions as stated on the Law Enforcement Liability coverage form including Care, Custody and Control (not applicable to property on persons at time of arrest), Injury to Auxiliary or Volunteer Officers, Prior or Pending Legal Action or Litigation, Unmanned Aircraft

### **Binding Requirements:**

### DESCRIPTION

Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form





## Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside

Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

Coverage Trigger: Per Occurrence

Premium	INCLUDED
Fees	INCLUDED
ESTIMATED PROGRAM COST	 INCLUDED
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED



Coverage:

Package - General Liability

Carrier:

Safety National Casualty Corporation Safety Specialty Insurance Company

Culcity opecially

**Policy Period:** 

8/15/2020 to 8/15/2021

## Form Type:

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

## **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		

## **Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
General Aggregate Limit	Limit	\$4,000,000	Other than Product/Completed Operations
Products/Completed Operations Aggregate Limit	Limit	\$4,000,000	
Each Occurrence Limit	Limit	\$2,000,000	Combined BI & PD
Personal and Advertising Injury Limit	Limit	\$2,000,000	Any One Person or Org
Damages to Premises Rented to You Limit	Limit	\$500,000	including Fire Damage Legal
Employee Benefits Liability Coverage			
Aggregate Limit	Limit	\$4,000,000	
Each Employee Limit	Limit	\$2,000,000	

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	General Liability - Each Occurrence	\$1,000,000
Retention	Personal and Advertising Injury	\$1,000,000
Retention	Damages to Premises Rented to You	\$1,000,000
Retention	Employee Benefits Liability	\$1,000,000



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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employee Benefits Liability	-		

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

#### **Definition of Claim:**

#### DESCRIPTION

Refer to attached policy form

## Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-	-		-

#### Endorsements include, but are not limited to:

DESCRIPTION	
Amended Definition of Bodily Injury - SNGL 004	
Unintentional Failure to Disclose Hazards or Occurrences - SNGL 021	
Deletion of Premium Audit Condition - SNGL 053	
Designated Additional Insured (Broad Form) - SNGL 022	
Governmental Subdivisions Endorsement - CG 24 09	
Employee Benefits Liability Coverage with Self-Insured Retention - SNGL 054	
Self-Insured Retention Endorsement - SNGL 024	
Sexual Abuse or Molestation Coverage - Manuscript	
Mandatory State Endorsements - As required by covered states	
Co-Employee Exclusion Deleted - SNGL 012	
CGL Coverage Form - (CG 00 01)	

## Exclusions include, but are not limited to:

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





# Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
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
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability	Total Pollution Exclusion W/ Hostile Fire Exception - CG 21 55
General Liability	Nuclear Energy Liability Exclusion - IL 00 21
General Liability	Fungi or Bacteria Exclusion - CG 21 67
General Liability	Silica Exclusion - CG 21 96
General Liability	Asbestos Exclusion - SNGL 044
General Liability	Lead Exclusion - SNGL 043
General Liability	Employment Related Practices Exclusion - CG 21 47
General Liability	Law Enforcement Exclusion - CG 22 51
General Liability	ERISA Exclusion - SNGL 002
General Liability	Failure to Supply Exclusion - CG 22 50
General Liability	Injury to Volunteer Firefighters Exclusion - CG 22 56
General Liability	Access or Disclosure of Confidential or Personal Information And Data-Related Liability Exclusion - CG 21 07
General Liability	Coverage C- Medical Payments Exclusion - CG 21 35



## **Binding Requirements:**

## DESCRIPTION

Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability

## Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Carrier: Safety National Casualty Corporation

Employee Benefits Liability - Retroactive Date: Full Prior Acts

Premium \$74,461.00

ESTIMATED PROGRAM COST \$74,461.00

TRIA/TRIPRA PREMIUM

(+ Additional Surcharges, Taxes and Fees as applicable) \$1,266.00



Coverage:

Package - Automobile

Carrier:

Safety National Casualty Corporation Safety Specialty Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

## Participation Schedule:

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Auto Liability - Combined Single Limit - Bodily Injury & Property Damage	Limit	\$2,000,000	1	Any One Accident

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Auto Liability - Any One Accident	\$1,000,000

## **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	Non-Owned 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.

## Endorsements include, but are not limited to:

DESCRIPTION
Self-Insured Retention Endorsement - SNCA 022
Public Entity Endorsement - SNCA 029
Broad Form Named Insured - SNCA 038
Inintentional Failure to Disclose Material Facts - SNCA 028
Inintentional Failure to Provide Notice of Accident or Loss - SNCA 030
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police, & Emergency Vehicles - CA 20 02
Amphibious Vehicles - CA 23 97
Public Transportation Autos - CA 24 02
Hired Autos Specified as Covered Autos you Own - CA 99 16
Vaiver of Premium Audit Condition - Manuscript
CA Coverage Form - (CA 00 01)
Mandatory State Endorsements - As required by covered states

## Exclusions include, but are not limited to:

DESCRIPTION	
Excluded Drivers	
Expected or Intended Injury	
Contractual	
Workers' Compensation	
Employers' Liability	
Property Damage to Property Owned of	r Transported by you
Pollution	
Other standard policy exclusions apply	
Terrorism	
Exclusion of Federal Employees Using	Autos in Government Business - CA 04 42





### Exclusions include, but are not limited to:

#### DESCRIPTION

Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded - CA 20 30

Silica Exclusion - CA 23 94

Nuclear Energy Liability Exclusion - IL 00 21

## Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

UM/UIM, PIP, and/or Med Pay coverage - If the insured's intent is to reject UM/UIM, PIP, and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.

Carrier: Safety National Casualty Corporation

#### **Auto Disclaimer:**

Premium

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.

\$57,648.00

**ESTIMATED PROGRAM COST** 

\$57,648.00





Coverage:

Package - Excess Liability

Carrier:

Safety National Casualty Corporation Safety Specialty Insurance Company

Policy Period:

8/15/2020 to 8/15/2021

## Form Type:

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

## **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Does Not Apply		

## Participation Schedule:

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	
General Aggregate	Limit	\$8,000,000	
Each Occurrence	Limit	\$8,000,000	

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Excess Liability	None	Underlying Policies

## **Underlying Policies:**

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Combined Single Limit	\$2,000,000/\$4,000,000	Safety National Casualty Corporation	8/15/2020	8/15/2021
Automobile Liability	Limit	\$2,000,000	Safety National Casualty Corporation	8/15/2020	8/15/2021
Public Officials Liability	Limit	\$2,000,000/\$2,000,000	Safety Specialty Insurance Company	8/15/2020	8/15/2021
Law Enforcement Liability	Limit	\$2,000,000/\$2,000,000	Safety Specialty Insurance Company	8/15/2020	8/15/2021
Employers Liability	Limit	\$2M/\$2M/\$2M	MWECC	1/1/2020	1/1/2021





## Endorsements include, but are not limited to:

## DESCRIPTION

Commercial Excess Coverage Form - (CX 00 01)

## 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

Retained Limit

Terrorism - CX 21 33

Failure to Supply - Manuscript

## **Binding Requirements:**

## DESCRIPTION

Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

#### Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Carrier: Safety National Casualty Corporation

All underlying coverages must be bound through Safety National Casualty Corporation or Safety Specialty Insurance Company.

Premium \$111,948.00

ESTIMATED PROGRAM COST \$111,948.00

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

\$4,273.00





Coverage:

Package - Public Officials Liability & Employment Practices Liability

Carrier:

Safety National Casualty Corporation Safety Specialty Insurance Company

Policy Period:

8/15/2020 to 8/15/2021

Form Number:

POEPCM 0416

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials Liability & Employment Practices Liability	Claims Made	Not Applicable	

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Public Officials Liability	Does Not Apply		

#### Participation Schedule:

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Wrongful Act	Limit	\$2,000,000

#### Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Each Wrongful Act (including LAE)	\$500,000

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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS	
Public Officials Liability	<del>-</del>			

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.





#### **Definition of Claim:**

#### DESCRIPTION

Refer to attached policy form

## Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form		-		-

## Endorsements include, but are not limited to:

## DESCRIPTION

Mandatory State Forms

Non-Stacking of Limits Endorsement - Form ILNONSTACK 0416

POL/EPL Coverage Form - (POEPCM 0416)

Coverage Retention Form - (ILSIR 0716)

## Exclusions include, but are not limited to:

## DESCRIPTION

Asbestos

## Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

Carrier: Safety Specialty Insurance Company

Retroactive Date: Full Prior Acts

Premium \$53,039.00

ESTIMATED PROGRAM COST \$53,039.00





Coverage:

Package - Law Enforcement Liability

Carrier:

Safety National Casualty Corporation Safety Specialty Insurance Company

**Policy Period:** 

8/15/2020 to 8/15/2021

Form Number:

LELPOF 0416

## Form Type:

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

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Law Enforcement Liability	Does Not Apply		

#### Participation Schedule:

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Occurrence Limit	Limit	\$2,000,000

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Each Occurrence (including LAE)	\$1,000,000

# Endorsements include, but are not limited to:

DESCRIPTION	
Mandatory State Forms	:
Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416	
LEL Coverage Form - (LELPOF 0416)	
Coverage Retention Form - (ILSIR 0716)	

## Exclusions include, but are not limited to:

D	ES	CR	PI	ION
				A possible

Asbestos





## Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
Carrier: Safety Specialty Insurance Company	
Premium	\$70,480.00
ESTIMATED PROGRAM COST	\$70,480.00



Coverage:

General Liability Including Professional Liability

Carrier:

Medical Liability Mutual Insurance Co

**Policy Period:** 

8/15/2020 to 8/15/2021

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Professional Liability	Claims Made	4/4/1986	

#### **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		
Professional Liability Insurance	Does Not Apply		

#### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence	Limit	\$1,000,000
Personal and Advertising Injury	Limit	\$1,000,000
Damage to Premises Rented to you	Limit	\$100,000
Medical Payments	Limit	\$10,000
General Aggregate	Limit	\$3,000,000
Products – Completed Operations Aggregate Professional Liability Insurance:	Limit	\$3,000,000
- Each Medical Incident	Limit	\$1,000,000
- Aggregate	Limit	\$3,000,000

### **Deductibles / Self-Insured Retention**

TYPE	COVERAGE		
Deductible	General Liability	None	
Deductible	Professional Liability	None	

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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Professional Liability	-		

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual





premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

#### Definition of Claim:

#### DESCRIPTION

Refer to attached policy form

## Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	3.	( <del></del>		-

#### Endorsements include, but are not limited to:

#### DESCRIPTION

Policy Form: Occurrence

#### 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

## Other Significant Terms and Conditions/Restrictions:

#### DESCRIPTION

Only the following locations are covered (same as expiring); 100 Heritage Lane, Albany, 175 Green Street, Albany, 260 So. Pearl Street, Albany, 840 Albany Shaker Road, Albany, 75 New Scotland Avenue, Albany and 112 State Street, Albany.

MLMIC is only covering the mental health unit located at the Albany County Correctional/Jail Facility, which services are provided by County employees.





## Other Significant Terms and Conditions/Restrictions:

## DESCRIPTION

The policy will remain auditable

Only the following nurse practitioners is covered under this quotation: Patricia Gaynor, NP and Carla Suna, NP.

The total visits used for this year's renewal are 55,823

Premium	\$390,461.00	
ESTIMATED PROGRAM COST	\$390,461.00	
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED	



Coverage:

Cyber Liability

Carrier:

ACE American Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

Form Number:

PF-48169 (02/19)

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Third Party Liability Insuring Agreements : Payment Card Loss, Regulatory Proceedings	Claims Made	8/15/2007	8/15/2013
Cyber, Privacy And Network Security Liability	Claims Made	8/15/2007	8/15/2013
Electronic, Social And Printed Media Liability	Claims Made	8/15/2013	8/15/2013

## **Defense Limitations:**

COVERAGE	DEFENSE COST	DEFENSE	DEFENSE COST TYPE / COMMENTS
TYPE	DOLLAR LIMIT	LIMIT	
Cyber Liability	Applies		Other / Claims Expenses Under This Policy Shall Reduce and May Exhaust the Applicable Limit of Insurance

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Maximum Single Limit of Insurance	Limit	\$5,000,000	
Maximum Policy Aggregate Limit of Insurance	Limit	\$5,000,000	
First Party Insuring Agreements			
Cyber Incident Response Fund		-	
Cyber Incident Response Team	Limit	\$5,000,000	Each Cyber Incident
Cyber Incident Response Team	Limit	\$5,000,000.00	Aggregate
Non-Panel Response Provider	Limit	\$1,000,000.00	Each Cyber Incident
Non-Panel Response Provider	Limit	\$1,000,000.00	Aggregate
Digital Data Recovery	Limit	\$5,000,000	Each Cyber Incident
Digital Data Recovery	Limit	\$5,000,000	Aggregate
Network Extortion	Limit	\$5,000,000.00	Each Cyber Incident
Network Extortion	Limit	\$5,000,000	Aggregate
Third Party Liability Insuring Agreements		-	
Cyber, Privacy And Network Security Liability	Limit	\$5,000,000	Each Claim
Cyber, Privacy And Network Security Liability	Limit	\$5,000,000	Aggregate
Regulatory Proceedings	Limit	\$2,500,000	Each Claim
Regulatory Proceedings	Limit	\$2,500,000	Aggregate



### Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Payment Card Loss	Limit	\$2,500,000	Each Claim
Payment Card Loss	Limit	\$2,500,000	Aggregate
Electronic, Social & Printed Media	Limit	\$5,000,000	Each Claim
Electronic, Social & Printed Media	Limit	\$5,000,000	Aggregate

#### Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	First Party Insuring Agreements	-
Retention	Cyber Incident Response Team - Each Cyber Incident	\$100,000
Retention	Non-Panel Response Provider - Each Cyber Incident	\$100,000
Retention	Digital Data Recovery - Each Cyber Incident	\$100,000
Retention	Network Extortion - Each Cyber Incident	\$100,000
Retention	Third Party Liability Insuring Agreements	
Retention	Cyber, Privacy And Network Security Liability - Each Claim	\$100,000
Retention	Regulatory Proceedings - Each Claim	\$100,000
Retention	Payment Card Loss - Each Claim	\$100,000
Retention	Electronic, Social & Printed Media - Each Claim	\$100,000
Retention	Non-Panel Response Provider : Cyber Incident Response Coach Retention	\$100,000

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

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Third Party Liability Insuring Agreements : Payment Card Loss, Regulatory Proceedings	-		
Cyber, Privacy And Network Security Liability	1 = = = :		
Electronic, Social And Printed Media Liability	( <del>-</del> )		

#### 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 (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

#### **Definition of Claim:**

DESCRIPTION	
Claim Means any:	
1. Written Demand Ag	ainst any Insured for Monetary Damages or Non-Monetary or Injunctive Relief;





#### **Definition of Claim:**

#### DESCRIPTION

- Civil Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Service of a Complaint or Similar Pleading;
- 3. Arbitration, Mediation, Or Other Alternative Dispute Resolution Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Receipt of a Written Demand, Or Service of a Complaint or Similar Pleading;
- 5. Written Request Directed at any Insured to Toll or Waive a Statute of Limitations Applicable to a Claim Referenced in Paragraphs 1-4 Immediately Above; Or
- 6. Regulatory Proceeding Against any Insured, Including, Where Applicable, Any Appeal Therefrom.

### Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

#### **Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE LENG	TH % OF EXPIRING PREMIUM
Refer to attached policy form	(A)	-	-

## Endorsements include, but are not limited to:

е.			50	STATE OF	
n	П	3	-1	DTION	

Policy Form - PF-48169 (02/19)

Policyholder Notice Commercial Lines Deregulation New York - ALL-23445b (07/13)

Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)

Policyholder Notice Cyber Services for Loss Mitigation - PF-48260 (10/16)

Policyholder Notice Cyber Services for Incident Response - PF-48259 (02/19)

US Foreign Account Tax Compliance Act ("FATCA") - ALL-42490b (07/16)

U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - PF-17914a (04/16)

Trade or Economic Sanctions Endorsement - PF-46422 (07/15)

Cap On Losses From Certified Acts Of Terrorism - PF-45354 (02/19)

Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11d (03/16)

Signatures - CC-1k11i (02/18)

Additional Insured - Blanket Pursuant to a Contract - Cyber ERM - PF-48155 (02/19)

Optional Extended Reporting Period (Item 7) Amended - PF-48153 (02/19)

Control Group Member Redefined - Variable - PF-48148 (09/16)

Conduct Exclusion Amended - Final, Non-Appealable Adjudication - PF-49491 (02/19)

Application Amended - PF-49452 (02/19)

Retroactive Date (Item 5) Amended - Specified by Insured and Insuring Agreement - PF-48165 (02/19)

Amendatory Endorsement - New York Free Trade Zone - PF-48604(06/19)

Period of Restoration Endorsement - PF-48160 (02/19)





## Endorsements include, but are not limited to:

#### DESCRIPTION

Chubb Cyber Enterprise Risk Management Policy - Quote Letter - PF48167 1016

Chubb Cyber Enterprise Risk Management Policy Declarations - PF48168 1016

Forms Schedule - PF-48152 (09/16)

## Exclusions include, but are not limited to:

#### DESCRIPTION

False Claims Act Exclusion - PF-48263 (02/19)

## **Binding Requirements:**

## DESCRIPTION

Subject to

- We Require the Producer to Provide the "Home State" as Defined in the Non-Admitted and Reinsurance Reform Act of 2010 (NRRA) upon the Binding of This Placement
- Re-Signed/Dated Application (Within 30 Days of Policy Inception)

Premium

\$65,585.00

#### **ESTIMATED PROGRAM COST**

\$65,585.00

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

\$0.00



Coverage:

**Excess Liability** 

Carrier:

Allied World Assurance Co (U.S.) Inc.

Policy Period: 8/15/2020 to 8/15/2021

## Form Type:

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

## **Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Umbrella	Applies		Other / Follows Underlying

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Per Occurrence	Limit	\$10,000,000
Annual Aggregate Limit	Limit	\$10,000,000

## **Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	Excess Liability - Per Occurrence	None

## **Underlying Policies:**

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Auto Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
General Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
General Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Law Enforcement Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Law Enforcement Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Public Officials Liability	Specific Limit	\$10,000,000	Argonaut Ins.	8/15/2020	8/15/2021
Public Officials Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Employment Practices Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Employment Practices	Annual Aggregate	\$15,000,000	Argonaut Ins.	8/15/2020	8/15/2021





### **Underlying Policies:**

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Liability	Limit		Co.		

#### Endorsements include, but are not limited to:

#### DESCRIPTION

Following Form Excess Liability Insurance Policy Declarations - GL 00139 00

Terrorism Disclosure Statement - GL 00117 00

Schedule of Underlying Insurance - GL 00323 00

Following Form Excess Liability Insurance Policy - GL 00126 00

New York Amendatory Endorsement - GL 00286 31

Follow Form Other Aggregate Limit Endorsement - GL 00366 00

#### 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

Retained Limit

Excess—Auto Exclusion - SIR-XS 00005 00

Access to or Disclosure of Confidential or Personal Information - GL 00447 00

Exclusion—Aircraft and Airports Including Airport Boards - Z-XSFF 00197 00

Policy Changes—Communicable Disease Exclusion - 00135

#### **Binding Requirements:**

#### DESCRIPTION

Subject to

- Provide Updated Ground-up and Excess Carrier Loss Runs for Policy Years 2014—Present (at a Minimum), Valued Within 90 Days of the Effective Date
- Signed and Dated Acceptance or Rejection of Terrorism Insurance Coverage Form
- Receipt of the Underlying Binder(s) Prior to Issuance of our Binder/Underlying Policies Due Within 30 Days of the Effective Date.





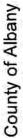
Premium	\$106,632.00	
Fees		
Broker Fee - RPS	\$6,500.00	
Total Fees	\$6,500.00	
ESTIMATED PROGRAM COST	\$113,132.00	
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	\$1,459.00 Included	



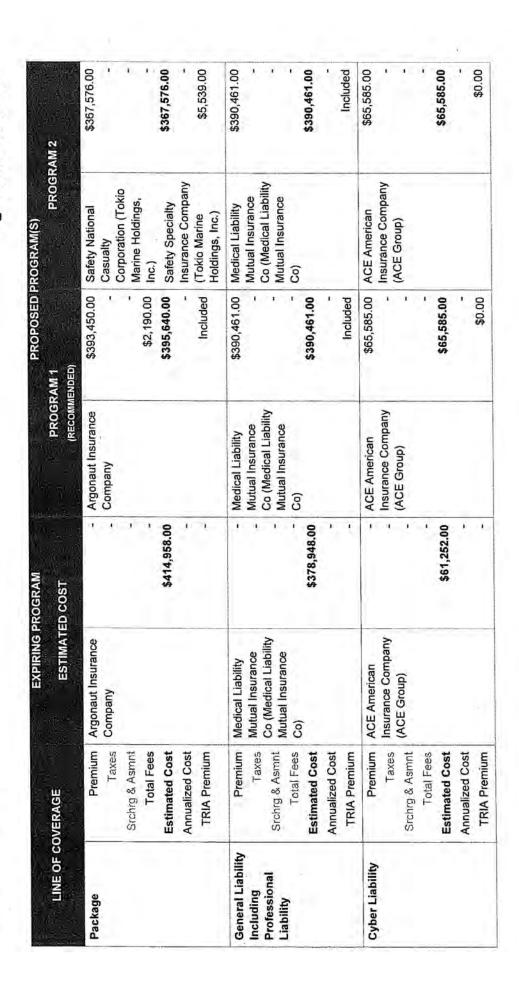
## Premium Summary

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

LINEOFQ	LINE OF COVERAGE	EXPIRING PROGRAI ESTIMATED COST	PROGRAM ED COST	PROGRAM 1 (RECOMMENDED)		PROPOSED PROGRAM(S) PROGRAM 2	IM 2
Property	Premium Taxes Srchrg & Asmnt Total Fees Estimated Cost Annualized Cost TRIA Premium	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$244,243.00	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$282,798.00 - \$953.00 \$283,751.00	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$282,798.00 - \$953.00 \$283,751.00
Equipment Breakdown	Premium Taxes Srchrg & Asmnt Total Fees Estimated Cost Annualized Cost TRIA Premium	Greenwich Insurance Company (XL Group plc)	\$21,713.00	Greenwich Insurance Company (XL Group plc)	\$24,998.00 - \$24,998.00	Greenwich Insurance Company (XL Group plc)	\$24,998.00 - \$24,998.00
Crime	Premium Taxes Srchrg & Asmnt Total Fees Estimated Cost Annualized Cost TRIA Premium	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$13,524.00	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$13,782.00 \$13,782.00	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$13,782.00 - - \$13,782.00



GORE360







		EXPIRING P	PROGRAM		PROPOSED	PROPOSED PROGRAM(S)	
LINE OF C	LINE OF COVERAGE	ESTIMATE	TED COST	PROGRAM 1 (RECOMMENDED)	NM 1 NDED)	PROGRAM 2	AM 2
Excess Liability	Premium Taxes Srchrg & Asmnt Total Fees Estimated Cost Annualized Cost	Premium Allied World Taxes & Assurance Co (U.S.) Inc. (Allied World Assurance otal Fees Group) zed Cost Premium	\$92,480.00 \$92,480.00	Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	\$106,632.00 \$6,500.00 \$113,132.00	\$106,632.00 Allied World Assurance Co (U.S.) Inc. (Allied World Assurance \$6,500.00 Group)	\$106,632.00 \$6,500.00 \$113,132.00
Total Estimated Program Cost	rogram Cost		\$1,227,118.00		\$1,287,349.00		\$1,257,826.00

Quote from Argonaut Insurance Company is valid until 8/14/2020

Quote from Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) is valid until 8/14/2020

Quote from Greenwich Insurance Company (XL Group plc) is valid until 8/15/2020 Quote from Travelers Indemnity Company (The Travelers Companies, Inc.) is valid until

8/14/2020 Quote from ACE American Insurance Company (ACE Group) is valid until 8/14/2020

Quote from Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co) is valid until 8/15/2020

Quote from Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group) is valid

Quote from Safety National Casualty Corporation (Tokio Marine Holdings, Inc.), etc... is valid unii 8/15/2020

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

Property

Crime

Equipment Breakdown

Package

General Liability Including Professional Liability

Cyber Liability

Excess Liability

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





### Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

### What is Premium Financing?

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

### Why Premium Financing May be Good for Your Business?

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

### Want to Learn More?

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



### Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Travelers Indemnity Company (The Travelers Companies, Inc.)	Property	Paid in Full at Inception	Agency Bill
Greenwich Insurance Company (XL Group plc)	Equipment Breakdown	Paid in Full at Inception	Agency Bill
Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Crime	Three Annual Installments of \$4,594 each	Agency Bill
Argonaut Insurance Company	Package	Full Annual Premium due within 30 days of policy inception	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Package	Annual Pay Plan - Premiums due within 30 days of binding	Agency Bill
Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co)	General Liability Including Professional Liability	Full Annual Premium due within 30 days of policy inception	Agency Bill
ACE American Insurance Company (ACE Group)	Cyber Liability	Full Annual Premium due within 30 days of policy inception	Agency Bill
Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	Excess Liability	Premium Payment is Due Within Twenty (20) Days from Effective Date	Agency Bill



### Coinsurance Illustration

### Coinsurance Formula:

Insurance Carried + Insurance Required x Loss - Deductible = Settlement

### Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value

\$1,000,000

Coinsurance Amount

80%

Deductible

\$500

Insurance Required

\$800,000 (80% of \$1,000,000)

Insurance Carried

\$400,000

Loss Incurred

\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

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

\$800,000

(Insurance Required)

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



### Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
ACE American Insurance Company	A++ XV	Admitted
Allied World Assurance Co (U.S.) Inc.	AXV	Admitted
Argonaut Insurance Company Greenwich Insurance Company	A- XIV A+ XV	Admitted Admitted
Medical Liability Mutual Insurance Co	A+ X	Admitted
Safety National Casualty Corporation	A+ XV	Admitted
Safety Specialty Insurance Company	A+ XV	Admitted
Travelers Casualty and Surety Co of America	A++ XV	Admitted
Travelers Indemnity Company	A++ XV	Admitted

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

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

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

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





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**

- 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.
- 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.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.





### **Property Estimator Disclaimer**

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



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.

### Other Coverage Considerations

Aviation





### Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/17/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
□Accept □ Reject	Property
	Travelers Indemnity Company
□Accept □Reject	TRIA
□Accept □ Reject	Equipment Breakdown
	Greenwich Insurance Company
□Accept □Reject	TRIA
□Accept □ Reject	Crime
	Travelers Casualty and Surety Co of America
□Accept □Reject	TRIA
□ Accept □ Reject	Package
□Option # 1	Argonaut Insurance Company
□Option # 2	Safety National Casualty Corporation, Safety Specialty Insurance Company
□ Accept □ Reject	TRIA
□Accept □ Reject	General Liability Including Professional Liability
34	Medical Liability Mutual Insurance Co
□ Accept □ Reject	TRIA
□ Accept □ Reject	Cyber Liability
	ACE American Insurance Company
□Accept □Reject	TRIA
□Accept □ Reject	Excess Liability
	Allied World Assurance Co (U.S.) Inc.
□ Accept □ Reject	TRIA

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:



	ires and Values
	firm the payroll values, schodules, and other data contained in the payroll values, schodules, and other data contained in the
compile	firm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are ad from information provided by you and we acknowledge it is our responsibility to see that such information is updated
and ma	intained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and
operati	ons used were based on the expiring policies.
Provid	e Quotations or Additional Information on the Following Coverage Considerations:
Gallag	ner recommends that you purchase the following additional coverages for which you have exposure. By rejecting a
quotati	on for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in th
vent	f a loss.
Other	Coverages to Consider
∃Yes	□ No-Aviation
Other	Services to Consider
□Yes	□ No- CORE360™ Loss Control Portal
∃Yes	□ No-eRiskHub
Gallagi ounitiv arising	ner's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate.  Iter shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or  Iter damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise),  out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by  arty any later than two (2) years after the accrual of such claim or cause of action.
Sallagi additio	ner has established security controls to protect Client confidential information from unauthorized use or disclosure. For hal information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.
have Sallagi	ead, understand and agree that the above information is correct and has been disclosed to us prior to authorizing er to bind coverage and/or provide services to us.
Ву:	2.007 2.017 2.023 A
	Print Name (Specify Title)
	Company
	Signature





Appendix





# Bindable Quotations & Compensation Disclosure Schedule

Client Name: County of Albany

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME	EST. ANNUAL PREMIUM <sup>2</sup>	COMM.% OR FEE <sup>3</sup>	WHOLESALER, MGA, OR INTERMEDIARY %
Property	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$282,798.00	15 %	
Equipment Breakdown	Greenwich Insurance Company (XL Group plc)	Risk Placement Services	\$24,998.00	20 %	10 %
Crime	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	N/A	\$13,782.00	15 %	
Package	Argonaut Insurance Company	Trident Insurance Services	\$393,450.00	15 %	*
Package			ı	\$55,136.40	
General Liability			\$74,461.00	15 %	
Automobile			\$57,648.00	15 %	
Excess Liability	Safety National Casualty Corporation (Tokio Marine		\$111,948.00	15 %	
Public Officials Liability & Employment Practices Liability	Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	NA	\$53,039.00	15 %	
Law Enforcement Liability			\$70,480.00	15 %	

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COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME	EST, ANNUAL COMM.% OR PREMIUM? FEE <sup>3</sup>	COMM.% OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
General Liability Including Professional Liability	Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co)	N/A	\$390,461.00	40 %	
Cyber Liability	ACE American Insurance Company (ACE Group)	N/A	\$65,585.00	15.5 %	TO A STATE OF THE
Excess Liability	Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	Risk Placement Services	\$106,632.00	15 %	0 % + \$6,500.00

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

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

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

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

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

Gallagher



### **Binding Requirements**

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Property Travelers Indemnity Company	Subject to compliance with our reasonable engineering recommendations.
Equipment Breakdown Greenwich Insurance Company	N/A
Crime Travelers Casualty and Surety Co of America	N/A
	General Liability - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	Automobile - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
Package Argonaut Insurance Company	Public Officials Liability - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	Employment Practices Liability - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	Law Enforcement Liability - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	General Liability - Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability
Package Safety National Casualty	Automobile - N/A
Corporation Safety Specialty Insurance Company	Excess Liability - Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability
	Public Officials Liability & Employment Practices Liability - N/A
	Law Enforcement Liability - N/A
General Liability Including Professional Liability Medical Liability Mutual Insurance Co	N/A
	Subject to
Cyber Liability ACE American Insurance Company	- We Require the Producer to Provide the "Home State" as Defined in the Non-Admitted and Reinsurance Reform Act of 2010 (NRRA) upon the Binding of This Placement
	- Re-Signed/Dated Application (Within 30 Days of Policy Inception)
	Subject to
Excess Liability Allied World Assurance Co (U.S.)	- Provide Updated Ground-up and Excess Carrier Loss Runs for Policy Years 2014— Present (at a Minimum), Valued Within 90 Days of the Effective Date
Inc.	- Signed and Dated Acceptance or Rejection of Terrorism Insurance Coverage Form
	- Receipt of the Underlying Binder(s) Prior to Issuance of our Binder/Underlying Policies Due Within 30 Days of the Effective Date.



### Claims Reporting By Policy

### Reporting Options:

Email: NortheastRegion.BSD.ClaimsReporting@aig.com

Phone: 800.770.0001

Phone: 856.675.1301 (Direct & International)

Fax: 856.675.1302

After hours emergency report service: 877.458.0288

### Mailing Address:

Attn: Claims Service Manager Arthur J. Gallagher 4000 Midlantic Drive Suite 200 Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- Preparation of loss notice and delivery to insurance carrier(s).
- Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.

