

**ORDINANCE NO. 42-17**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH USI INSURANCE SERVICES, LLC FOR THE CITY'S PROPERTY AND GENERAL LIABILITY INSURANCE FOR THE PERIOD OF APRIL 1, 2017 THROUGH MARCH 31, 2018, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a contract with USI Insurance Services, LLC for the City's Property and General Liability Insurance for the period of April 1, 2017 through March 31, 2018.
- SEC. 2:** That the funds to cover this expenditure in the estimated amount of \$131,380.00 are available in each appropriate budget.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That a copy of the Brokerage Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to renew said policy which will expire on April 1, 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** March 27, 2017

**SIGNED:** James A. Shields  
President of Council Pro-Tem

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 28, 2017

**SIGNED:** Dennis Hanwell  
Mayor



# INSURANCE BINDER

ORD. 42-17  
Exh. A

SWIDMER

DATE (MM/DD/YYYY)  
4/3/2017

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY  
McGowan Governmental Underwriters  
20595 Lorain Road  
Fairview Park, OH 44126

COMPANY  
Argonaut Insurance Co.

BINDER #  
2890

PHONE (A/C, No, Ext): (440) 333-6300

FAX (A/C, No): (440) 333-3214

CODE:  
AGENCY CUSTOMER ID: MEDINA0-01

SUB CODE:

INSURED AND MAILING ADDRESS

City of Medina  
132 N. Elmwood Avenue  
Medina, OH 44256

EFFECTIVE		TIME	EXPIRATION		TIME
DATE			DATE		
4/1/2017	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	7/1/2017		<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON

☒ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY  
PER EXPIRING POLICY #: 4623729

DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)  
Public Entity.

## COVERAGES

## LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Replacement Cost	Blanket Bldg. & Contents Earthquake Computer Equipment	5,000 50,000 5,000		\$54,726,384.00 \$5,000,000.00 \$50,000.00
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Enforcement <input checked="" type="checkbox"/> Public Officials Liab <input checked="" type="checkbox"/> Emp Practices Liab	RETRO DATE FOR CLAIMS MADE: 4/1/1997	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST Underinsured		\$ 1,000,000 \$ 100,000 \$ \$ 1,000,000 \$ 3,000,000 \$ 3,000,000 \$ 1,000,000 \$ \$ \$ \$ 5,000 \$ \$ 100,000 \$ 100,000
VEHICLE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
VEHICLE PHYSICAL DAMAGE DED 500 <input checked="" type="checkbox"/> COLLISION: 500 <input checked="" type="checkbox"/> OTHER THAN COL: 500	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE STATED AMOUNT		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ 10,000,000 \$ 10,000,000 \$ \$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

SPECIAL Public Official Liability: Limit: \$1,000,000 Agg: \$3,000,000 Ded: \$10,000  
CONDITIONS / Employment Practice: Limit: \$1,000,000 Agg: \$3,000,000 Ded: \$10,000  
OTHER COVERAGES

## NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE <i>Matthew Swidmer</i>	

USI Insurance Services LLC  
PO Box 62889 \* Virginia Beach, VA 23466

-----INVOICE-----

City of Medina, Ohio  
132 North Elmwood Avenue  
Medina, OH 44256

Invoice Date 04/03/17  
Invoice No. 2114452  
Bill-To Code CITYMED  
Client Code CITYMED  
Inv Order No. 606\*4405107  
Payment Due  
Amount Remitted: \$

Named Insured: City of Medina

Please return this portion with your payment.

Make checks payable to: USI Insurance Services LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
04/01/17	04/01/17 to 04/01/18	Argonaut Insurance Company Policy No. BINDERPE462372905 *Renewal - Commercial Package  2017-2018 Annual Premium  Invoice Number: 2114452      Amount Due:	120,880.80      120,880.80
*Premiums Due and Payable on Effective Date			

PO Box 62889 \* Virginia Beach, VA 23466



McGOWAN GOVERNMENTAL UNDERWRITERS

### PREMIUM SUMMARY

Coverages	Premium
Property	\$29,821
Earthquake Coverage	Included
Flood Coverage	Included
Boiler & Machinery	Included
Inland Marine	\$3,714
General Liability	\$5,022
Employee Benefits Liability	Included
Ohio Stop Gap Liability	Included
Public Official Liability	\$2,955
Employment Practice Liability	\$1,025
Law Enforcement Liability	\$12,149
Automobile Liability	\$26,150
Automobile Physical Damage	\$23,890
\$10MM Excess Liability	\$14,389
Terrorism	Not Included
<b>Total (NET)</b>	<b>\$119,115</b>

\*25% Minimum earned premium

\*\* Premium due upon receipt of invoice

\*\*\*The terrorism premium not included is \$1,765



UNDERSTAND. SERVICE. INNOVATE.

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## INSURANCE RFP RESPONSE

*Prepared for:*

**City of Medina**

*Policy Period:* April 1, 2017 to April 1, 2108

*Presented by:* Robert M. Beglin, Vice President

*Date Prepared:* April 6, 2017

*This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.*

*Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.*

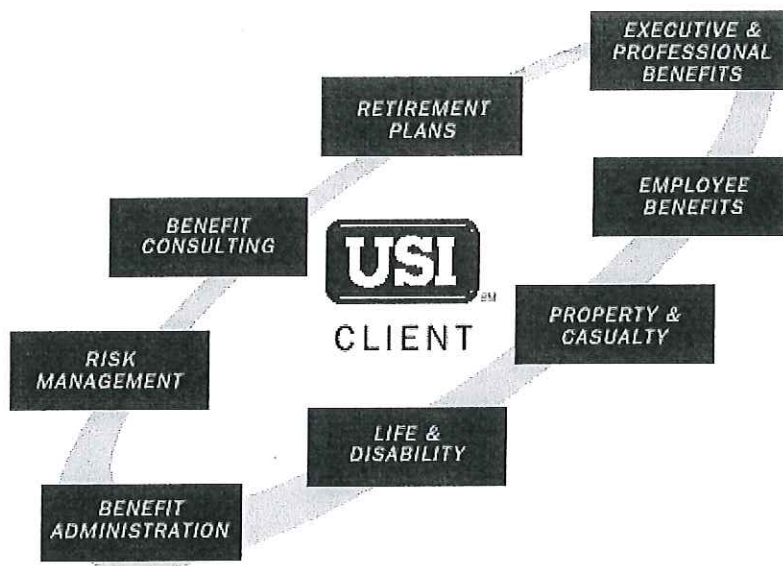
USI Midwest LLC • 10100 Innovation Dr., Suite 220 • Dayton, OH 45342 • 937.223.8891 • [www.usi.biz](http://www.usi.biz)

## About USI

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### THE POWER OF ONE

*What makes USI different from other traditional brokers and consultants?*



A single source.

One point of contact. One service administrator.  
One source for all of your insurance and financial services.

USI's unique delivery design gives you unparalleled single-source access to a complete array of linked solutions from our nationwide network of strategic partnerships – and a corresponding, cohesive service program that is not just convenient, but responsive to your risk management profile.



## Public Entities

With a long history of partnering with public entities, USI understands that risk management in the public sector is not the same as risk management in the private sector.

Effectively managing risk in the public sector requires the assistance of a special broker who understands the distinct exposures of public entities and one who can work with you in developing a program that best meets your needs.

Making sound decisions regarding loss control and risk financing requires balancing the often-conflicting objectives of maintaining a desirable tolerance of risk while still meeting obligations to provide services, and doing so within a limited budgeting horizon and under what can sometimes be a great deal of political scrutiny.

USI is prepared to assist you with all your risk management needs whether you are a State, County, City Government, Town or Township, School District or Special Purpose District.

### PRODUCTS

- Property Insurance Coverage
- Broad Form Commercial Property Including Business Income
- Commercial Inland Marine
- Boiler and Machinery
- Commercial Crime
- Commercial Automobile
- Garage
- Ocean Marine
- Aviation

### LIABILITY INSURANCE COVERAGE

- Commercial General Liability
- Workers Compensation and Employer's Liability
- Industry Liability
- Medical Professional Liability
- Environmental Impairment Liability
- Airport Liability
- Excess and Umbrella Liability

### SPECIAL LIABILITY COVERAGE

- Public Officials Liability
- Police Professional Liability
- Educators Legal Liability
- Contracts of Suretyship
- Public Official Bonds

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## Service Team

### President

Your **President** is ***John Jagodzinski***

Direct Number: 937-913-1327

Fax Number: 866-785-5949

E-Mail: [John.Jagodzinski@usi.biz](mailto:John.Jagodzinski@usi.biz)

### Sales Executive

Your **Sales Executive** is ***Rob Beglin***

Direct Number: 937-913-1320

Fax Number: 866-972-7405

E-Mail: [Rob.Beglin@usi.biz](mailto:Rob.Beglin@usi.biz)

### Account Executive

Your **Account Executive** is ***April Valenti***

Direct Number: 937-913-1329

Fax Number: 866-972-4838

E-Mail: [April.Valenti@usi.biz](mailto:April.Valenti@usi.biz)

### Account Manager

Your **Account Manager** is ***Shannon A Caudill***

Direct Number: 937-913-1307

Fax Number: 866-972-5131

E-Mail: [Shannon.Caudill@usi.biz](mailto:Shannon.Caudill@usi.biz)

### Assistant Account Manager

Your **Assistant Account Manager** is ***Melinda McNabb***

Direct Number: 937-913-1324

Fax Number: 866-969-1297

E-Mail: [Melinda.McNabb@usi.biz](mailto:Melinda.McNabb@usi.biz)

## A.M. Best Rating Guide

<u>Level</u>	<u>Category</u>	<u>Level</u>	<u>Category</u>	<u>Level</u>	<u>Category</u>
A++, A+.....	Superior	B, B-.....	Fair	D.....	Poor
A, A-.....	Excellent	C++, C+.....	Marginal	E.....	Under Regulatory Supervision
B++, B+.....	Very Good	C, C-.....	Weak	F.....	In Liquidation
				S.....	Rating Suspended

### Financial Size Categories

(In \$000 of Reported Policyholder's Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Argonaut Insurance Company	Package	A:XII	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier.

As such, this carrier is not subject to the same regulation which apply to an admitted carrier.

## Property

Description	Limit	Deductible
Blanket Building & Contents Limit	\$54,726,384	\$5,000
Earthquake Limit	\$5,000,000	\$50,000
Flood Limit	\$5,000,000	\$50,000
Accounts Receivable	\$250,000	\$5,000
Arson Reward	\$7,500	\$5,000
Building Ordinance or Law	Building Limit	\$5,000
Building Under Construction	\$100,000	\$5,000
Loss to Undamaged Portion of Building	Building Limit	\$5,000
Crime Rewards	\$1,000/\$5,000	\$5,000
Debris Removal	25% of loss	\$5,000
Detached Signs	\$25,000	\$5,000
Extra Expense/Business Income	\$500,000	\$5,000
Fine Arts	\$50,000	\$5,000
Fire Department Service Charge	\$5,000	\$5,000
Fire Equipment Recharge	Included	\$5,000
Flagpoles	\$5,000	\$5,000
Foundations	Included	\$5,000
Newly Acquired or Constructed Property	\$1,000,000 bldg \$500,000 contents	\$5,000
Outdoor Property	\$1,000/\$50,000	\$5,000
Paved Services	Included	\$5,000
Property Off Premises	\$250,000	\$5,000
Personal Property of employees or volunteers	\$1,500/\$50,000	\$5,000
Property in Transit	\$100,000	\$5,000
Pollutant Clean up and Removal	\$25,000	\$5,000

## Property - continued

Description	Limit	Deductible
Off Premises Utility Failure	\$100,000	\$5,000
Sewer Backup (Insured's Property)	Included	\$5,000
Valuable Papers	\$250,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Boiler & Machinery

Description	Limit	Deductible
Property	\$54,726,384	\$5,000
Expediting Expense	\$100,000	\$5,000
Hazardous Substances	\$100,000	\$5,000
Computer Equipment	\$100,000	\$5,000
Data Restoration	\$100,000	\$5,000
Spoilage	\$100,000	\$5,000
Service Interruption		24 Hour
Demolition & ICC	\$500,000	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Inland Marine

Description	Limit	Deductible
Miscellaneous Unscheduled Equipment/ ACV	\$1,175,000	\$1,000
Miscellaneous Scheduled Equipment / RC	\$1,239,462	\$1,000
Communications Equipment/ ACV	\$282,000	\$1,000
Computer Equipment / ACV	\$300,000	\$1,000
Hired, Leased, Borrowed Equipment/RC	\$250,000	\$1,000

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Crime

Description	Limit	Deductible
Public Employee Dishonesty – Includes Faithful Performance	\$1,000,000	\$5,000
Forgery & Alteration	\$250,000	\$5,000
Computer Fraud	\$1,000,000	\$5,000
Wire transfer Fraud	\$1,000,000	\$5,000
Money & Securities – In/Out Coverage	\$25,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
In Transit	\$25,000	\$5,000
Money Orders & Counterfeit Money	\$25,000	\$5,000

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Liability

Description	Limit	Deductible
Each Occurrence Limit	\$1,000,000	Nil
General Liability – Aggregate	\$3,000,000	
Damage to Premises Rented to You	\$1,000,000	
Employee Benefits Limit	\$1,000,000	\$1,000
Employer Liability (Ohio Stop Gap)	\$1,000,000	\$1,000
Law Enforcement Liability – Each Occurrence	\$1,000,000	\$10,000
Law Enforcement Liability - Aggregate	\$3,000,000	
Public Official Liability*	\$1,000,000	\$10,000
Public Official Liability Aggregate	\$3,000,000	
Employment Practice Liability*	\$1,000,000	\$10,000
Employment Practice Liability Aggregate	\$3,000,000	
Garage Keepers Liability	\$50,000	\$500

\*Retro Date: 4/1/1997

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Automobile

Description	Limit	Deductible
Automobile Liability	\$1,000,000	None
Uninsured/Underinsured Motorists Liability	\$100,000/\$100,000	None
Medical Payments	\$5,000	None
Comprehensive		\$500
Collision		\$500
Non-Owned Liability	Included	None
Hired Car Liability	Included	None
Hired Car Physical Damage	\$50,000	\$500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

## Excess

Description	Limit	Deductible
Excess Liability Each Occurrence	\$10,000,000	None
Excess Liability Silo Aggregates	\$10,000,000	
Follow form over:		
General Liability		
Ohio Stop Gap Liability		
Law Enforcement Liability		
Public Official Liability		
Employee Benefits Liability		
Employment Practice Liability		
Automobile Liability		

**Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.**

## Airport Liability

Optional Quotes	Limit	Deductible
Carrier	Chubb- Specialty Casualty - Aviation	Star Aviation
Each Occurrence	\$5,000,000	\$5,000,000
Damage to Premises Rented to You	\$150,000	\$100,000
Medical Expense	\$5,000	\$1,000
Personal & Advertising Aggregate	\$5,000,000	\$5,000,000
Product/Completed Operations – Annual Aggregate	\$5,000,000	\$5,000,000
Hanger Keepers Limit	\$5,000,000	\$5,000,000
Each Aircraft	\$5,000,000	\$5,000,000
Each Loss	\$5,000,000	\$5,000,000
Hanger Keepers Deductible	\$0	\$5,000

## Premium Summary

Coverage	Proposed Premium
Property	\$29,821
Boiler & Machinery	Included
Earthquake Coverage	Included
Flood Coverage	Included
Inland Marine	\$3,714
Crime	\$6,000
General Liability	\$5,022
Employee Benefits Liability	Included
Ohio Stop Gap Liability	Included
Public Official Liability	\$2,955
Employment Practice Liability	\$1,025
Law Enforcement Liability	\$12,149
Automobile Liability	\$26,150
Automobile Physical Damage	\$23,890
\$10MM Excess Liability	\$14,389
Terrorism Coverage	Included
<b>Policy Annual Premium</b>	<b>\$125,115</b>
<b>Broker Fee - Argonaut</b>	<b>\$10,500</b>
<b>Total Annual Premium Payable to USI Insurance</b>	<b>\$135,615</b>
<b>Terrorism Coverage</b>	<b>\$1,765</b>

## Premium Summary Additional Coverage Options

Coverage	Proposed Premium
Airport Liability	
- Ace Property and Casualty Insurance	\$3,025
- Starr Indemnity and Liability Company	\$5,414
Cyber Liability – Travelers Indication	\$6,900

**Payment Terms:**

- Annual Payment
- 25% Minimum earned premium
- Premium due upon receipt of invoice
- 3 Year Rate Guarantee applies, subject to a 20% loss ratio

**Binding Requirements:**

- "Client Authorization To Bind" signed by the insured

**Note:** This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

## Coverage Endorsements and Exclusions Section

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### PROPERTY COVERAGE ENDORSEMENTS:

- ☐ Replacement Cost
- ☐ Margin Clause applicable 125%
- ☐ 0% Coinsurance
- ☐ 360 –Additional Coverage Modifications
- ☐ Liberalization Clause broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
- ☐ Loss Payable Clause
- ☐ Newly Acquired – automatic up to 120 days for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
- ☐ Personal Property of officers and employees of the insured, other than motor vehicles.
- ☐ Policy Territory includes the United States of America (its territories and possessions), Puerto Rico and Canada.
- ☐ 30 Days Notice of Cancellation – non-renewal or material change.
- ☐ 10 Days Notice of Cancellation – non-payment

### PROPERTY COVERAGE EXCLUSIONS:

- ☐ Broad Form Nuclear Contamination
- ☐ Acts of Terrorism unless other wised purchased.
- ☐ Delay or loss or market, or any other consequential or remote loss of any kind.
- ☐ Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.
- ☐ Earth Movement unless purchased
- ☐ Errors in Machine Programming or Instructions to Machines.
- ☐ Land
- ☐ Loss or damage as a result of insects, vermin, birds, or other animals.
- ☐ Loss of Earnings to Finished Stock, including time required to reproduce.
- ☐ Retaining wall that are not part of a building
- ☐ Underground pipes, flues or drains
- ☐ Water/Flood Damage unless purchased
- ☐ Unexplained or Mysterious Disappearance

### BOILER COVERAGE ENDORSEMENTS:

- ☐ Equipment Breakdown coverage
- ☐ Jurisdictional Inspection

### BOILER COVERAGE EXCLUSIONS:

- ☐ Corrosion, Erosion, Wear & Tear Exclusion
- ☐ EDP Media Exclusion – defect, virus, loss of data or other situation
- ☐ Fines

## Coverage Endorsements and Exclusions Section - continued

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### GENERAL LIABILITY COVERAGE ENDORSEMENTS:

- Aggregates Limits of insurance
- Legal Liability
- Blanket Additional Insureds Endorsement
- Broadened Named Insureds
- Contractual Liability
- Employees as Insured
- Host Liquor Liability
- Limited Pollution coverage
- Knowledge of Occurrence
- Newly Acquired
- Non-Owned Watercraft – less than 51 feet long
- Volunteers as Insureds
- 30 Days Notice of Cancellation Non-Renewal or Material Change
- 10 Days Notice of Cancellation Non-Payment
- Includes coverage for:
  - EMT's/Fire Department
  - Swimming Pools/Waterslides
  - Special Events/Parks & Playgrounds/Skateboard Activities
  - Chemical Spraying/Cemeteries
  - Sewer/Water Utilities
  - Rifle Ranges
  - Fireworks/Special Events

### GENERAL LIABILITY COVERAGE EXCLUSIONS:

- Asbestos Exclusion
- Aircraft, auto
- Bodily injury to any insured
- Bodily injury to any person injured while taking part in athletics
- Damage to Property of others
- Nuclear Energy Liability Exclusion
- Pollution Exclusion – except for hostile fire
- Professional Services Exclusion
- Workers Compensation
- War
- Watercraft over 26'

## Coverage Endorsements and Exclusions Section - continued

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### **PUBLIC OFFICIAL LIABILITY COVERAGE ENDORSEMENTS:**

- Broad Named insured includes past, present and future officials
- Zoning
- Land Use
- Permits
- Liable / Slander / Defamation / Wrongful Eviction

### **PUBLIC OFFICIAL LIABILITY COVERAGE EXCLUSIONS:**

- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Criminal Acts-applies only to individual(s) who committed act
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations,
- union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity

### **EMPLOYMENT PRACTICE LIABILITY ENDORSEMENTS:**

- Broad named insured
- EEOC Defense \$10,000/\$50,000 -\$5,000 deductible
- Back wages \$50,000 aggregate -\$10,000 deductible
- Non – monetary defense for lawsuit (\$50,000 aggregate)

### **EMPLOYMENT PRACTICE LIABILITY EXCLUSIONS:**

- Collective bargaining agreement
- lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Criminal Acts- applies only to individuals(s) who committed act
- Claim for equitable or injunctive relief initiated by a governmental entity

## Coverage Endorsements and Exclusions Section - continued

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### LAW ENFORCEMENT LIABILITY COVERAGE ENDORSEMENTS:

- Departmental authorized moonlighting
- Civil Rights violations
- Intentional Acts
- Vehicular Hot Pursuit

### LAW ENFORCEMENT LIABILITY COVERAGE EXCLUSIONS:

- ☐ War
- ☐ Bodily injury to employee
- ☐ Employment liability claims
- ☐ Criminal Acts-applies only to individual(s) who committed act
- ☐ Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances

### AUTOMOBILE COVERAGE ENDORSEMENTS:

- Additional Insured Lessors
- Broad Named Insured
- Bodily Injury Redefined
- Communication Equipment Coverage – permanently installed
- Emergency Equipment attached to vehicles
- Employees as Insured
- Fleet Coverage Endorsement
- Hired Autos specified as Covered Autos
- Knowledge of Occurrence
- Loss Payable Clause
- Mandatory State Endorsements
- Notice of Occurrence
- Waiver of Subrogation
- 30 Day Notice of Cancellation Non-Renewal or Material Change
- 10 Day Notice of Cancellation Non-Payment
- Freezing coverage applies for Fire, Ambulance & Rescue vehicles
- One deductible applies for auto physical damage in conjunction with a property or equipment claim
- Hired, borrowed or commandeered vehicles include physical damage coverage
- Fleet Automatic Coverage (no additional premium charged during policy year to add & delete vehicles)

### AUTOMOBILE COVERAGE EXCLUSIONS:

- ☐ War /Nuclear Energy
- ☐ Pollution

## Coverage Endorsements and Exclusions Section - continued

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### EXCESS COVERAGE ENDORSEMENTS:

- **Defense and Supplementary Payments** – in addition to applicable limits
- **Drop Down Clause** – reduced or exhausted underlying limits
- **Employees as Insured**
- **Hostile Fire Pollution Coverage**
- **Named Insured Endorsement** – follows underlying policies
- **Notice of Occurrence**
- **Pay on Behalf Insuring Agreement**
- **30 Days Notice of Cancellation Non-Renewal or Material Change**
- **10 Days Notice of Cancellation Non-Payment**
- **Silo Aggregate** – individual excess limit over each underlying coverage

### EXCESS COVERAGE EXCLUSIONS:

- **Asbestos Liability Exclusion**
- **Care, Custody & Control Exclusion** – Real and Personal Property
- **Cross Suits Exclusion**
- **ERISA Exclusion**
- **Insolvency Drop Down Exclusion**
- **Nuclear Energy Liability**
- **Underlying Policy Exclusions** – included
- **Uninsured/Underinsured Motorists Exclusion**
- **Workers Compensation / Unemployment Compensation Exclusion**

## **Coverage Endorsements and Exclusions Section - continued**

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### **CRIME COVERAGE ENDORSEMENTS:**

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- Loss caused by employee dishonesty
- Loss caused by Theft, Disappearance or Destruction of Money and/or securities
- Checks, drafts, promissory notes, or similar written promises to pay a sum certain in money made or drawn upon you

### **CRIME COVERAGE EXCLUSIONS:**

- Nuclear, War or Similar Actions
- Employee required by law to be individually bonded

### **INLAND MARINE COVERAGE ENDORSEMENTS:**

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- New acquisitions – 90 day automatic coverage
- Rental Expense Reimbursement

### **INLAND MARINE COVERAGE EXCLUSIONS:**

- Vehicles
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water

### **GENERAL COVERAGE ENDORSEMENTS / EXCLUSIONS:**

- Notice of Occurrence
- Unintentional Errors & Omissions
- Sovereign Immunity non-waiver
- One deductible for two or more coverage parts included in loss
- Asbestos Exclusion

## Recommendations

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- Review of current safety programs and training
- Enrollment in USI Risk Management Center

## USI Disclosures

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**INFORMATION CONCERNING OUR FEES:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

# USI Privacy Notice

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## ***Our Privacy Promise to You***

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

## ***What types of information will we be collecting?***

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

## ***What will we do with your protected information?***

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

## ***Our Security Procedures***

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

## ***Our Legal Use of Information***

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

## ***Your Right to Review Your Records***

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## Client Authorization to Bind

**Important Information: Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.**

After careful consideration of your proposal dated March 6, 2017, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled sheet of paper.

Client Signature  
City of Medina

Date Signed \_\_\_\_\_