



### Excess General Liability Insurance Proposal 2021 – 2022

Presented on October 11, 2021 by:

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#### **Table of Contents**

Company Profile.	: N
Alliant Advantage	: თ
Your Service Team	:
ditional Named Insureds	(J)
Line of Coverage	: O
Excess General Liability Coverage	:
Disclosures	<u> </u>
NY Regulation 194	16
FATCA:	16
Claims Reporting:	. 16
NRRA:	16
Changes and Developments	17
Certificates / Evidence of Insurance	17
Flood Offering	:. 18
Optional Coverages	2
Glossary of Insurance Terms	20
Request to Bind Coverage	20



#### Company Profile

Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including: With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services.

- Risk Solutions
- **Employee Benefits**
- Strategy
- Employee Engagement
- Procurement
- Analytics
- Wellness
- Compliance
- Benefits Administration
- Global Workforce
- Industry Solutions
- Construction
- **Energy and Marine**
- Healthcare
- Law Firms
- **Public Entity**
- Real Estate
- **Tribal Nations**
- And many other industries

- Co-Brokered Solutions
- **Automotive Specialty**
- **Energy Alliance Program**
- Hospital All Risk Property Program
- Law Firms
- Parking/Valet
- Public Entity Property Insurance
- Program
- Restaurants/Lodging
- Tribal Nations
- Waste Haulers/Recycling
- **Business Services**
- Risk Control Consulting
- **Human Resources Consulting**
- **Property Valuation**

deserve. Our solution-focused commitment to guidance and high-quality performance they allows us to provide our clients with the of the top insurance companies in the world more than eight decades of working with many the industry. insurance products, services, and thinking in assures the delivery of the most innovative meeting the unique needs of our clients The knowledge that Alliant has gained in its

brokerage firms in the United States Alliant ranks among the 15 largest insurance



#### Alliant Advantage

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Workers' compensation insurance claims management at no additional charge.	Risk management services to help identify hazards and present options.	Dedicated Certificate of Insurance personnel.	State-licensed support staff.	Representing over 40 insurance companies to provide the best and most affordable coverage.	A full-service insurance agency for all your business, life and health, and personal insurance.	Privately owned and operated.	Satisfying the insurance needs of business for nearly 90 years.	
<	<	<	<	<	<	<	<	Alliant
								Competition



#### Your Service Team

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# Named Insured / Additional Named Insureds

#### Named Insured(s)

City of North Las Vegas, NV

### Additional Named Insured(s)

Vone

### NAMED INSURED DISCLOSURE

- changes, receiving correspondence, distributing claim proceeds, and making premium payments The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy
- entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line Are ALL entities listed as named insureds? Coverage is not automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all
- entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured) declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy
- underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the applicable limits of liability and/or an additional premium charge indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy



#### Line of Coverage

### Excess General Liability Coverage

	Present Coverage - Argonaut	Proposed Coverage – Berkley
INSURANCE COMPANY:	Argonaut Insurance Company	Gemini Insurance Company - \$5M xs SIR
A.M. BEST RATING:	A- (Excellent), Financial Size Category: XIV (\$1.5 Billion to \$2 Billion) as of February 26, 2020	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of May 27, 2021
STANDARD & POOR'S RATING:	A- (Strong) as of August 19, 2020	A+ (Strong) as of February 23, 2021
NEVADA STATUS:	Admitted	Non-Admitted
POLICY/COVERAGE TERM:	November 1, 2020 to November 1, 2021	November 1, 2021 to November 1, 2022
Coverage:	<ul> <li>General Liability (Includes Employee Benefits Liability)</li> </ul>	General Liability
	<ul> <li>Public Officials Liability</li> <li>Employment Practices Liability</li> <li>Law Enforcement Liability</li> </ul>	<ul> <li>Public Official, Employment Practices and Employee Benefits Liability</li> <li>Law Enforcement Liability (Included in GL Coverage Part)</li> </ul>
	Automobile Liability	Auto Liability
Limits:	General Liability: \$ 10,000,000 Per Occurrence Limit \$ 10,000,000 Aggregate Limit	General Liability: \$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate
	\$ 10,000,000 Personal & Advertising Injury Limit (Subject to GL Aggregate Limit) \$ 1,000,000 Failure To Supply	\$ 5,000,000 Personal & Advertising Injury Limit (Subject to GL Aggregate Limit)
	\$ 10,000,000 Products/Completed Operations Occurrence/Aggregate	\$ 5,000,000 Products/Completed Operations Occurrence/Aggregate
	Occurrence/Aggregate	Occurrence/Aggregate



						Limits – Continued:	
		Automobile Liability: \$ 10,000,000 Per Accident Limit	Law Enforcement Liability: \$ 10,000,000 Per Occurrence Limit \$ 10,000,000 Aggregate Limit	Employment Practices Liability: \$ 10,000,000 Per Occurrence Limit \$ 10,000,000 Aggregate Limit	Public Officials Liability: \$ 10,000,000 Per Occurrence Limit \$ 10,000,000 Aggregate Limit	Employee Benefits Liability: Included In GL Limit Included In GL Limit	Present Coverage - Argonaut
Pesticide or Herbicide Pollutant Liability: \$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate	Limited Sexual Abuse Coverage: \$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate	Auto Liability: \$ 5,000,000 Each Occurrence Unlimited Aggregate				Public Official, Employment Practices and Employee Benefits Liability: \$ 5,000,000 Each Occurrence \$ 5,000,000 Aggregate	Proposed Coverage – Berkley



Endorsement & Exclusions: (including but not limited to)	Who has the Duty to Defend:	Defense Inside/Outside the Limit:	Self-Insured Retention:	Limits – Continued:	
General:  Asbestos, Lead, Silica or Silica-Related Dust, Nuclear Energy Liability, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Nuclear Hazard, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Injury, Electronic Data, and Confidential or Personal Information General Liability:  All exclusions as stated on the GL coverage form and endorsements including but not limited to: Aircraft, Eminent Domain/Inverse Condemnation, Underground Storage Tanks,	Within the deductible limit – Insured Excess the deductible Limit - Insurer	Outside the Limit	\$ 750,000 Underlying Retention Limit \$ 1,000,000 Law & EPL		Present Coverage - Argonaut
<ul> <li>Common Conditions, Definitions And Exclusions</li> <li>General Liability Coverage Part</li> <li>Automobile Liability Coverage Part</li> <li>Public Official, Employment Practices and Employee Benefits Liability Coverage Part</li> <li>Limited Sexual Abuse Coverage Part</li> <li>Exclusion Of Certified Acts Of Terrorism</li> <li>Cap On Losses From Certified Acts Of Terrorism</li> <li>Service of Suit Endorsement</li> <li>Exclusion - Communicable Disease</li> <li>Pesticide Or Herbicide Pollutant Exception</li> <li>Fire Damage Legal Liability To Premises</li> <li>Rented To You</li> </ul>	Insured	Inside the Limit	\$ 1,000,000 Each Occurrence	Fire Damage Legal Liability: \$ 500,000 Each Occurrence \$ 500,000 Aggregate	Proposed Coverage – Berkley



Employer's Liability, Subsidence, Unmanned
Present Coverage - Argonaut

### Endorsement & Exclusions - Continued: Pu

### ontinued: Aircraft, Failure to Supply Public Officials Liability:

### All exclusions as stated on the Public Officials Liability Coverage Form and endorsements including but not limited to: Contractual Liability, Distribution of Information, Eminent Domain/Inverse Condemnation, Employment Practices, Fiduciary, Labor Disputes, Law Enforcement, Non-Monetary Relief, Derivative Investment, Financial Loss, Insurance Practices, Securities, Bonds, Debentures

### **Employment Practices Liability:**

All 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)

#### Law Enforcement Liability:

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

### Proposed Coverage - Berkley

- Additional Insured Specified By Writter Contract
- Trade Or Economic Sanctions Endorsement
- Premises Additional Insured Where Required By Contract
- U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
- Loss Notice
- RRE Loss Notice



Nevada -Changes - Concealment, Misrepresentation or Fraud

Nevada Changes - Domestic Partnership Nevada Changes - Cancellation and

Nonrenewal

Cap on Losses from Certified Acts of Terrorism

Policy Changes 001

Named Insured as Self-Insurer



Endorsement & Exclusions - Continued: General Liabi	
seneral Liability	Present Coverage - Argonaut
	Proposed Coverage – Berkley

#### General Liability

(including but not limited to)

- Public Risk General Liability Retained Limit Coverage Form – Limited Reporting
- Organization Additional Insured – Designated person or
- Operations Coverage Enhancement General Water Plus 360 Endorsement - Water Liability
- Waiver of Transfer of Rights of Recovery Against Others to Us
- Primary and Non-Contributory

#### **Public Officials Liability:**

- Public Officials Liability Retained Limit Reporting Occurrence Coverage Form - Limited
- Water Plus 360 Water Operations **Professional Management Liability**

#### Law Enforcement Liability:

Law Enforcement Liability Retained Limit Reporting Occurrence Coverage Form - Limited

### **Employment Practices Liability:**

**Employment Practices Liability Retained Limit** Occurrence Coverage Form – Limited



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	Present Coverage - Argonaut	Proposed Coverage – Berkley
Endorsement & Exclusions - Continued: (including but not limited to)	<ul> <li>Auto Liability:         <ul> <li>Notice to Insured of Automobile Liability and Physical Damage Endorsement Premium Development</li> <li>Public Risk Auto Liability Retained Limit Coverage Form – Limited Reporting</li> </ul> </li> <li>Amendatory Endorsement</li> </ul>	
Total Cost Excluding TRIA:	Not Applicable	\$ 525,000.00 Premium \$ 18,375.00 NV Surplus Lines Tax (3.50%) \$ 2,100.00 NV Stamping Fee (0.40%) \$ 545,475.00 Total Cost
Total Cost Including TRIA:	\$ 392,516.00 Premium \$ 2,085.00 TRIA Premium \$ 394,601.00 Total Cost	\$ 525,000.00 Premium \$ 8,100.00 TRIA Premium \$ 18,658.50 NV Surplus Lines Tax (3.50%) \$ 2,132.40 NV Stamping Fee (0.40%) <b>\$ 553,890.90 Total Cost</b>
Optional Coverage:	Not Applicable	\$5,000,000 xs \$1,500,000 Self-Insured Retention Option:  Total Cost Excluding TRIA: \$ 425,000.00 Premium \$ 14,875.00 NV Surplus Lines Tax (3.50%) \$ 1,700.00 NV Stamping Fee (0.40%) \$ 441,575.00 Total Cost



	Present Coverage - Argonaut	Proposed Coverage – Berkley
Optional Coverage - Continued:		Total Cost Including TRIA: \$ 425,000.00 Premium
Minimum Earned Premium:	25%	35%
Quote Valid Until:	No Longer Applicable	November 1, 2021
Policy Auditable:	Not Auditable	Not Auditable
Binding Conditions:	No Longer Applicable	<ul><li>A written request to bind coverage</li><li>All Surplus Lines Taxes/Fees are Fully Earned</li></ul>
		<ul> <li>Berkley:</li> <li>TPA questionnaire (if not previously received or changed), Required within 30 Days of Binding.</li> <li>A signed and completed sexual abuse application, Required within 30 Days of Binding.</li> <li>Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached hereto, Required Prior to Binding.</li> </ul>
		<ul> <li>Required Prior to Binding.</li> <li>Signed UM/UIM forms, Required within 30</li> <li>Days of Binding.</li> </ul>



individual policy for details. Named Insureds are covered for all operations. Additional Insureds are only covered with respect to their interest in your operations. See each

See Disclaimer Page for Important Notices and Acknowledgment



#### Disclosures

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

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

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

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

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

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

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



#### NY Regulation 194

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

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

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

### Other Disclosures / Disclaimers

#### FATCA:

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

#### Claims Reporting:

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

#### NRRA:

subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.



## Other Disclosures / Disclaimers - Continued

### Changes and Developments

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

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

### Certificates / Evidence of Insurance

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

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

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

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

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured

# See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures



#### Flood Offering

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

#### Basic Facts

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

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

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

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property Actual Cash Value or Replacement Cost
- Additional Information
- Flood Zones
- https://www.fema.gov/flood-zones
- Excess Flood Insurance (contact your Producer for additional information)
- Increased limits over the maximum flood limit provided by NFIP
- FEMA Glossary of Flood Terms

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

If you do NOT wish to purchase flood insurance your signature is required below:

Company Name:	Name Printed / Typed:	Signature:
		Date:



### Optional Coverages

underwriting information. The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further

not contemplated here or are unique to your organization. Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom

- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

### Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx http://www.irmi.com/online/insurance-glossary/default.aspx http://www.ambest.com/resource/glossary.htm



### Request to Bind Coverage

City of North Las Vegas, NV

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

Printed / Typed Name	Title	Signature of Authorized Insured Representative	This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.	Yes, please provide us with a financing quote.	Did you know that Alliant works with premium financing companies? Are you interested	Excess General Liability  • Gemini Insurance Company  ○ \$5,000,000 xs \$1,000,000 Self-Insured Retention Option  ○ \$5,000,000 xs \$1,500,000 Self-Insured Retention Option	Coverage Line
		Date	t and review of all disclaimers and disclosns, contained within this proposal.	No, we do not wish to finance our premium.			
			sures, including	 remium.	in financing your annual premium?		Bind Coverage for:

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