

# City of Coral Gables

## Proposed Casualty Structure 2009-2010 Program #1 – Munich Re / NY Marine & General



Arthur J. Gallagher  
Risk Management Services

### Liability

GL, AL, POL

\$2,000,000 per occurrence

\$2,000,000 GL, LEL Aggregate

\$4,000,000 POL/EPL Aggregate incl. 2x SIR

\$3,000,000 EBL Aggregate incl 2x SIR

\$1,000,000 SA and SH Aggregate

AL - no Aggregate

### Premium:

Liability @ \$350k SIR/WC \$500k SIR \$955,054

Liability @ \$500k SIR/WC \$500k SIR \$860,390

Liability @ \$500k SIR/WC \$750k SIR \$705,850

### Workers Compensation

WC - Statutory

Employers Liability - \$1,000,000

Limited USL&H and Jones Act

Self Insured Retention  
Per Occurrence

\$350,000 or \$500,000 Option

Self Insured Retention  
Per Occurrence

\$500,000 or \$750,000 Option

**EXHIBIT B**  
**City of Coral Gables - Policy Group 2**  
**05/01/2009 - 05/01/2010**



<b>Workers Compensation / Employers Liability</b>			
	Combination of PESLIC Package and NY Marine & Gen. Excess WC	Star Package, no Excess WC necessary	Combination of Ace package and NY Marine & Gen. Excess WC
Workers Compensation	Statutory	Statutory	Statutory
Employers Liability	\$2,000,000 including SIR	Included in GL above	\$2,000,000 including SIR
USL&H	Limited USL&H	Limited USL&H	Limited USL&H
Jones Act	Limited Jones Act	Limited Jones Act	Limited Jones Act
Claims Expense	Outside the limit	Outside the limit	Outside the limit

**Emergency Medical Technician Liability and Protection & Indemnity Coverages are required if the City elects the Star program.**  
**Quote summaries for these two lines of coverage follow:**

<b>Emergency Medical Technician Liability</b>			
Carrier	Not required		Not required
Financial Strength Rating			
Admitted/Nonadmitted			
Limit			
Annual Premium	N/A	Quote forthcoming	N/A

<b>Protection &amp; Indemnity (watercraft liability)</b>			
Carrier	Not required		Not required
Financial Strength Rating			
Admitted/Nonadmitted			
Limit			
Annual Premium	N/A	Quote forthcoming	N/A

**Policy Group 2 Ancillary Policies**

<b>Storage Tank Liability</b>	
Carrier	Commerce & Industry Ins. Co.
Financial Strength Rating	A XV
Admitted/Nonadmitted	Admitted
Covered Tanks:	Per schedule on file with the carrier
Underground Storage Tank Systems	
Each Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000
Aboveground Storage Tank Systems	
Each Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000
Policy Limit of Liability	
Each Incident Limit	\$1,000,000
Aggregate Limit	\$4,000,000
Deductible (each incident)	\$10,000
Annual Premium	\$1,748
Optional TRIA Terrorism	\$ 16.00

<b>Sports Medical (Parks &amp; Recs Program and PAL)</b>	
Carrier	National Union Fire Ins. Co.
Financial Strength Rating	A XV
Admitted/Nonadmitted	Admitted
Accident Medical Expense	
Maximum Benefit	\$100,000
Deductible per injury	\$250
Accidental Death Benefit	\$5,000
Accidental Dismemberment Benefit	\$10,000
Annual Premium	\$ 19,281.00

*Sports Medical premium is subject to adjustment based on pending information we are awaiting from the City*

**EXHIBIT B**  
**City of Coral Gables - Policy Group 2**  
**05/01/2009 - 05/01/2010**



Public Entity Package including Excess Liability and Excess Workers Compensation - Comparison			
Combination	1	2	3
Package Carrier	Munich Re/PESLIC (Incumbent)	Star Ins. Co.	ACE/Illinois Union
Financial Strength Rating	A+ XV	A- VIII	A+ XV
Admitted/Nonadmitted	Nonadmitted	Admitted	Nonadmitted
Excess WC Carrier (\$1M attachment)	NY Marine & General/Midlands	No Excess WC Necessary	NY Marine & General/Midlands
Financial Strength Rating	A VIII	N/A	A VIII
Admitted/Nonadmitted	Admitted	N/A	Admitted

Self Insured Retentions (SIR), <u>current program</u>	\$350,000 Liability / \$500,000 WC	\$350,000 Liability / \$500,000 WC	A - \$350,000 Liability / \$500,000 WC \$1,500,000 WC Corridor Deductible
Package Premium w/Excess Workers Comp.	\$ 955,054.00	\$ 526,500.00	\$ 423,317.00
Optional TRIA Terrorism (for non-WC lines)	\$ 9,437.00	included	\$ 4,300.00
Self Insured Retentions (SIR)	\$500,000 Liability / \$500,000 WC		A - \$500,000 Liability / \$500,000 WC \$1,500,000 WC Corridor Deductible
Package Premium w/Excess Workers Comp.	\$ 860,390.00		\$ 375,903.00
Optional TRIA Terrorism (for non-WC lines)	\$ 6,733.00		\$ 4,000.00
Self Insured Retentions (SIR)	\$500,000 Liability / \$750,000 WC	\$350,000 Liability / \$1,000,000 WC	B-\$350,000 Liability / \$1,000,000 WC
Package Premium w/Excess Workers Comp.	\$ 705,850.00	\$ 415,500.00	\$ 451,745.00
Optional TRIA Terrorism (for non-WC lines)	\$ 6,733.00	included	\$ 4,300.00
Self Insured Retentions (SIR)			B-\$500,000 Liability / \$1,000,000 WC
Package Premium w/Excess Workers Comp.			\$ 404,331.00
Optional TRIA Terrorism (for non-WC lines)			\$ 4,000.00
Clash Coverage	\$5,000,000 including SIR	included, one SIR applies	No Clash Coverage

Above quoted premiums do not include state-mandated fees, assessments, and surcharges.

Please see Option A and B illustrations to follow

**Public Entity Package including Excess Liability and Excess Workers Compensation - Coverages/Limits**

General Liability (GL)			
Per Occurrence Limit	\$2,000,000 including SIR	\$2,000,000 including SIR	\$2,000,000 including SIR
General Aggregate Limit	No Aggregate*	\$4,000,000	\$4,000,000 including 2x SIR
Law Enforcement Liability (LEL)	Included in GL above	Included in GL above	Included in GL above
Medical Expense	Excluded	Excluded	Excluded
PD to rented premises	Covered	Covered	\$1,000,000 including SIR
Employee Benefits Liability Occurrence (EBL)	\$2,000,000 including SIR	Included in GL above	Included in Public Officials below
Employee Benefits Liability Aggregate	\$3,000,000 including 2x SIR	Included in GL above	Included in Public Officials below
Emp. Ben. Liab. Coverage Trigger	Claims Made	Occurrence	Claims Made
Claims Expense	Inside the limit	Inside the limit	Outside the limit, erodes SIR
*\$2,000,000 GL/LEL aggregate applies to excess liability only.			

Auto Liability (AL)			
Per Occurrence	\$2,000,000 including SIR	Included in GL above	\$2,000,000 including SIR
Annual Aggregate	No Aggregate	Included in GL above	No Aggregate
No Fault	\$10,000 part of AL limit	Excluded	Excluded
Uninsured/Underinsured Motorists	Rejected	Rejected	Rejected
Claims Expense	Inside the limit	Inside the limit	Outside the limit, erodes SIR

Public Officials Liability (POL)			
Per Occurrence Limit	\$2,000,000 including SIR	Included in GL above	\$2,000,000 including SIR
Aggregate Limit	\$4,000,000 including 2x SIR	Included in GL above	\$3,000,000 including 2x SIR
Sexual Abuse Occurrence (SA)	\$1,000,000 including SIR	Included in GL above	\$1,000,000 including SIR
Sexual Abuse Aggregate	\$1,000,000 including SIR	Included in GL above	\$1,000,000 including SIR
Sexual Harassment Occurrence (SH)	\$1,000,000 including SIR	Included in GL above	Included in Public Officials Liab.
Sexual Harassment Aggregate	\$1,000,000 including SIR	Included in GL above	Included in Public Officials Liab.
Employment Practices Liability Occ (EPL)	\$2,000,000 including SIR	Included in GL above	Included in Public Officials Liab.
Employment Practices Liability Agg	\$4,000,000 including 2x SIR	Included in GL above	Included in Public Officials Liab.
Note:	POL sublimits are included in, not in addition to, POL limits	1-year prior acts for unknown "Wrongful Acts". No prior acts coverage for known "Wrongful Acts"	Sexual Abuse sublimit is included in, not in addition to, POL limit
Coverage Trigger	Claims Made	Occurrence	Claims Made
Claims Expense	Inside the limit	Inside the limit	Outside the limit, erodes SIR
Claims Expense Aggregate	Not Applicable	Included in GL above	\$2,000,000 including SIR

March 11, 2009

Arthur J. Gallagher Risk Management Services, Inc.



**PUBLIC ENTITY PACKAGE (PESLIC)**

- I. Comprehensive General Liability
- II. Automobile Liability
- III. Errors & Omissions
- IV. Workers' Compensation And Employers' Liability
- V. Employee Benefits Liability
- VI. Crime

<b>Carrier:</b>	Princeton Excess and Surplus Lines Insurance Company
<b>Policy Form</b>	PPEP/PO (10-2005)/ OCC Public Entity
<b>Policy Term:</b>	05-01-09 to 05-01-10

# CITY OF CORAL GABLES



## SECTION I- GENERAL LIABILITY

<b>Limit of Liability:</b>	<b><u>Option I (As expiring)</u></b> \$650,000 per occurrence, excess of the self insured's retention <b><u>Option II &amp; III</u></b> \$5000,000 per occurrence, excess of the self insured's retention
<b>Self-Insured Retention:</b>	<b><u>Option I (as expiring)</u></b> \$350,000 any one occurrence <b><u>Option II &amp; III</u></b> \$500,000 any one occurrence
<b>Coverage Form:</b>	Occurrence
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Host and/or Liquor Liability</li><li>• Watercraft Liability (up to 31 feet in length)</li><li>• Volunteer Workers</li><li>• Employees and Volunteers as Insureds</li><li>• Advertising Liability</li><li>• Pollution from Hostile Fire</li><li>• Property in Care, Custody, Control</li><li>• Personal Injury</li><li>• Incidental Medical Malpractice</li><li>• Premises/Operations</li><li>• Products/Completed Operations</li><li>• Fire Legal Liability</li><li>• Garage Liability</li><li>• Blanket Contractual Liability</li></ul>
<b>Exclusions:</b>	<b><u>Exclusions as noted, but not limited to:</u></b>



- Coverage afforded under any other section of this policy.
- Public Officials Errors & Omissions Liability
- Assault and Battery, except to protect persons or property, and corporal punishment.
- Ownership, maintenance, or use of aircraft except operations performed by independent contractors.
- Ownership, maintenance, or use of watercraft over 26 feet in length, except operations performed by independent contractors.
- Property owned by the insured.
- Asbestos-related claims.
- Pollution Liability
- Nuclear Liability
- ERISA
- War
- Inverse Condemnation
- Hospital Malpractice
- Sexual Misconduct
- Sexual Harassment
- Terrorist acts / Terrorism
- Mold

**The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.**

# CITY OF CORAL GABLES



## SECTION II- AUTOMOBILE LIABILITY

<b>Limit of Liability:</b>	<p><u><b>Option I (As expiring)</b></u> \$650,000 per occurrence, excess of the self insured's retention</p> <p><u><b>Option II &amp; III</b></u> \$5000,000 per occurrence, excess of the self insured's retention</p>
<b>No Fault Insurance:</b>	Statutory
<b>Coverage Form:</b>	Occurrence
<b>Self-Insured Retention:</b>	<p><u><b>Option I (as expiring)</b></u> \$350,000 any one occurrence</p> <p><u><b>Option II</b></u> \$500,000 any one occurrence</p> <p><u><b>Option II</b></u> \$500,000 any one occurrence</p>
<b>Coverage Includes:</b>	<ul style="list-style-type: none"> <li>• Permissive Users</li> <li>• Owned Autos</li> <li>• Hired/Nonowned Autos</li> <li>• No Fault - statutory benefits</li> </ul>
<b>Exclusions:</b>	<p><u><b>Noted Exclusions, but not limited to:</b></u></p> <ul style="list-style-type: none"> <li>• Coverage afforded under any other section of this Policy.</li> <li>• Property owned by the insured</li> <li>• Employee bodily injuries covered under any Workers' Compensation or similar law</li> <li>• Racing, demolition contest, or stunting activities</li> <li>• Underinsured/Uninsured Motorist</li> <li>• Terrorism (unless purchased)</li> </ul>

## CITY OF CORAL GABLES



	<ul style="list-style-type: none"><li>• Mold</li></ul> <p><b><u>Notes:</u></b> The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.</p>
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# CITY OF CORAL GABLES



## SECTION III- ERRORS & OMISSIONS

<b>Limit of Liability:</b>	<p><b><u>Option I (As expiring)</u></b></p> <table border="1"> <thead> <tr> <th></th><th><u>Limit</u></th><th><u>Aggregate</u></th></tr> </thead> <tbody> <tr> <td><b>EO</b></td><td>\$650,000</td><td>\$1,300,000</td></tr> <tr> <td>SA</td><td>\$650,000</td><td>\$650,000</td></tr> <tr> <td>SH</td><td>\$650,000</td><td>\$650,000</td></tr> <tr> <td>EPL</td><td>\$650,000</td><td>\$1,300,000</td></tr> </tbody> </table> <p><b><u>Option II &amp; III</u></b></p> <table border="1"> <thead> <tr> <th></th><th><u>Limit</u></th><th><u>Aggregate</u></th></tr> </thead> <tbody> <tr> <td><b>EO</b></td><td>\$500,000</td><td>\$1,000,000</td></tr> <tr> <td>SA</td><td>\$500,000</td><td>\$500,000</td></tr> <tr> <td>SH</td><td>\$500,000</td><td>\$500,000</td></tr> <tr> <td>EPL</td><td>\$500,000</td><td>\$1,000,000</td></tr> </tbody> </table>		<u>Limit</u>	<u>Aggregate</u>	<b>EO</b>	\$650,000	\$1,300,000	SA	\$650,000	\$650,000	SH	\$650,000	\$650,000	EPL	\$650,000	\$1,300,000		<u>Limit</u>	<u>Aggregate</u>	<b>EO</b>	\$500,000	\$1,000,000	SA	\$500,000	\$500,000	SH	\$500,000	\$500,000	EPL	\$500,000	\$1,000,000
	<u>Limit</u>	<u>Aggregate</u>																													
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EPL	\$500,000	\$1,000,000																													
<b>Coverage Form:</b>	<p>Claims-made</p> <p><b><u>Retroactive Date:</u></b></p> <p>February 13, 1981 – Public Officials Errors &amp; Omissions</p> <p>February 13, 1981 – Employment Practices</p> <p>March 1, 1999 – Sexual abuse</p> <p>March 1, 1994 – Sexual Harassment</p>																														
<b>Extended Reporting Period:</b>	One year																														
<b>Self-Insured Retention:</b>	<p><b><u>Option I (as expiring)</u></b></p> <p>\$350,000 any one occurrence</p> <p><b><u>Option II &amp; III</u></b></p> <p>\$500,000 any one occurrence</p>																														
<b>Coverage Includes:</b>	<p><b><u>Coverages:</u></b></p> <ul style="list-style-type: none"> <li>Public Officials' Liability</li> <li>Sexual Harassment</li> </ul>																														

## CITY OF CORAL GABLES



	<ul style="list-style-type: none"><li>• Sexual Abuse</li></ul>
<b>Exclusions:</b>	<p><b><u>Exclusions as noted but not limited to:</u></b></p> <ul style="list-style-type: none"><li>• Coverage afforded under any other section of this Policy.</li><li>• Intentional breach of contract.</li><li>• Loss resulting from a wrongful act committed prior to the retroactive date.</li><li>• Any claim brought as a counter claim or cross claim by an assured against any other assured.</li><li>• Any claim based upon or attributable to the rendering or failure to render any opinion, treatment, or service unless acting within the scope of their duties as an assured.</li><li>• Terrorism</li><li>• Mold</li></ul> <p><b><u>Notes:</u></b></p> <p>The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.</p>

### **Claims Made Requirements:**

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

Means all notices or suits demanding payment of money based on, or arising out of the same Wrongful Act or series of related Wrongful Acts by one or more Assureds.

#### **Basic Extended Reporting Period:**

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the PERIOD OF INSURANCE, and lasts for sixty (60) days.

If, however, this policy and this Coverage Section is immediately succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the

## CITY OF CORAL GABLES



same as or earlier than the Retroactive Date shown in the applicable Coverage Section of PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE of this policy, the succeeding policy shall be deemed to be a renewal of this policy, and the ASSURED shall have no right to an Extended Reporting Period from the Company.

The Basic Extended Reporting Period does not apply to CLAIMS that are covered under any subsequent insurance applicable to this Coverage Section which the ASSURED purchases, or that would have been covered but for exhaustion of the amount of insurance applicable to such CLAIMS.

### **Supplemental Extended Reporting Period:**

The Underwriters will provide an Extended Reporting Period, as described below, if:

- (a) This policy or this Coverage Section of this policy is cancelled or non-renewed; or
- (b) The Underwriters renew or replace this policy, or this Coverage Section of this policy, with insurance that does not apply to a WRONGFUL ACT on a Claims Made basis.

A Supplemental Extended Reporting Period of **one year duration** is available but only by endorsement to this policy and for an additional **premium not to exceed 100% of the annual premium** for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

**The ASSURED must give the Underwriters a written request for the endorsement within thirty (30) days after the end of the PERIOD OF INSURANCE.** The Supplemental Extended Reporting Period will not go into effect unless the ASSURED pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

The Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for CLAIMS received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable SELF INSURED RETENTION, the Loss Fund, the applicable EXCESS LIMIT OF INSURANCE, or the EXCESS LOSS FUND PROTECTION.

Extended Reporting Periods do not extend the PERIOD OF INSURANCE or change the scope of coverage provided within this Coverage Section. They apply to CLAIMS arising out of a WRONGFUL ACT that take place before the end of the period that this policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be cancelled.

# CITY OF CORAL GABLES



## SECTION IV- WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

<b>Limit of Liability:</b>	<u><b>Option I &amp; II</b></u> \$500,000 any one accident <u><b>Option III</b></u> \$250,000 any one accident
<b>Coverage Form:</b>	Occurrence
<b>Self-Insured Retention:</b>	<u><b>Option I &amp; II</b></u> \$500,000 any one accident or disease <u><b>Option III</b></u> \$750,000 any one accident or disease
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Workers' Compensation</li><li>• Employers' Liability</li><li>• Voluntary Compensation</li><li>• Volunteers</li><li>• Other States</li><li>• Jones Act – FL Benefits</li></ul>
<b>Exclusions:</b>	<u><b>Exclusions as noted but not limited to:</b></u> <ul style="list-style-type: none"><li>• Coverage afforded under any other section of this policy</li><li>• Liability assumed under contract</li><li>• Employees knowingly employed in violation of the law</li><li>• Punitive or exemplary damages</li><li>• Damages arising out of the:</li><li>• Federal Employers' Liability Act</li><li>• U.S. Longshoreman's and Harbor workers' Compensation Act</li><li>• Loss payable under the Workers' Compensation law if the insured is protected from the loss by any other</li></ul>

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	<p>insurance</p> <ul style="list-style-type: none"><li>• Bodily injury to any employee while employed in violation of the law.</li><li>• Failure of the insured to comply with any health or safety law</li><li>• Any claim for damage, direct or inconsequential, for any cause of action covered under any other section of the policy</li><li>• Damages arising out of operations of the insured in which the insured violated or failed to comply with any Workers' Compensation law.</li><li>• Mold</li><li>• Terrorism</li></ul> <p><b><u>Notes:</u></b></p> <p>The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.</p>
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# CITY OF CORAL GABLES



## SECTION VI-EMPLOYEE BENEFITS LIABILITY

<b>Limit of Liability:</b>	<b><u>Option I (As expiring)</u></b> \$650,000 per occurrence, excess of the self insured's retention  <b><u>Option II &amp; III</u></b> \$500,000 per occurrence, excess of the self insured's retention
<b>Aggregate:</b>	\$1,300,000 annual aggregate
<b>Coverage Form:</b>	Claims-made
<b>Extended Reporting Period:</b>	One year
<b>Retro Date:</b>	03/01/98
<b>Self-Insured Retention:</b>	\$350,000
<b>Exclusions:</b>	<b><u>Noted Exclusions, but not limited to:</u></b> <ul style="list-style-type: none"><li>• Coverage afforded under any other section of this Policy.</li><li>• Any negligent acts, errors, or omissions that are dishonest, fraudulent, criminal, or malicious.</li><li>• Bodily Injury, Personal Injury, or Property Damage</li><li>• Any claim based upon the insured's failure to comply with ERISA or any similar federal, state or local law.</li><li>• Any claim based upon failure of investments, including stocks and bonds, to perform as represented by the insured.</li><li>• Loss resulting from any negligent acts, errors or omissions committed prior to the retroactive date.</li><li>• <b>Terrorism (unless purchased)</b></li><li>• <b>Mold.</b></li></ul> <b><u>Notes:</u></b> The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

# CITY OF CORAL GABLES



## Claims Made Requirements

**Definition of Claim-** means all notices or **SUITS** demanding payment of money based on, or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSURED**S

## Basic Extended Reporting Period:

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE**, and lasts for sixty (60) days.

If, however, this policy and this Coverage Section is immediately succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section of **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE** of this policy, the succeeding policy shall be deemed to be a renewal of this policy, and the **ASSURED** shall have no right to an Extended Reporting Period from the Company.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent insurance applicable to this Coverage Section which the **ASSURED** purchases, or that would have been covered but for exhaustion of the amount of insurance applicable to such **CLAIMS**.

## Supplemental Extended Reporting Period

The Underwriters will provide an Extended Reporting Period, as described below, if:

- (a) This policy or this Coverage Section of this policy is cancelled or non-renewed;  
or
- (b) The Underwriters renew or replace this policy, or this Coverage Section of this policy, with insurance that does not apply to a **NEGLIGENT ACT, ERROR OR OMISSION** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this policy and for an additional premium not to exceed 100% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **ASSURED** must give the Underwriters a written request for the endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **ASSURED** pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

## CITY OF CORAL GABLES

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The Company shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the Loss Fund, the applicable **EXCESS LIMIT OF INSURANCE**, or the **EXCESS LOSS FUND PROTECTION**.

Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **NEGLIGENT ACT, ERROR OR OMISSION** that take place before the end of the period that this policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be cancelled





## Terms and Conditions applicable to all sections of the package

Combined Single Limit or Separate Limit: **Separate Limit**

Treatment of ALAE as respects Insurer's Specific Limit: **Within Limit**

Treatment of ALAE as respects Underlying Limit/Retention: **Within Limit**

<b>Clash Coverage:</b>	\$4,500,000 xs \$500,000
<b>Policy Form:</b>	<p>PESLIC Public Entity Package Policy Form and including but not limited to the following endorsements:</p> <ul style="list-style-type: none"> <li>• No Fault – Florida</li> <li>• Watercraft Liability Endorsement</li> <li>• Policy Amendatory Endorsement</li> <li>• Discrimination and Violation of Civil Rights Retroactive Exclusion</li> <li>• Sexual Harassment</li> <li>• Sexual Abuse</li> <li>• Inverse Condemnation- Defense Cost Only</li> <li>• Non-Monetary Damages- Defense Costs Only</li> <li>• Uninsured/Underinsured Motorists Liability Coverage, Pending on the ASSURED's rejection/acceptance</li> <li>• Mold and Fungus Exclusion Endorsement</li> <li>• Excess Loss Fund Protection Exclusion</li> <li>• Limited Longshoremen's and Harbor Workers Compensation Act</li> <li>• Prior Policy Basic Extended Reporting Period Exclusion</li> <li>• Excess Worker's Compensation and Employers Liability Amendatory Endorsement</li> <li>• Service of Process Endorsement</li> <li>• Terrorism Act Exclusion (if the insured chooses to reject terrorism) OR</li> <li>• Terrorism Act Coverage (if the insured chooses to accept terrorism) OR</li> <li>• Terrorism Act Coverage for WC only (if the insured chooses to accept only TRIPRA for WC)</li> </ul> <p>Note: A signed terrorism selection/rejection form must be submitted prior to being bound</p>
<b>Underwriting/ Claims</b>	<p><b><u>Claims Administration:</u></b></p> <p>The Insured and the Insurer have mutually agreed to <b>Johns Eastern</b> as Claim Administrators hereunder and it is understood and agreed that the Insured shall not make any changes in the Claims</p>



	Administration without the prior written approval of the Insurer prior to the implementation of any such changes.
<b>General Conditions:</b>	<p><b>Princeton Excess &amp; Surplus Lines Insurance Company / Great Lakes Reinsurance (UK) PLC</b> is a non-admitted carrier; producer must file Surplus Lines Taxes. Note that Surplus Lines Broker Name, Agency, full address and Broker License Number (SSN in Florida) must accompany ALL binder requests.</p> <p><b>Princeton Excess &amp; Surplus Lines Insurance Company</b> is not responsible for the determination of or the collection of or the remittance of statutorily required Excess and Surplus Lines Taxes or Excess and Surplus Lines Stamping Fees nor are such statutorily required taxes and fees included in our quoted premium.</p> <p>When an entity is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, there are various ways they can meet the proof of insurance requirements. In some states, the DMV (Department of Motor Vehicles) issues an Automobile ID card to the self-insurer showing the self-insurer as the carrier and their assigned self-insurance number as the policy number. In others, the self-insurer receives a memorandum of self-insurance that they carry in their vehicles as proof of insurance. Therefore, the excess insurance carrier providing insurance above the Financial Responsibility requirements should not be evidenced on the Automobile ID card. All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements should not issue Automobile ID cards showing the excess insurance carrier.</p> <p>An entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, including one that is exempt from the FR requirements, needs to contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.</p> <p><b><u>Value Added Services</u></b></p> <p>Munich Re America now offers access to a web-based platform designed specifically for Public Non-profit clients. Mycommunityworkplace.org provides harassment prevention, discrimination prevention, workplace ethics, and other training for all employees. Web-based articles from featured writers provide weekly information on health and wellness, safety, leadership, legal updates, and risk prevention techniques, including downloadable checklists for</p>



future use. Model policies and procedures and online human resource functions are available to you at no cost. Because Mycommunityworkplace.org is dynamic, our clients who use the website can manipulate the site to meet their specific needs.

### **Cancellation**

In the event of non-payment of premium by the ASSURED, the Company will give ten (10) days notice of cancellation in writing to the ASSURED and all coverage will terminate ten (10) days after the mailing of such notice. If the policy is cancelled, the earned premium is calculated pro rata.

The Company may elect to non-renew or cancel this policy at the anniversary or expiration date, upon written notice to the ASSURED, provided said notice is issued at least ninety (90) days prior to the anniversary or expiration date.

If the period of limitation relating to the giving of notice is prohibited or made void by any law, such period is amended to provide the minimum period of limitation permitted by such law.

The ASSURED shown on the Declarations Page may cancel this policy by giving thirty (30) days notice of cancellation in writing. If the ASSURED cancels, the earned premium is calculated in accordance with the short rate table and procedure

### **SUBJECTIVITIES:**

Non-compliance with subjectivities may result in changes in coverage offered or quoted premium.

1. All Terrorism Disclosure Notice(s) must be signed and returned to account underwriter **within 30 days of binder issuance.**
2. Standard UM/UIM Rejection/Acceptance forms required **PRIOR TO BINDING** without exception. Should coverage be accepted, an additional premium, to be determined, shall apply.
3. As respects to 15 seat passenger vans, please provide insured's policies and procedures as respect this exposure within 15 days of binding. If insured does not have existing policies and procedures, MRAM Loss Control Specialist will provide a recommended policy and procedure within 30 days of binding. The insured will have 60 days from receipt to

# CITY OF CORAL GABLES



	<p>implement similar or like kind policies and procedures.</p> <p>4. Confirm serial numbers of covered 21-60 passenger buses for policy endorsement.</p> <p>This Quote represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions.</p>			
<b>Premium</b>		<b><u>Option I</u></b>	<b><u>Option II</u></b>	<b><u>Option III</u></b>
	Premium	\$694,261.00	\$595,399.00	\$442,767.00
	TRIPRA- WC Only	\$4,770.00	\$4,770.00	\$2,862.00
	TRIPRA- Other than WC	\$7,759	\$5,284.00	\$5,284.00
	Total without assessments	\$706,790.00	\$605,453.00	\$450,913.00
	FCHFEA (1%)	\$7,067.90	\$6,054.53	\$4,509.13
	Total including assessments	\$713,857.90	\$611,507.53	\$455,422.13
<b>Claims Handling Instructions</b>	<p><b><u>Please report all your Package related claims immediately to your Third Party Administrator:</u></b></p> <p>Johns Eastern Co, Inc          Attention: Grant Stevenson          gstevenson@johnseastern.com          5190 NW 167<sup>th</sup> Street, Suite 220          Miami, FL 33014          305 625-4411 Ext 204 Telephone          305 624-6415 Fax</p>			

# CITY OF CORAL GABLES



## EXCESS LIABILITY

<b>Policy Term:</b>	05-01-09 to 05-01-10
<b>Insurer:</b>	Princeton Surplus Lines Insurance Company
<b>Business Covered:</b>	<b>General Liability – (GL)</b> Law Enforcement Liability (LEL) <b>Errors and Omissions – (EO)</b> Employment Practices Liability – (EPL) <b>Employee Benefit Liability – (EBL)</b> <b>Auto Liability – (AL)</b>
<b>Cancellation:</b>	<p>The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.</p> <p>The company may cancel this Policy at any time by sending to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or 60 days before the effective date of cancellation if we cancel for any other reason.</p> <p>We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date of cancellation.</p> <p>If cancellation is at the request of the first named insured, return premium will be computed at 90% of pro rata. If the company cancels return premium will be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first named insured listed in item 1 of the declarations for the account of all the named insureds. Notice of cancellation by the company to such first named insured will be deemed notice to all insured and payment of any return premium to such first named insured will be for the account of all interests.</p> <p>In the event that provisions of this condition conflict with any state law or regulation governing the cancellation of this policy, then such law or regulation shall prevail and this Policy is amended to conform with such law or regulation.</p>

# CITY OF CORAL GABLES



## Limits and Retentions:

**\$1M xs \$1M**

<u>Business Covered / Sub-Limits</u>	<u>Specific Limit</u>	<u>Annual Agg Limit</u>	<u>Underlying Retention</u>	<u>Coverage Trigger</u>	<u>Retroactive Date</u>
<b>GL</b>	\$1,000,000	\$2,000,000	\$1,000,000	Per Occ	
<b>LEI</b>	\$1,000,000	\$2,000,000	\$1,000,000	Per Occ	
Sublimits are part of, and not in addition to specific limit					
<b>EO</b>	\$1,000,000	\$1,000,000	\$1,000,000	Per Clm	02/13/1981
<b>EPL</b>	\$1,000,000	\$1,000,000	\$1,000,000	Per Clm	02/13/1981
Sublimits are part of, and not in addition to specific limit					
<b>FBI</b>	\$1,000,000	\$1,000,000	\$1,000,000	Per Clm	03/01/1998
<b>AL</b>	\$1,000,000	N/A	\$1,000,000	Per Occ	

Combined Single Limit or Separate Limit: **Combined Single Limit**

Treatment of ALAE as respects Insurer's Specific Limit: **Within Limit**

Treatment of ALAE as respects Underlying Limit/Retention: **Within Limit**

<b>Policy Form:</b>	<b>PESFG3000</b> <ul style="list-style-type: none"> <li>General Endorsement – 60 Days Notice of Cancellation</li> <li>Limits of Insurance Amendatory Endorsement</li> <li>Service of Process Endorsement</li> </ul>
<b>Underwriting/Claims:</b>	<b><u>Claims Administration:</u></b> The insured and the insurer have mutually agreed to Johns Eastern as claims administrator hereunder and it is understood and agreed that the insured shall not make any changes in the claims administration without the prior written approval of the insurer prior to the implementation of any such changes.

**General Conditions:**

The Princeton Excess & Surplus Lines Insurance Company is a non-admitted carrier; producer must file Surplus Lines Taxes. Note that Surplus Lines Broker Name, Agency, full address and Broker License Number (SSN in Florida) must accompany ALL binder requests.

The Princeton Excess & Surplus Lines Insurance Company is not responsible for the determination of or the collection of or the remittance of statutorily required Excess and Surplus Lines Taxes or Excess and Surplus Lines Stamping Fees nor are such statutorily required taxes and fees included in our quoted premium.

When an entity is self-insuring for limits that meet or exceed a state's financial responsibility requirements, there are various ways they can meet the proof of insurance requirements. In some states, the DMV (Department of Motor Vehicles) issues an Automobile ID card to the self-insurer showing the self-insurer as the carrier and their assigned self-insurance number as the policy number. In others, the self-insurer receives a memorandum of self-insurance that they carry in their vehicle as proof of insurance.

Therefore, the excess insurance carrier providing insurance above the financial responsibility requirements should not be evidenced on the automobile ID card. All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements should not issue automobile ID cards showing the excess insurance carrier.

An entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements, including one that is exempt from the FR requirements, needs to contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

All endorsements as expiring except revised Terrorism endorsement based on TRIPRA.

Munich Re America now offers access to a web-based platform designed specifically for Public Non-profit clients. Mycommunityworkplace.org provides harassment prevention, discrimination prevention, workplace ethics, and other training for all employees. Web-based articles from featured writers provide weekly information on health and wellness, safety,



leadership, legal updates, and risk prevention techniques, including downloadable checklists for future use. Model policies and procedures and online human resource functions are available to you at no cost. Because Mycommunityworkplace.org is dynamic, our clients who use the website can manipulate the site to meet their specific needs.

**SUBJECTIVITIES:**

Non-compliance with subjectivities may result in changes in coverage offered or quoted premium.

- All Terrorism Disclosure Notice(s) must be signed and are required **prior to binding** without exception
- Standard UM/UIM Rejection/Acceptance forms required **PRIOR TO BINDING** without exception. Should coverage be accepted, an additional premium, to be determined, shall apply.
- This Quote represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions.

**EXCLUSIONS:**

Same as the expiring Policy, including and not limited to the following:

- Amusement Devices Exclusion
- Exclusion of Injuries to Athletic Participants and Officials
- Failure to Supply - Utilities
- Pyrotechnics Exclusion
- Landfill and Disposal Site Liability Exclusion
- Bus Exclusion (Buses Operated by Independent Contractors)
- Employers Liability Exclusion
- Abuse or Molestation Exclusion
- Cancellation Date Amendment
- Limits of Insurance Amendatory Endorsement
- Failure to Effect Insurance Exclusion



# CITY OF CORAL GABLES



	<ul style="list-style-type: none"><li>• Cost Estimates and Failure to award contracts exclusions</li><li>• Service of Process</li><li>• Terrorism Act exclusion (if the insured chooses to reject terrorism) OR</li><li>• Terrorism Act Coverage (if the insured chooses to accept terrorism)</li></ul> <p>Note: A signed terrorism selection/rejection form must be submitted prior to coverage being bound</p> <p>Specific specimen exclusionary language provided upon request.</p>
<b>Premium:</b>	<p>\$100,755.00 Premium \$ 1,391.00 TRIA \$ 1,021.46 FCHFEA \$103,167.46 Total</p>
<b>Claims Handling Instructions</b>	<p><b><u>Please report all Excess Liability related claims immediately to your Third Party Administrator:</u></b></p> <p>Johns Eastern Co, Inc Attention: Grant Stevenson gstevenson@johnseastern.com 5190 NW 167<sup>th</sup> Street, Suite 220 Miami, FL 33014 305 625-4411 Ext 204 Telephone 305 624-6415 Fax</p>

# CITY OF CORAL GABLES



## EXCESS WORKERS' COMPENSATION

<b>Policy Period:</b>	05-01-09 to 05-01-10	
<b>Company:</b>	New York Marine & General Insurance Company	
<b>States Covered:</b>	Florida	
<b>Limit Coverage Part One: Workers' Compensation</b>	Statutory	Each Accident
<b>Limit Coverage Part Two: Employers Liability</b>	\$1,000,000 \$1,000,000	Each Accident Each Employee for Disease
<b>Self-insured Retention:</b>	<u>Option I</u> \$1,000,000 \$1,000,000  <u>Option II</u> \$500,000	Each Accident Disease, Each Employee  With a \$1,500,000 corridor deductible
<b>Rate:</b>	\$0.2070 per \$100 of Payroll	
<b>Estimated Payroll:</b>	\$60,422,979	
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Florida Public Entity Endorsement</li><li>• Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement</li><li>• Florida Voluntary Compensation and Employers Liability Coverage Endorsement</li><li>• Incidental Maritime Coverage</li></ul>	

# CITY OF CORAL GABLES



<b>Exclusions:</b>	<ul style="list-style-type: none"><li>• Punitive, exemplary or compensatory damages because of the insured's conduct, or the conduct of anyone acting for the insured for which the insured may be held responsible</li><li>• Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise, including any Department of labor second Injury Fund assessment</li><li>• Loss payable under the provisions of the Racketeer-Influenced and Corrupt Organizations Act.</li><li>• Claims arising out of radioactive contamination whether directly or indirectly</li></ul> <p>For a complete list of exclusions please see attached policy form</p>
<b>Subjectivities:</b>	<ol style="list-style-type: none"><li>1. Final premium will be at least and no less than the premium stated above</li><li>2. Full implementation of safety program and claims administrator, approved by NYMagic, throughout the policy period</li><li>3. Quote is valid until April 30,2009</li><li>4. Require completed excess application, signed by insured, including Federal ID number with excel formatted employee concentration for each location with street addresses/zip codes included.</li><li>5. Require copy of most recent audited financials and details regarding their safety/loss control program.</li><li>6. The Terrorism charge is calculated separately and not included in the total rate above, It is subject to adjustment at audit.</li><li>7. Applicable state endorsements plus other coverage additions/exclusions may apply. All other endorsements desired must be requested prior to binding and are subject to approval.</li><li>8. Five year loss runs with valuation date within 90 days of inception date of excess policy and without adverse development.</li></ol>

## CITY OF CORAL GABLES



<b>Minimum and Deposit Premium</b>	<b><u>Option I</u></b> \$153,528 Minimum Premium \$155,268 Total Premium  <b><u>Option II</u></b> \$125,099 Minimum Premium \$126,840 Total Premium
<b>Terrorism Premium</b>	\$1,740 (Included in above premium)
<b>Claims Handling Instructions</b>	<b><u>Please report all your Excess Workers Compensation related claims immediately to your Third Party Administrator:</u></b>  Johns Eastern Co, Inc Attention: Grant Stevenson gstevenson@johnseastern.com 5190 NW 167 <sup>th</sup> Street, Suite 220 Miami, FL 33014 305 625-4411 Ext 204 Telephone 305 624-6415 Fax



## CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

### FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

## SECTION 7

### Request for Proposal (RFP) No 2009.01.05

#### 7.0: PROPOSAL PRICING SCHEDULE

#### 7.1 PROPOSAL PRICING SCHEDULE FORM

Proposal Pricing Schedule Form shall be submitted in a separate sealed envelope, one (1) original and ten (10) copies, with the proposal on Thursday, January 22, 2009. Failure to provide all requested documentation in a sealed envelope may deem the proposal non-responsive. Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a separate sealed envelope may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

PROPOSERS NAME: Arthur J. Gallagher Risk Management Services, Inc.

CONTACT NAME / TITLE: Antonio B. Abella, Area Senior Vice President

SIGNATURE: *Abella* DATE: 01/22/09

ADDRESS: 2200 N. W. 41 Street, Suite 200, Miami, Florida 33166

TELEPHONE 305-592-6060 FACSIMILE 305-592-4049 EMAIL: Tony Abella SR@ajg.com

#### PROPOSAL PRICING SCHEDULE

This form shall be submitted in a separate sealed envelope, one (1) original and ten (10) copies. Failure to provide this form in a separate sealed envelope may deem the proposal non-responsive.

<u>Policy Group One (1)</u>	<u>Policy Price Two (2)</u>	<u>Policy Both Groups</u>
\$ <u>45,000</u>	\$ <u>125,000</u>	\$ <u>145,000</u>