

Insurance Proposal City of Ashland

Presented by Gordon Walden
3/26/2024

Risk Consulting for Businesses,
Employee Benefits and Individuals



AN EBSCO COMPANY

Team

Gordon Walden

Vice President

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Client Manager

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Kyle Sandlin

Vice President - Claims Management

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Premium Summary & Exposure Comparison

Named Insured: City of Ashland
Effective Date: 4/03/2024-4/03/2025

Description of Coverage	2024 Premium	2023 Premium
Commercial Property	\$20,716.00	\$16,333.00
Inland Marine	\$2,712.00	\$2,712.00
Crime	\$232.00	\$232.00
General Liability	\$15,067.00	\$13,955.00
Police Liability	\$19,500.00	\$13,000.00
Public Officials E&O	\$5,038.00	\$4,724.00
Business Automobile	\$16,473.00	\$15,850.00
Employee Benefits	\$539.00	\$539.00
Cyber Liability	\$2,782.50	\$3,180.00
Total Est. Premium	\$83,059.50	\$70,525.00

Billing:

Agency Bill – Annual Pay or premium finance.

AMIC - QUOTE DETAIL REPORT

Quoted By: Cara LeGrand

Date Quoted: 03/11/24

Agent Name: Valent Group

Member #: 242640

Effective Date: 04/03/2024

Policy #: 1007017758253

ExpirationDate: 04/03/2025

Insured Name: CITY OF ASHLAND

Participating Member: no

Address: P.O. BOX 849

First Dollar Defense: yes

ASHLAND, AL 36251

Coverage	One Year Premium	Three Year Premium
Property	\$19,210	\$18,833
Equipment Breakdown	\$1,921	\$1,883
Flood	\$0	\$0
Earthquake	\$0	\$0
Glass	\$0	\$0
Crime	\$237	\$232
Inland Marine	\$2,766	\$2,712
CGL	\$9,280	\$9,098
Police Liability	\$19,890	\$19,500
Public Officials E&O	\$5,139	\$5,038
Garagekeepers		
Cyber		
Automobile:		
Liability, Med Pay, DOC, Non-Owned	\$6,374	\$6,249
Hired Liability	\$17	\$17
Hired Physical Damage	\$0	\$0
UM	\$1,264	\$1,239
Comp (non-emergency)	\$1,858	\$1,822
Collision (non-emergency)	\$2,454	\$2,406
Comp (emergency)	\$2,040	\$2,000
Collision (emergency)	\$2,795	\$2,740
Employee Benefits \$5,000,000	\$550	\$539
Add'l Limits Liability 3000000	\$2,344	\$2,344
Add'l Limits Liability 4000000	\$1,875	\$1,875
Add'l Limits Liability 5000000	\$1,750	\$1,750
Total NonLiability Premium	\$33,281	\$32,628
Total Liability Premium	\$48,483	\$47,649
Grand Total	\$81,764	\$80,277

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Quoted By: Cara LeGrand Date Quoted: 03/11/24

Agent Name: Valent Group
 Member #: 242640
 Policy #: 1007017758253
 Name: CITY OF ASHLAND
 Address: P.O. BOX 849
ASHLAND, AL 36251

Effective Date: 04/03/2024
 Expiration Date: 04/03/2025
 Years Quoted: 3

PROPERTY Exp Mod: _____ Deductible: \$1,000
 Territory Codes: _____ Group 1: 3 Protection Class (other than PIO): 04
 Group 2: 1

Loc/Bldg	Address / Description	Const	Coverage Amount			Premium			Total
			Building	Contents	PIO	Building	Contents	PIO	
1 / 1	COMMUNITY BUILDING	MNC	1,557,360	12,467	0	1,892	36	0	1,928
2 / 1	RENTED TO DRUG COURT	JM	728,210	12,467	0	1,662	49	0	1,711
3 / 1	LIBRARY	F	597,400	60,352	0	1,591	177	0	1,768
3 / 2	STORM SHELTER	FR	19,128	0	0	13	0	0	13
4 / 1	RECREATION BUILDING	JM	421,086	0	0	1,134	0	0	1,134
5 / 1	RENTED TO DA'S OFFICE	F	486,160	0	0	1,090	0	0	1,090
6 / 1	FIRE DEPARTMENT	JM	586,639	12,467	0	1,339	49	0	1,388
7 / 2	T BALL FENCE	LPME	0	0	16,774	0	0	15	15
7 / 3	LITTLE LEAGUE FENCE	LPME	0	0	20,737	0	0	18	18
8 / 1	TENNIS COURT FENCE	LPME	0	0	26,994	0	0	24	24
9 / 1	CONCESSION STAND/WESTSIDE	F	28,590	0	0	146	0	0	146
9 / 2	FENCE	LPME	0	0	16,960	0	0	15	15
10 / 1	AWNINGS	LPME	0	0	331,338	0	0	557	557
11 / 1	FENCE	LPME	0	0	20,737	0	0	18	18
11 / 2	CONCESSION STAND	F	50,000	0	0	255	0	0	255
13 / 1	MAINTENANCE BUILDING	NC	484,799	0	0	1,009	0	0	1,009
13 / 2	FENCE	LPME	0	0	11,618	0	0	10	10
14 / 1	EQUIPMENT STORAGE	NC	385,276	0	0	902	0	0	902
16 / 1	PIGGLY WIGGLY LOSS OF TAX	JM	0	0	0	153,024	0	0	349
17 / 1	CONCESSION/RESTROOMS	JM	262,367	7,131	0	706	43	0	749
Totals									

Blanket Coverage Amount: _____
 Blanket Rate: _____
 EQUIPMENT BREAKDOWN PREMIUM AMOUNT (if applicable): _____

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ASHLAND, AL 36251

Effective Date: 04/03/2024
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Years Quoted: 3

PROPERTY

Exp Mod: _____ Deductible: \$1,000
 Territory Codes: _____ Group 1: 3 Protection Class (other than PIO): 04
 Group 2: 1

Loc/Bldg	Address / Description	Const	Coverage Amount				Premium							
			Building	Contents	PIO	B/EE/LOTR	Total	Building	Contents	PIO	B/EE/LOTR	Total		
17 / 2	FIELD LIGHTS	LPME	0	0	24,953		0	0	22	24,953	0	0	22	22
17 / 3	PRESS BOX	JM	49,832	7,131	0		134	43	0	56,963	0	0	0	177
17 / 4	FENCE/HANDRAILS	LPME	0	0	28,516		0	0	25	28,516	0	0	25	25
18 / 1	HS BASEBALL FENCE	LPME	0	0	17,109		0	0	15	17,109	0	0	15	15
18 / 2	(2) DUGOUTS	JM	52,325	0	0		141	0	0	52,325	141	0	0	141
18 / 3	LIGHTS	LPME	0	0	21,386		0	0	18	21,386	0	0	18	18
18 / 4	POLE SHED	F	35,298	0	0		87	0	0	35,298	87	0	0	87
18 / 5	PRESS BOX.CONCESSION	JM	14,257	0	0		38	0	0	14,257	38	0	0	38
18 / 6	RESTROOMS	F	15,883	0	0		81	0	0	15,883	81	0	0	81
19 / 1	HS SOFTBALL FENCE	LPME	0	0	25,665		0	0	22	25,665	0	0	22	22
19 / 2	(2) DUGOUTS	F	10,588	0	0		54	0	0	10,588	54	0	0	54
19 / 3	LIGHTS/SCOREBOARD	LPME	0	0	14,257		0	0	24	14,257	0	0	24	24
19 / 4	RESTROOMS	F	33,884	0	0		173	0	0	33,884	173	0	0	173
19 / 5	CONCESSION/PRESS BOX	F	9,533	0	0		49	0	0	9,533	49	0	0	49
19 / 6	STORAGE SHED	NC	7,474	0	0		16	0	0	7,474	16	0	0	16
19 / 7	FENCE	LPME	0	0	21,386		0	0	19	21,386	0	0	19	19
20 / 1	BLANKET LOSS OF BUSINESS	JM	0	0	0		0	0	0	26,639	0	0	0	61
21 / 1	NEW CITY HALL	MNC	3,647,230	55,329	0		3,774	99	0	3,702,559	3,774	99	0	3,873
22 / 1	VACANT BUILDING	JM	367,710	0	0		839	0	0	367,710	839	0	0	839
	Totals		9,851,029	167,344	598,430		17,126	495	802	10,796,466	17,126	495	802	18,833

Blanket Coverage Amount: 10,796,466

Blanket Rate: _____

EQUIPMENT BREAKDOWN PREMIUM AMOUNT (if applicable): 1,883

AMIC - QUOTE DETAIL REPORT
Inland Marine

Quoted By: Cara LeGrand
Date Quoted: 03/11/24

Agent Name: Valent Group

Member #: 242640

Policy #: 1007017758253

Name: CITY OF ASHLAND

Effective Date: 04/03/2024

ExpirationDate: 04/03/2025

Subline	Class	Item #	Amount of Coverage	Description	Deductible	One Yr Premium	3 Yr Premium
08	Contractors Equipment	3	29,500	1999 FORD NEW HOLLAND S#826812	\$1,000	\$253	\$248
08	Contractors Equipment	4	35,924	2005 ALAMO A-BOOM S#06330	\$1,000	\$308	\$302
08	Contractors Equipment	5	31,635	2007 KUBOTA M9540DTC TRACTOR S	\$1,000	\$271	\$266
08	Contractors Equipment	6	46,803	2015 JOHN DEERE TRACTOR #49499	\$1,000	\$401	\$393
08	Contractors Equipment	7	7,485	2015 JOHN DEERE STANDARD LOADE	\$1,000	\$64	\$63
08	Contractors Equipment	8	3,448	2015 JOHN DEERE LIFT TYPE ROTA	\$1,000	\$30	\$29
08	Contractors Equipment	9	3,458	2015 FRONTIER ROOT GRAPPLE AV2	\$1,000	\$30	\$29
08	Contractors Equipment	10	10,061	2016 JOHN DEERE GATOR #1M0625G	\$1,000	\$86	\$84
08	Contractors Equipment	13	8,600	2017 EXMARK LAZER Z-SERIES #40	\$1,000	\$73	\$72
08	Contractors Equipment	14	88,710	2020 JOHN DEERE BACKHOE LOADER	\$1,000	\$760	\$745
08	Contractors Equipment	15	10,000	EXMARK LASERZ S60" ZERO TURN M	\$1,000	\$86	\$84
08	Contractors Equipment	16	10,000	EXMARK 60" MOWER S#408691317	\$1,000	\$86	\$84
08	Contractors Equipment	17	10,000	EXMARK 60" MOWER S#408691309	\$1,000	\$86	\$84
08	Contractors Equipment	18	13,767	EXMARK 60" MOWER & BAGGER S#41	\$1,000	\$118	\$116
08	Contractors Equipment	19	13,500	SCAG CHEETAH II S#T5501715	\$1,000	\$115	\$113
	*Class Subtotal		322,891			\$2,766	\$2,712
	*Subline Subtotal		322,891			\$2,766	\$2,712
Grand Total			322,891			\$2,766	\$2,712

AMIC - QUOTE DETAIL REPORT

Quoted By: Cara LeGrand
 Date Quoted: 03/11/24

Agent Name: Valent Group
 Member #: 242640
 Policy #: 1007017758253
 Name: CITY OF ASHLAND

Effective Date: 04/03/2024
 ExpirationDate: 04/03/2025

CRIME

Form	Description	Limit	Deductible	One Yr Premium	3 Yr Premium
O	Public Employee Dishonesty Coverage	\$25,000	\$500	\$237	\$232
Totals				\$237	\$232

AMIC - QUOTE DETAIL REPORT
LIABILITY

Effective Date: 04/03/2024
ExpirationDate 04/03/2025

Agent Name: Valent Group
Member #: 242640
Policy #: 1007017758253
Name: CITY OF ASHLAND

Quoted By: Cara LeGrand
Date Quoted: 03/11/24
Liability Limit: \$5,000,000

Line of Business	Class	Description	Exposure		Deductible	One Yr Premium	Three Yr Premium
			Type	Value			
CGL	44100	Gov't Sub 0-2,500	Expenditures	1,681,768	\$1,000	\$8,820	\$8,647
	44101	Gov't Sub 2,500-10M	Expenditures				
	44102	Gov't Sub 10,001-25M	Expenditures				
	44103	Gov't Sub 25,001-100M	Expenditures				
	46700	Penal Inst. <5,500 sp ft	Flat Charge				
	46701	Penal Inst. 5,501> sq ft	Per Sq Foot				
	48727	Streets and Roads	Per Mile	27			
	95305	Gas Department	Payroll				
	92445	Electric Department	Payroll				
	99943	Water and/Or Sewer Department	Payroll				
	99944	Water Department	Payroll				
	99945	Sewer Department	Payroll				
	99950	Failure to Supply	10% of utilities				
	99951	Co-Volunteer Liability	Per Firemen				
	99952	Boat Liability	Per Boat				
	99953	Cable	Per Mile				
	99954	Dwelling/Mobile Home Liability	Each Unit				
	99960	Vacant Land	Each Unit				
	99970	Garbage Collection	Payroll				
	99971	Garbage Dumps	Per Garbage Dump				
	99999	All Other					
	99999	All Other					
Total						\$9,280	\$9,098
Police Liability	Class A		# Police	13	\$5,000	\$19,890	\$19,500
	Class B		# Police				
	Jails		# Police				
	Co-Volunteer		# Volunteers				
	Police Dogs		# Dogs				
Total						\$19,890	\$19,500
Public Officials E&O	99975	Public Officials	CGL Prem *	39,469	\$5,000	\$5,139	\$5,038
	99976	Gas Utility	Gas CGL Prem				
	99977	Electric Utility	Electric CGL Prem				
	99978	Water / Sewer Utility	Water / Sewer CGL Prem				
	99981	Water Utility	Water CGL Prem				
	99982	Sewer Utility	Sewer CGL Prem				
Total						\$5,139	\$5,038
Grand Total						\$34,309	\$33,636

*excl utility premium

AMIC - QUOTE DETAIL REPORT
 Increased Limits of Liability & Employee Benefits

Quoted By: Cara LeGrand
 Date Quoted: 03/11/24

Agent Name: Valent Group
 Member #: 242640
 Policy #: 1007017758253

Name: CITY OF ASHLAND

Effective Date: 04/03/2024
 ExpirationDate: 04/03/2025

Increased Limits of Liability:		
Limit Amount	Premium One Year	Premium Three Year
1,000,000	\$0	\$0
2,000,000		
3,000,000	\$2,344	\$2,344
4,000,000	\$1,875	\$1,875
5,000,000	\$1,750	\$1,750
6,000,000	\$0	\$0
7,000,000	\$0	\$0
8,000,000	\$0	\$0
9,000,000	\$0	\$0
10,000,000	\$0	\$0

Employee Benefits:		
# Employees	38	
Limit Amount	Premium One Year	Premium Three Year
1,000,000		
2,000,000		
3,000,000		
4,000,000		
5,000,000	\$550	\$539
6,000,000		
7,000,000		
8,000,000		
9,000,000		
10,000,000		

Cyber Liability	One Year Premium	Three Year Premium	Extended Reporting	Deductible

Garagekeepers:		One Year Premium		Three Year Premium	
Location #	Address	Comp	Collision	Comp	Collision
Totals		\$0	\$0	\$0	\$0

AMIC - QUOTE DETAIL REPORT
AUTOMOBILE

Quoted By: Cara LeGrand
Date Quoted: 03/11/24

Agent Name: Valent Group
Member #: 242640
Policy #: 1007017758253
Name: CITY OF ASHLAND

Liability Limits: \$5,000,000
Med Pay Limits: \$10,000
UM Limit: 25/50
Liability Deductible: None

Effective Date: 04/03/2024
Expiration Date: 04/03/2025

Territory Code: 29 3 Year Quote

Item #	Year	Make	Model	VIN	Department	Liability Premium		Phys Damage Ded		Phys Damage Premium		Total Prem
						Liability	Med Pay	UM	Total	Comp	Collision	
1	1994	CHEVROLET	C1500 PICKUP	5071	Maintenance De	\$200	\$37	\$59	\$296	\$0	\$0	\$296
2	1994	CHEVROLET	CC20903 PICKUP	7889	Maintenance De	\$200	\$37	\$59	\$296	\$0	\$0	\$296
4	2007	CHEVROLET	CK2500 PICKUP	5428	Maintenance De	\$200	\$37	\$59	\$296	\$108	\$154	\$558
5	2005	CHEVROLET	TAHOE	5385	Senior Citizen	\$200	\$37	\$59	\$296	\$108	\$154	\$558
6	1993	GMC	TOPKICK SINGLE A	0806	Maintenance De	\$190	\$37	\$59	\$286	\$0	\$0	\$286
9	2011	CHEVROLET	SILVERADO	9261	Maintenance De	\$200	\$37	\$59	\$296	\$143	\$198	\$637
10	2011	FORD	VAN	8454	Senior Citizen	\$239	\$37	\$59	\$335	\$211	\$203	\$749
11	2006	INTERNATI	4300 BUCKET TRUC	4914	Maintenance De	\$265	\$37	\$59	\$361	\$143	\$198	\$702
12	2012	DODGE	RAM 2500 PICKUP	0647	Maintenance De	\$200	\$37	\$59	\$296	\$211	\$289	\$796
13	2015	CHEVROLET	TAHOE	1052	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
14	2015	CHEVROLET	TAHOE	3256	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
15	2017	CHEVROLET	TAHOE	5493	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
16	2017	CHEVROLET	TAHOE	0253	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
18	2019	INTERNATI	MV607 LIMB TRUCK	4358	Maintenance De	\$265	\$37	\$59	\$361	\$687	\$921	\$1,969
19	2019	CHEVROLET	SILVERADO 1500	1450	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
20	2020	CHEVROLET	TAHOE	7015	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
21	2021	CHEVROLET	SILVERADO	9860	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
22	2021	CHEVROLET	1500	6479	Maintenance De	\$200	\$37	\$59	\$296	\$211	\$289	\$796
23	2022	CHEVROLET	SILVERADO 1500	9315	Police Dept	\$307	\$37	\$59	\$403	\$200	\$274	\$877
Totals									On last page			On last page

Coverage	Emergency Vehicles	All Other Vehicles	Total
Comp Collision	\$2,000	\$1,822	\$3,822
	\$2,740	\$2,406	\$5,146

Coverage	Premium
Driver Other Car	0

Coverage	# Employees	Premium
Hired Auto	38	43
Non-Owned Auto	38	17

Coverage	Premium
Hired Physical Damage	0

Total Auto Premium: \$16,473

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AUTOMOBILE

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Member #: 242640
Policy #: 1007017758253
Name: CITY OF ASHLAND

Liability Limits: \$5,000,000
Med Pay Limits: \$10,000
UM Limit: 25/50
Liability Deductible: None

Effective Date: 04/03/2024
Expiration Date: 04/03/2025
Territory Code: 29

3 Year Quote

Item #	Year	Make	Model	VIN	Department	Liability Premium			Phys Damage Ded		Phys Damage Premium		Total Prem	
						Liability	Med Pay	UM	Total	Comp	Collision	Comp		Collision
25	2023	CHEVROLET	TAHOE	9556	Police Dept	\$307	\$37	\$59	\$403	\$500	\$200	\$274	\$474	\$877
26	2020	CHEVROLET	TAHOE	5807	Police Dept	\$307	\$37	\$59	\$403	\$500	\$200	\$274	\$474	\$877
Totals						\$5,429	\$777	\$1,239	\$7,445	\$3,822	\$5,146	\$8,968	\$16,413	

Coverage	Emergency Vehicles	All Other Vehicles	Total
Comp Collision	\$2,000	\$1,822	\$3,822
	\$2,740	\$2,406	\$5,146

Coverage	Premium
Driver Other Car	0

Coverage	# Employees	Premium
Hired Auto	38	43
Non-Owned Auto	38	17

Coverage	Premium
Hired Physical Damage	0

Total Auto Premium: \$16,473

General Information

Quote Number	LC076CYLA240 - 1
Date of Issue	18 March 2024
Named Insured	City of Ashland
Address	83183 Highway 9 Ashland, AL 36251
Business Operations	Public Entities - Municipality and Local Government
Gross Revenue	3,600,000
Broker Name	Valent Group (Bay Minette, AL).

Premium Summary

POLICY LIMIT OPTIONS	OPTION 1
Limit of Liability	\$1,000,000
Deductible	\$2,500
Premium	\$2,125.00
Service Fee	\$500.00
Surplus Lines Tax	\$157.50
Surplus Lines Stamping Fee	\$0.00
Other State/Municipality Tax	\$0.00
Total Due from Client	\$2,782.50
Commission @	16.00%

Please be advised this quotation is for surplus lines coverage. Compliance with applicable laws and payment of taxes and fees is the responsibility of the Insured, Insurance Agent, or Insurance Broker and Evolve Cyber Insurance Services, LLC ("Evolve"). Upon binding of this account, we must receive a signed application from the Insured. Subject to the terms and conditions contained herein, Evolve agrees to issue to the above Named Insured the quotation for insurance coverage as presented and ordered.

Quote Details

Legal Action:	Worldwide	Territorial Scope:	Worldwide
Reputation Harm Period:	12 Months	Restoration Period:	12 Months
		Waiting Period:	6 Hours
Retroactive Date:	Full Prior Acts	Continuity Date:	03 April 2023
Policy Period:	12 Months	Wording:	NexGen Cyber (2.0)
Carrier:	Underwritten by Nexus Specialty Inc on behalf of certain Underwriters at Lloyd's, London, under Binding Authority Unique Market Reference B1820WLS23D217		
AM Best Rating:	Lloyd's of London: A (Excellent)		
Underwriter:	Evan Konrad		
Subjectivities:	<p>Prior to Binding: Confirmation your organization requires a call back procedure to initiate payment to a new bank account or to change banking details for an existing bank account.</p> <p>Prior to Binding: Confirmation MFA is enabled for all business email accounts.</p> <p>Prior to Binding: Confirmation MFA is enabled for all administrator access and privileged user accounts (e.g., IT admin accounts)</p>		
Endorsements:	PCL-00074 Evolve Amendatory Endorsement		



Cyber Insurance Quote

	PCL-00109 Disclosure Pursuant To Terrorism Risk Insurance Act PCL-00110 Cap On Losses From Certified Acts Of Terrorism Endorsement Alabama Surplus Lines Notice - LMA9022 Alabama Written Disclosure Statement - LMA9023
Optional Extended Reporting Period:	1 Year for 100% of Applicable Annualized Premium

Coverage & Limit Schedule

Insuring Agreements A, B, and C are subject to an Each and Every Claim Limit unless otherwise amended via endorsement. Insuring Agreements D, E, F, and G are subject to an Aggregate Limit, including *Defense Expenses*. The Deductible applies to Each and Every Claim on all Insuring Agreements.

INSURING AGREEMENT A: CYBER CRIME	LIMIT	DEDUCTIBLE
Section 1. Cyber Extortion	\$1,000,000	\$2,500
Section 2. Social Engineering	\$250,000	\$2,500
Section 3. Invoice Manipulation & Impersonation Fraud	\$50,000	\$2,500
Section 4. Electronic Theft of Third Party Funds	\$250,000	\$2,500
Section 5. Executive Financial Loss	\$250,000	\$2,500
Section 6. Telephone Fraud	\$250,000	\$2,500
Section 7. Service Fraud	\$250,000	\$2,500
Section 8. Business Identity Fraud	\$250,000	\$2,500
INSURING AGREEMENT B: BREACH RESPONSE (Stand-Alone Tower Mirroring Policy Limit, unless otherwise amended via endorsement)		
Section 1. 24/7 Hotline and Breach Coach	\$1,000,000	\$0
Section 2. Legal Breach Advice Costs	\$1,000,000	\$2,500
Section 3. Forensic Costs	\$1,000,000	\$2,500
Section 4. Notification and ID Monitoring Costs	\$1,000,000	\$2,500
Section 5. Third Party Notification and ID Monitoring Costs	\$1,000,000	\$2,500
Section 6. Public Relations and Crisis Management Cost	\$1,000,000	\$2,500
Section 7. Information Security Assessment Costs Subject to a maximum of 10% of all sums we have paid as a direct result of a <i>Network Event Or Data Event</i> .	\$50,000	\$0
INSURING AGREEMENT C: SYSTEM RESTORATION COSTS AND BUSINESS INCOME LOSS		
Section 1. System Restoration	\$1,000,000	\$2,500
Section 2. Business Income Loss and Extra Expense In respect of System Failure , sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$2,500
Section 3. Supplemental Extra Expense	\$100,000	\$2,500
Section 4. Contingent Business Income Loss In respect of System Failure , sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$2,500
Section 5. Reputational Loss	\$1,000,000	\$2,500
Section 6. Bricking	\$1,000,000	\$2,500
Section 7. Forensic Accounting Costs	\$25,000	\$0
INSURING AGREEMENT D: CYBER LIABILITY		
Section 1. Network Security Liability	\$1,000,000	\$2,500
Section 2. Privacy Liability	\$1,000,000	\$2,500
Section 3. Regulatory Penalties	\$1,000,000	\$2,500
Section 4. Payment Card Industry Liability	\$1,000,000	\$2,500
INSURING AGREEMENT E: MEDIA LIABILITY		
Section 1. Media Wrongful Acts	\$1,000,000	\$2,500
Section 2. Intellectual Property Infringement Wrongful Acts	\$1,000,000	\$2,500
INSURING AGREEMENT F: ATTENDANCE EXPENSES	\$100,000	\$0

PCL-00074 | EVOLVE AMENDATORY ENDORSEMENT

Attached to Policy Number: LC076CYLA240
 Named Insured: City of Ashland
 Effective Date: 04/03/2024

It is understood and agreed that the following amendments are made to the Declarations page:

9. Criminal Reward Expenses is added to Insuring Agreement A. Cyber Crime in the Declarations:

9. Criminal Reward Expenses

Aggregate Limit of Liability: USD50,000
 Deductible: \$2,500

5. Contingent Bodily Injury Expenses and 6. HIPAA Corrective Action Plan Expenses are added to Insuring Agreement D. Cyber Liability in the Declarations:

5. Contingent Bodily Injury Expenses

Aggregate Limit of Liability: USD250,000
 Deductible: \$2,500

6. HIPAA Corrective Action Plan Expenses

Aggregate Limit of Liability: USD50,000
 Deductible: \$2,500

It is further understood and agreed that the following amendments are made to the Policy:

The following is added to Insuring Agreement A. Cyber Crime:

9. Criminal Reward Expenses

We agree to reimburse the **Insured** any reasonable sums necessarily incurred with **Our** prior written agreement to pay any person or organization, other than:

1. Any internal or external auditor of the **Insured**; or
2. Any organization or individual who manages or supervises the individuals stated in 1. above;

for information not otherwise available, which directly results in the arrest and conviction of any person or organization who commits an illegal act directly relating to a claim covered under Insuring Agreement A, B, C, or D.

The following is added to Insuring Agreement D. Cyber Liability:

5. Contingent Bodily Injury Expenses

We agree to pay **Damages** and **Defense Expenses**, which the **Insured** become legally required to pay as a result of a **Claim** against the **Insured** arising out of **Bodily Injury** caused from a **Network Event** affecting the **Insured's Computer Systems** first discovered by the **Insured** during the **Policy**

Period.

However, **We** will not make any payment under **5. Contingent Bodily Injury Expenses** for which the **Insured** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

6. HIPAA Corrective Action Plan Expenses

We agree to pay on the **Insured's** behalf reasonable and necessary fees and expenses incurred by the **Insured** with **Our** prior written consent in order to meet any of the following requirements specified within a Health Insurance Portability and Accountability Act of 1996 (HIPAA) corrective action plan agreed by the **Insured** with the Office of Civil Rights, as the direct result of a **Network Event** or a **Data Event** first discovered by the **Insured** during the **Policy Period**, including the costs to:

1. Develop a HIPAA compliant information security document set;
2. Complete an information security risk assessment;
3. Implement a security awareness training program; or
4. Complete a HIPAA compliance audit;

The following definition is added:

Bodily Injury means death, bodily injury, mental injury, illness or disease.

Exclusion D. Bodily Injury is deleted in its entirety and replaced with the following:

D. Bodily Injury, including physical injury, disease, or death, however, this exclusion will not apply to:

1. Insuring Agreements D.1. Network Security Liability, D.2. Privacy Liability, and E. Media Liability for any **Claim** directly resulting from emotional distress or mental anguish; or
2. Insuring Agreement D.5. Contingent Bodily Injury Expenses.

SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

PCL-00109 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Attached to Policy Number: LC076CYLA240
Named Insured: City of Ashland
Effective Date: 04/03/2024

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

- A. In accordance with the Terrorism Risk Insurance Act, the Underwriter is required to provide the Insured with a notice disclosing the premium, if any, attributable to coverage for Certified Acts of Terrorism. The premium attributable to such coverage is \$0.
- B. If coverage is provided by the Coverage Section(s) identified above for losses resulting from **Certified Acts of Terrorism**, such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.
- C. If aggregate insured losses attributable to **Certified Acts of Terrorism** exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- D. For the purposes of this endorsement, the DEFINITIONS Section of the Coverage Section identified above is amended to include the following terms:

Certified Act of Terrorism means that an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Federal Terrorism Risk Insurance Act ("the Act"), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a **Certified Act of Terrorism** include the following:

the act resulted in insured losses in excess of \$5M million in the aggregate, attributable to all types of insurance subject to the Act;

the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

PCL-00110 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

Attached to Policy Number: LC076CYLA240
Named Insured: City of Ashland
Effective Date: 04/03/2024

In consideration of the premium charged:

- A. If aggregate insured losses attributable to **Certified Acts of Terrorism** exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. For the purposes of this endorsement, the DEFINITIONS Section of the Coverage Section identified above is amended to include the following terms:

Certified Act of Terrorism means that an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Federal Terrorism Risk Insurance Act ("the Act"), to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a **Certified Act of Terrorism** include the following:

- a. the act resulted in insured losses in excess of \$5M million in the aggregate, attributable to all types of insurance subject to the Act;
- b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY



ALABAMA WRITTEN DISCLOSURE STATEMENT

STATEMENT OF INSURED(S) ON POLICIES ISSUED UNDER THE ALABAMA SURPLUS LINES INSURANCE LAW

Surplus Line Insurer: _____

Insured(s): _____

Policy number: _____ Policy issue date: _____

The undersigned insured(s) understand that the insurance coverage provided by the above-described policy is written by an insurer that is not authorized (licensed) by the Alabama Department of Insurance and that the Department of Insurance does not have any authority over the policy forms used or the premiums charged by this insurance company. The undersigned insured(s) further understand that no Alabama insurance guaranty fund protection exists in the event this insurance company becomes insolvent and that, in the event of insolvency, there is no guarantee a claim will be fully covered.

With these understandings, the undersigned insured(s) consent that the coverage be placed through an unauthorized insurer.

Insured _____ Surplus Line Broker _____

Print Insured name: _____ Alabama Broker License: _____

Date: _____

Insured _____

Print insured name: _____

Date: _____

LMA9023

01 September 2013

Disclosures

Proposal

Valent Group™ thanks you for the opportunity to provide a proposal for your insurance and risk management program. This proposal is a general and summarized overview, based on information you provided. Insurance is not designed to cover all claims or losses. Please refer to the policies for complete terms, conditions, limitations, definitions, and exclusions. Let us know if you want to review specimen copies of the policies before binding coverage.

If you are aware of other areas of potential exposure or additional information we should know, please bring it to our attention before binding coverage. Should any of your exposures change, such as beginning new operations, hiring employees in new states, buying additional property, etc., please notify us immediately so proper coverage(s) can be discussed. Keep in mind higher limits and optional coverages may be available. Let us know if you would like a quote.

Client Contracts

At your request, Valent Group will review the insurance requirements in contracts you enter into with others. The scope of our review is to determine if the current insurance program placed through Valent Group addresses the types and amounts of insurance coverage referenced by the contract. Valent Group is not providing legal advice or a legal opinion concerning any portion of the contract.

Additional Insureds

Endorsing your policy to add additional insureds does not increase the limits of liability, it adds others with whom you have agreed by contract to share your limits. The contract or agreement must be executed prior to any loss for coverage to be considered.

Claims Made Liability Policies

Certain types of Liability policies are written on a “claims made” basis. This means coverage under that policy will only apply to claims which are reported during the policy period (and/or extended reporting period, if applicable), for acts arising after the retro-active date, subject to the policy provisions.

When changing carriers, renewing or discontinuing claims made policies, you must advise and discuss any potential claims with Valent Group before making the change. Please notify Valent Group immediately of any claim or potential claim identified during the policy period, as this may impact your ability to tender the claim subject to the policy provisions.

Non-Admitted Insurance Company

An insurance company is referred to as non-admitted when it is not licensed or regulated by the particular state in which it is doing business. As a result, non-admitted companies do not have the benefit of having its claims resolved in the event of a bankruptcy. Likewise, policyholders will not have relief from the State Guaranty Fund in the event of a company’s bankruptcy. However, non-admitted companies have much more pricing flexibility, as they do not have to submit their rates to the individual states for review, and may take on higher-risk policyholders. Taxes and fees are collected in addition to the premium on policies issued by non-admitted insurance companies.

Disclosures

A.M. Best's Ratings

Valent Group refers to Best's Insurance Reports for comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages. Valent Group includes the Best's rating for each proposed insurance company. A summary of the Financial Strength Rating Scale and Financial Size Categories are shown below.

Financial Strength Rating Scale					
A++, A+ : Superior		B, B- : Fair		D : Poor	
A, A- : Excellent		C++, C+ : Marginal		F : Under Regulatory Supervision	
B++, B+ : Very Good		C, C- : Weak		R : In Liquidation	
				S : Rating Suspended	
Financial Size Categories (in \$000 of Reported Policyholders' Surplus 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				

Non-Admitted Insurance Company

An insurance company is referred to as non-admitted when it is not licensed or regulated by the particular state in which it is doing business. As a result, non-admitted companies do not have the benefit of having its claims resolved in the event of a bankruptcy. Likewise, policyholders will not have relief from the State Guaranty Fund in the event of a company's bankruptcy. However, non-admitted companies have much more pricing flexibility, as they do not have to submit their rates to the individual states for review, and may take on higher-risk policyholders. Taxes and fees are collected in addition to the premium on policies issued by non-admitted insurance companies.

Collection Disclosure

The Financial Summary provided in this proposal includes the payment methods available from each insurance company. Regardless of the payment methods, your insurance coverage will be in jeopardy of cancellation if payment is not received before the due date.

Direct, or Company billing means you will receive invoices directly from, and remit payment to, the insurance company. Many companies offer electronic payment and credit card payments that may be scheduled in advance. If direct billing is not available, you may prefer to finance the premium. The finance company will pay the insurance company in full and set up a payment plan with you. Valent Group can provide you with quotes from a Premium Finance company.

Agency billing means you will receive invoices from, and remit payment to, the agency. Valent Group will remit the premium to the insurance company on your behalf. Valent Group will not advance premium to the insurance company.

Disclosures

Compensation Disclosure (Including New York Regulation 194 Disclosure)

Valent Group is an insurance producer domiciled in the State of Alabama and licensed to sell insurance in additional states (including New York). Our licensed insurance producers are authorized by law to confer with you regarding the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role in any particular insurance transaction typically involves one or more of these activities.

Except in cases where Valent Group has a specific fee agreement to receive compensation from a client, we customarily receive compensation from insurance companies for our professional services in the form of commission, which normally consists of percentage of the premium collected by the insurance company. Valent Group may also receive additional compensation, under agreements with one or more insurance companies and/or insurance intermediaries, in the form of commission overrides or based on some combination of volume, profitability or other factors.

At your request we will be pleased to provide you with information about compensation expected to be received by Valent Group based in whole or in part on the sale of insurance to you and (if applicable) compensation expected to be received by us based in whole or in part on any alternative quotes presented to you by Valent Group.

Authorization to Bind

To: Valent Group

RE: City of Ashland

	Accept	Reject	Accept Terrorism	Reject Terrorism
Commercial Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Officials E&O	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Automobile	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Benefits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please have a binder(s) issued and your invoice prepared for the agreed upon coverages at your earliest convenience.

I understand that by binding coverage I am aware of and agreeing to pay the minimum premium charges, fees and taxes associated with these coverages and that all premiums are estimated. Coverage subject to policy rules, terms, conditions and exclusions. In the event of conflict between the proposal and the policy, the policy will govern in all cases.

Client Signature

Date