

CLEVELAND PUBLIC LIBRARY

Finance Committee

September 17, 2024

**RESOLUTION TO RATIFY AND APPROVE THE PURCHASE OF INSURANCE
COVERAGE FOR POLICIES EFFECTIVE AUGUST 1, 2024**

WHEREAS, On July 21, 2022, the Board of Library Trustees authorized the renewal of the insurance packages stated within the Resolution for four, one-year renewal periods commencing on August 1, 2023, provided that terms, conditions, and pricing remain comparable to the current programs and consistent with then-current market conditions; and

WHEREAS, On June 18, 2024, the Board of Library Trustees authorized the Executive Director to make the final determination to accept the insurance package that provides the best coverage for the lowest overall cost, for a total annual premium for all policies not to exceed \$714,379, and the coverage purchased would be presented for ratification by the Board of Library Trustees at their next regularly scheduled meeting; and

WHEREAS, The 2024 renewal premiums are as follows:

Coverage	Expiring Premium	Agency/Carrier	Renewal
Property, including Boiler & Machinery	\$335,007	McGowan & Co., Inc /Affiliated FM Insurance Company (Incumbent)	\$368,011
Fine Arts	\$2,805	McGowan & Co., Inc /Travelers Insurance Company (Incumbent)	\$16,711 (Higher premium is result of add'l rare books added to schedule)
General Liability, including Employee Benefits Liability, Ohio Employer's Liability, Abuse/Molestation, Law Enforcement, Commercial Auto, and \$10M Excess Liability	\$167,281	McGowan & Co., Inc /Munich Re Specialty Insurance Company	\$145,546

EXHIBIT 3

Coverage	Expiring Premium	Agency/Carrier	Renewal
Crime	\$10,133	McGowan & Co., Inc /Travelers Insurance Company (Incumbent)	\$19,252 (Price reflects 2-year renewal term)
Cyber Liability	\$28,423.60	McGowan & Co., Inc / Coalition Insurance Solutions, Inc (Incumbent)	\$28,988.50
Public Officials and Employment Practices Liability	\$50,256	Marsh/Chubb (Incumbent)	\$62,000
Total Premium	\$593,905.60		\$640,508.50

; and

WHEREAS, The combined annual premiums yielded a 7.8% increase (or \$46,602.90) compared to the expiring program premiums; and

RESOLVED, That the Board of Library Trustees ratifies the decision to purchase the Property, Fine Arts, General Liability, Law Enforcement Professional Liability, Automobile Liability, Umbrella Liability, Crime, and Cyber Liability through McGowan & Company, Inc. for the third year's premium of \$578,508.50 for the period of August 1, 2024 through August 1, 2025, which amount also includes the fourth year's premium for the Crime policy; and be it further

RESOLVED, That the Board of Library Trustees ratifies the decision to purchase the Public Officials and Employment Practices Liability through Marsh for the third year's premium of \$62,000 for the period of August 1, 2024 through August 1, 2025.

AN INSURANCE PROPOSAL
PREPARED FOR:



PRESENTED BY:



*20595 LORAIN RD
FAIRVIEW PARK, OH 44126*

August 1, 2024

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

GENERAL LIABILITY POLICY OUTLINE

COMPANY: Munich Re Specialty Insurance Company A+:XV Admitted

<i>COVERAGE</i>	<i>LIMIT</i>
<i>GENERAL LIABILITY – OCCURRENCE-BASIS:</i>	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate (Other Than Products / Completed Operations)	\$3,000,000
Products / Completed Operations Aggregate	\$3,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Expense – Each Person	Excluded
<i>EMPLOYEE BENEFIT LIABILITY – CLAIMS-MADE BASIS:</i>	
Each Person	\$1,000,000
Aggregate	\$2,000,000
Retroactive Date	08/01/2006
Deductible	\$1,000
<i>OHIO STOP-GAP LIABILITY – OCCURRENCE-BASIS:</i>	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Bodily Injury – By Disease	\$1,000,000
<i>SEXUAL MISCONDUCT & MOLESTATION – OCCURRENCE-BASIS:</i>	
Each Wrongful Act	\$1,000,000
Aggregate	\$1,000,000
Deductible Each Wrongful Act	\$10,000

Liability Coverage Endorsements:

- **Defense in Addition Limit**
- **Broad Definition of Insured- including but not limited to Employees, Volunteers, Elected/Appointed Officials**
- **Blanket Additional Insured**
- **Broadened Pollution, include potable water, water, waste water treatment chemicals, swimming pools, road salt or similar, pesticides/herbicides**
- **Watercraft Liability-up to 51 feet**
- **Host Liquor Liability**

Coverage Exclusions:

- **Communicable Disease**
- **Asbestos Exclusion**
- **Aircraft, auto**
- **Bodily injury to any insured**
- **Bodily injury to any person while taking part in athletics**
- **Nuclear Energy Liability**
- **Pollution -except for hostile fire**
- **Professional Services**
- **Workers Compensation**
- **War**
- **Watercraft over 51 feet**

LAW ENFORCEMENT PROFESSIONAL LIABILITY POLICY OUTLINE

COMPANY: Munich Re Specialty Insurance Company A+:XV Admitted

COVERAGE	LIMIT
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LAW ENFORCEMENT – OCCURRENCE-BASIS:

Each Wrongful Act	\$1,000,000
Aggregate	\$3,000,000
Deductible Each Wrongful Act	\$10,000

Police Professional Enhancements:

- ***Broad definition of insured***
- ***Broad definition of Wrongful Act/Occurrence including Personal Injury***
- ***Civil Rights coverage***
- ***Expanded Definition of Bodily Injury to include mental anguish, mental injury, shock, fright***
- ***Includes punitive or exemplary damages where allowable***
- ***Defense in Addition Limit***

Coverage Exclusions:

- Property in care, custody, control except for property on persons in custody, arrest, incarcerated.
- Breach of Contract, except mutual law enforcement agreements
- War
- Bodily injury to employee
- Employment liability claims
- Dishonest, fraudulent, criminal, malicious or intentional act excluded for loss, but not for defense costs. If guilty, required to reimburse. Exclusion does not apply to an insured who did not commit, participate in, or have knowledge of any of the described acts Collective Bargaining Agreement; lockout, strike, labor disputes or labor negotiations, union grievances.

COMMERCIAL AUTO POLICY OUTLINE

COMPANY: Munich Re Specialty Insurance Company A+:XV Admitted

<i>COVERAGE</i>	<i>LIMIT</i>	<i>PER</i>
Bodily Injury and Property Damage	\$1,000,000	Combined Single Limit - Each Accident
Uninsured Motorists	\$100,000	Each Accident
Underinsured Motorists	\$100,000	Each Accident
Medical Payments	\$5,000	Each Accident

<i>COVERAGE</i>	<i>SYMBOL</i>	<i>APPLICABLE TO:</i>	<i>DEDUCTIBLE</i>
Liability	01	Any Auto	Nil
Uninsured Motorists Underinsured Motorists	02	Owned Autos	Nil
Physical Damage - Comprehensive	02, 08	Owned Autos Hired Auto	\$1,000
Physical Damage – Collision	02, 08	Owned Autos Hired Auto	\$1,000

Automobile Coverage Enhancements:

- **Employees/Volunteers as Insureds**
- **Fleet Coverage-up to 10 vehicles added during the year except Emergency vehicles and vehicles valued greater than \$100,000. Reporting required of added vehicles. Vehicle changes must be reported within 30 days of purchase. Any vehicle added within 30 days of effective date will be charges and additional premium.**
- **Fellow Employee Coverage**
- **Lease gap**
- **Freezing Coverage Emergency Vehicles**

Exclusions:

- **War/Nuclear Energy**
- **Pollution**

\$10M EXCESS LIABILITY POLICY OUTLINE

COMPANY: Munich Re Specialty Insurance Company A+:XV Admitted

COVERAGE	LIMIT
Per Occurrence	\$10,000,000
Aggregate	\$10,000,000
Self-Insured Retention	\$0

UNDERLYING COVERAGE:

<u>Underlying Schedule</u>	<u>Limits</u>	<u>Carrier</u>
Auto Liability	CSL 1,000,000	Munich Re
General Liability	Each Occurrence 1,000,000	Munich Re
	General Aggregate 3,000,000	
	Products/Completed Ops Aggregate 2,000,000	
	Pers & Adv Injury Limit 1,000,000	
Employee Benefits Liability	Each Employee 1,000,000	Munich Re
	Aggregate 2,000,000	
Law Enforcement Liability	Each Wrongful Act 1,000,000	Munich Re
	Aggregate 1,000,000	
Sexual Misconduct Liability	Each Sexual Misconduct 1,000,000	Munich Re
	Aggregate Sexual Misconduct 1,000,000	

CRIME POLICY OUTLINE

COMPANY: Travelers Casualty & Surety Company of America (Admitted / Incumbent)

COVERAGE	LIMIT	DEDUCTIBLE
A - FIDELITY:		
Employee Theft (Per Loss Coverage)	\$2,000,000	\$10,000
ERISA Fidelity	Not Covered here- under policy 106314188	
Employee Theft of Client Property	Not Covered	
B – FORGERY OR ALTERATION:		
	\$2,000,000	\$10,000
C – ON PREMISES:		
	\$100,000	\$10,000
D – IN TRANSIT		
	\$100,000	\$10,000
E – MONEY ORDERS AND COUNTERFEIT MONEY		
	\$100,000	\$10,000
F – COMPUTER CRIME		
Computer Fraud	\$1,000,000	\$10,000
Computer Program and Electronic Data Restoration Expense	\$100,000	\$10,000
G – FUNDS TRANSFER FRAUD		
	\$1,000,000	\$10,000
H – PERSONAL ACCOUNTS PROTECTION:		
Personal Accounts Forgery or Alteration	\$100,000	\$500
Identity Fraud Expense Reimbursement	\$25,000	\$-0-
I – Claim Expense		
	\$5,000	\$-0-

MAJOR POLICY COVERAGE EXTENSIONS:

- Removal of Short-Rate Cancellation Endorsement
- Government Entity Crime – Specified Limit for Faithful Performance of Duty Endorsement
- Social Engineering Fraud
 - \$100,000 Limit / \$10,000 Deductible

- Telecommunication Fraud
 - \$100,000 Limit / \$1,000 Deductible

CYBER POLICY OUTLINE

Insurers and Quota Share Percentage

Insurer	Quota Share % of Loss	Quota Share Limit of Liability	Premium
North American Capacity Insurance Company	30%	\$600,000	\$8,049.60
Allianz Underwriters Insurance Company	20%	\$400,000	\$5366.40
Ascot Specialty Insurance Company	20%	\$400,000	\$5366.40
Fortegra Specialty Insurance Company	30%	\$600,000	\$8,049.60

Retroactive Date Full Prior Acts Coverage

Continuity Date August 01, 2021

Non-Admitted, Incumbent

Claims Made Form

Aggregate Limit of Liability \$2,000,000

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer will pay regardless of the number of Insuring Agreements purchased.

Third Party Liability Coverages:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
A Network & Information Security Liability	\$2,000,000	\$30,000
B Regulatory Defense and Penalties	\$2,000,000	\$30,000
C Multimedia Content Liability	\$2,000,000	\$30,000
D PCI Fines and Assessments	\$2,000,000	\$30,000
E Breach Response	\$2,000,000	\$30,000
F Crisis Management and Public Relations	\$2,000,000	\$30,000
G Cyber Extortion	\$2,000,000	\$30,000
H Business Interruption and Extra Expenses	\$2,000,000	\$25,000 Waiting Period 8 hrs Enhanced Waiting Period 8 hrs
I Digital Asset Restoration	\$2,000,000	\$30,000
J Funds Transfer Fraud	\$250,000	\$10,000

Coverage by Endorsement	Limit/Sub-Limit	Retention/Sub-Retention
Breach Response separate limit	\$2,000,000	\$30,000
Reputation Repair	\$2,000,000	\$30,000
Computer Replacement	\$2,000,000	\$30,000
Service Fraud	\$100,000	\$20,000
Reputational Harm Loss	\$1,000,000	Waiting Period 14 days

CYBER POLICY OUTLINE - CONTINUED

Policy Forms and Endorsements:

DECLARATIONS SP 14 797 0221
COALITION CYBER POLICYSP 14 798 0419
QUOTA SHARE ENDORSEMENTSP 15 629 0218
SERVICE OF SUIT ENDORSEMENTSP 14 927 0219
COMPUTER REPLACEMENT ENDORSEMENTSP 17 514 0419
REPUTATION REPAIR ENDORSEMENTSP 14 802 1117
REPUTATIONAL HARM LOSSSP 16 383 0718
SERVICE FRAUD ENDORSEMENTSP 16 183 0518
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISMSP 17 252 0219
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACTSP 17 255 0220
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENTSP 16 296 0618
REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA ANDGDPRSP 17 147 1119
COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENTSP 16 777 0918
CRIMINAL REWARD COVERAGESP 16 670 0818
DUTY TO COOPERATE ENDORSEMENTSP 17 274 0219
INVOICE MANIPULATION ENDORSEMENTSP 17 813 0819
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTIONSPP 17 814 0819
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENTSP 17 275 0219
PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATIONEXPENSE ENDORSEMENTSP 18 435 0720
WRONGFUL COLLECTION EXCLUSIONSPP 18 324 0720
\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSESP 18 395 0620
ADDITIONAL INSURED ENDORSEMENT WITH SCHEDULE SP 15 378 1118-

Pre-Claim Assistance \$5,000

Pre-claim assistance is a benefit included as part of the premium. See Section V Claims process Pre-Claim Assistance of the policy for more details

PROPERTY POLICY OUTLINE

COMPANY: Affiliated FM (Admitted / Incumbent)

POLICY LIMIT:

The company's total limit of liability, including any insured business interruption loss will not exceed the policy limit of **\$500,000,000** as a result of any one occurrence subject to the respective sub-limits of liability shown elsewhere in the policy.

Location Schedule: On file with the company per Statement of Values received.

Renewal values: USD\$724,315,026

Expiring values:USD \$708,338,837

SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of not in addition to, the above limit(s) of liability.

- **\$100,000,000** Earth Movement (Annual Aggregate)
- **\$100,000,000** Flood (Annual Aggregate)
- **\$3,000,000** Extra Expense
- **\$50,000,000** Valuable Papers and Records not to exceed \$10,000 per irreplaceable valuable Papers and records

SOME ADDITIONAL COVERAGES:

- **\$2,500,000** Accounts Receivable
- **100,000** Arson or Theft Reward
- **100,000** Attraction Property
- **Policy Limit** Boiler and Machinery
- **Policy Limit** Brand Protection
- **\$100,000** Change in Temperature
- **30 Days** Civil or Military Authority
- **\$1,000** Communicable Disease – Property Damage
- **\$100,000** Contractual Penalties
- **\$100,000** Crisis Management, not to exceed 30 Days
- **\$500,000** Data Programs or software annual aggregate
- **\$50,000** Data Restoration annual aggregate
- **Policy Limit** Debris Removal
- **\$100,000** Deferred Payment
- **Policy Limit** Demolition and increased cost of construction
- **\$2,500,000** Errors and Omissions
- **\$1,000,000** **Fine Arts not to exceed \$10,000** per item for irreplaceable Fine Arts
- **\$200,000** Land & Water Clean-up Expense annual aggregate
- **\$250,000** Leasehold Interest
- **\$100,000** Locks and keys
- **\$100,000** Logistics Extra Cost
- **\$100,000** Money and Securities
- **2,500,000** Newly acquired property

- **50,000** Data Services Provider– Property Damage
- **\$2,500,000** Off Premises Service Interruption – Property Damage
- **\$100,000** Tenants Legal Liability
- **\$500,000** United States Certificate Act of Terrorism Coverage
- **1,000,000** Transit not to exceed **\$250,000** for Business Interruption
- **\$2,500,000** Unnamed Property
- **\$50,000,000** not to exceed \$10,000 per **item for irreplaceable valuable papers and records**

SPECIAL TERMS AND CONDITIONS

1. Historical Replacement Cost - PRO 157 (01/17)

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under ADDITIONAL COVERAGES, Demolition and Increased Cost of Construction.

2. Library Books, Periodicals, and Rare Books - PRO 75 (04/15)

With respect to library books, including rare book collections, the valuation clause of the Valuable Papers and Records coverage in this Policy is amended as follows:

Valuable Papers and Records Valuation: On property insured under this coverage, the loss amount will not exceed the lesser of:

- a) The cost to replace or restore the property with other of like kind and quality including the cost of researching, gathering and/or assembling information; or
- b) The value designated for the property as shown in the DECLARATIONS of this Policy; or
- c) The value designated for the property on a schedule on file with this Company.

If the property is not replaced or restored, this Company will pay the blank value of such **valuable papers records**.

3. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

PROPERTY POLICY OUTLINE- CONTINUED

DEDUCTIBLES:

The following deductible amounts shall apply per occurrence for insured loss or damage under this policy:

- **\$100,000** Earth Movement (per location for all coverages provided).
- **\$100,000** Flood (per location for all coverages provided)
- **\$100,000** Boiler & Machinery
- **\$1,000** Communicable Disease Property Damage & Business Interruption combined- not to exceed 12 months

- **\$100,000** Data Restoration subject to 48 Hours qualifying period
- **\$100,000** Data Service Provider Property Damage & Business Interruption subject to 24 Hours qualifying period to
- **\$100,000** Off Premises Service Interruption Property Damage & Business Interruption subject to 24 Hours qualifying period
- **\$100,000** Owned Network Interruption subject to 48 Hours qualifying period
- **\$10,000** Fine Arts
- **\$10,000** Personal Property of Others

- **\$10,000** Transit
- **\$100,000** All other losses (including water damage per location)

- **Business Interruption Day Equivalent Deductible**
 1. The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2. The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the location where the physical damage happened plus that proportion of the 100% annual business interruption value at all other locations where business interruption loss ensues, divided by the number of annual working days.

SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001		303-499 & 507-525 Superior Avenue, Cleveland, Ohio, 44113, USA
002		17001-17133 Lakeshore Boulevard, Cleveland, Ohio, 44110, USA
003		6901 Superior Avenue, Cleveland, Ohio, 44103, USA
004		3706 Pearl Road, Cleveland, Ohio, 44109, USA
005		1900 Fulton Road, Cleveland, Ohio, 44113, USA
006		856 East 152nd Street, Cleveland, Ohio, 44110, USA
007		3830 East 131st Street, Cleveland, Ohio, 44120, USA
008		11602 Lorain Avenue, Cleveland, Ohio, 44111, USA
009		7224 Broadway Avenue, Cleveland, Ohio, 44105, USA
010		3545 Fulton Avenue, Cleveland, Ohio, 44109, USA
011		7201 Kinsman Road, Suite 101, Cleveland, Ohio, 44104, USA
012		11900 St. Clair Avenue, Cleveland, Ohio, 44108, USA
013		16918 Harvard Avenue, Cleveland, Ohio, 44128, USA
014		1566 Crawford Road, Cleveland, Ohio, 44106, USA
015		850 Jefferson Avenue, Cleveland, Ohio, 44113, USA
016		10200 Superior Avenue, Cleveland, Ohio, 44106, USA
017		8216 Lorain Avenue, Cleveland, Ohio, 44102, USA
018		1962 Stokes Boulevard, Cleveland, Ohio, 44106, USA
019		14000 Kinsman Road, Cleveland, Ohio, 44120, USA
020		11535 Shaker Boulevard, Cleveland, Ohio, 44104, USA
022		3096 Scranton Road, Cleveland, Ohio, 44113, USA
023		4303 Pearl Road, Cleveland, Ohio, 44109, USA
024		2200 East 30th Street, Cleveland, Ohio, 44115, USA
025		3463 East 93rd Street, Cleveland, Ohio, 44104, USA
027		3805 West 157th Street, Cleveland, Ohio, 44111, USA
028		5806 Woodland Avenue, Cleveland, Ohio, 44104, USA
031		601 Lakeside Avenue, Cleveland, Ohio, 44114, USA
032		1320 Arthur E. Adams Drive, Columbus, Ohio, 43221, USA
033		6500 Cleveland Memorial Shoreway, Cleveland, Ohio, 44102, USA
034		10820 East Boulevard, Cleveland, Ohio, 44106, USA
035		6530 Lexington Avenue, Cleveland, Ohio, 44103, USA
036		5906 Woodland Avenue, Cleveland, Ohio, 44104, USA
037		14000 Puritas Avenue, Cleveland, Ohio, 44135-2822, USA

INLAND MARINE COVERAGE

Company: Travelers Property Casualty Company of America

FINE ART - MUSEUM

Cleveland Public Library – Rare Book Collection

Location 1; Building 1: 325 Superior Avenue, Cleveland, OH 44114

Coverage	Limit of Insurance
Property at your Premises	\$12,757,000
Flood	\$1,000,000
Earth Movement	\$1,000,000
Property at any other Location	\$100,000
Property in Transit	\$100,000
Deductible	\$5,000

Valuation: Current Market Value

Additional Coverages	Limit of Insurance
Debris Removal	Up to 25%/\$25,000
Pollutant Cleanup and Removal	Up to \$25,000
Parcel Post and Registered Mail	Up to \$1,000 per package/\$25,000 Occurrence
Expediting Expenses	Up to \$25,000
Inventory, Appraisals & Loss Adjustment Expenses	Up to \$10,000
Fire Department Service Charges	Up to \$5,000
Refilling of Fire Protective Devices	Up to \$5,000
U.S. Indemnity Deductible Coverage	Up to \$400,000
Currency Fluctuation	Included
Pairs and Sets	Included

FORMS

CMT142 Museum Coverage Form

CM U6 17 Electronic Vandalism Limitation Endorsement (CM U1 64 in NY); \$10,000 Aggregate Limit

IL T3 82 Exclusion of Loss Due to Virus or Bacteria

IL T4 12 Amendment Of Common Policy Conditions – Prohibited Coverage – Unlicensed Insurance And Trade Or Economic Sanctions

IL T4 14 Cap On Losses From Certified Acts Of Terrorism

ANNUAL Cost SUMMARY

Coverage Effective Date: August 1, 2024

COVERAGE	CARRIER	Expiring	Renewal
Property*** Incl terrorism	Affiliated FM	\$335,007	\$ 368,011
Fine Arts-incl revised schedule increase	Travelers	\$2,805	\$16,711
General Liability Employee Benefits Liability Ohio Employer's Liability Abuse/Molestation *	Munich Re	\$167,281	\$145,546****
Law Enforcement *	Munich Re	\$incl above	\$incl above
Commercial Auto *	Munich Re	\$incl above	\$incl above
\$10M Excess Liability *	Munich Re	\$incl above	\$incl above
Crime	Travelers	\$10,133	\$19,252**
Cyber (including fees & taxes)	Coalition	\$28,424	\$28,988.50
Total Premium		\$543,876	\$578,508.50

***25% Minimum earned premium**

**** Two year pre-paid \$19,252**

***** if we drop limit from \$50,000,000 to \$35,000,000 on valuable books, savings of \$1200**

****** Total annual cost is inclusive of \$39,592 in program fees, TPA claims fees, and broker fees. The insurance program pays \$0 in commission and \$0 to run the program and \$0 in claims costs, all of which are passed on to the insured client.**

NEED AT TIME OF BIND REQUEST

Signed Application

Signed TRIA form

Signed Schedules includes Statement of Values, Auto, Inland Marine Schedules

Signed UM/UIM Forms

Sexual Abuse & Molestation Application signed

Complete, Dated & Signed American Public Risk Public Entity Application

Drivers List, Auto: 17 digit Vehicle ID Number for all units

Additional Insured(s)-need full names, address & relationships

Property updates on all locations 25+ years old

MGU PROGRAM SERVICES:

McGowan Governmental Underwriters strives to provide excellent service to our clients. The services provided under this proposal include:

Marketing representative's continuous availability

Return of phone calls/questions same day

Review of all coverage's, limits, deductibles on proposals and policies when issued

Client Meeting to review exposures, coverages, and limits on account at 6 months into policy term

Service:

Placement of insurance program with insurance carriers

Binder Issuance

Review of policy received from carrier for accuracy

Policy Delivery to insured

Claim Kit information which will include Automobile identification cards

Certificate issuance –same day

Policy changes - endorsement processing

Review of all material from insurance carriers to ensure accuracy

Reporting and processing of claims and claim questions

Claim Reporting/Management Service

Risk Management:

Loss Analysis of loss prevention programs currently in place

Client meeting for claim review at 6 months for loss leaders, claim issues

Contract review for insurance requirements

Assistance with policy and procedures – review or setup of new

Diversity or Sexual Harassment Seminars

CHUBB®

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. CHUBB recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for CHUBB insureds, called EPL.

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting CHUBB insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, CHUBB insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit www.EPLAssist.com.

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In care of:

To: Sean Regan From: Tyler Winiecki
Company: Marsh USA, Inc- QSG Date: 6/11/2024
Tel: 312.576.6905 Tel: 773.782.0416
e-mail: Sean.Regan@marsh.com e-mail: Tyler.Winiecki@Chubb.com
Re: New Business Quote Pages including cover: 9
Licensed
Producer: Ann Marie Mullins

Account: Cleveland Public Library
Insured Address: 325 Superior Avenue NE
Cleveland, OH 44114
Line of Coverage: ACE Municipal Advantage Public Entity Liability
Type of Submission: Renewal
Insuring Company: ACE American Insurance Company
Effective Date: 08/01/2024
Expiration Date: 08/01/2025

Dear Sean,

I am pleased to offer the attached quotation for Cleveland Public Library. The commission payable for placement of this business is **20%**.

Thank you for considering the Chubb USA Companies as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tyler Winiecki

Senior Underwriter - Professional Liability

Chubb – NA Financial Lines

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on Prior to Binding:
 - Nothing needed at this time.
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Municipal Advantage Public Entity Liability Terms: Option 1

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE**
1	\$2,000,000/\$2,000,000	\$25,000	IA. \$0 IA.2 and IB.\$ 50,000 IC. \$50,000	\$62,000	\$0	\$62,000

ACE Municipal Advantage Public Entity Liability Terms: Option 2

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE**
1	\$2,000,000/\$2,000,000	\$25,000	IA. \$0 IA.2 and IB.\$ 50,000 IC. \$100,000	\$56,693	\$0	\$56,693

*A. Public Officials’ Liability B. Public Entity Reimbursement & Public Entity Liability C. Employment Practices Liability

**Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. If bound, the insurance policy will include access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to ACE Municipal Advantage Public Entity Liability policyholders as part of CHUBB Financial Lines loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All

communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services

Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s):

Endorsement Title	Additional Information (if applicable)	Number
1. Signatures		CC-1K11j OH (03/21)
2. Notice Amended Endorsement		PF-33468 (02/11)
3. Trade Or Economic Sanctions Endorsement		PF-46422 (07/15)
4. Network Security or Privacy Exclusion		PF-37210 (02/12)
5. False Claims Act Exclusion		PF-38981 (01/13)
6. OH Amendatory		PF-23605(01/08)
7. Bond Exclusion		PF-23541(01/08)
8. Limits of Liability Amended – Defense Inside the Limit		PF-299861(04/20)
9. Public Entity Enhancement Endorsement –	250k Non-monetary Defense Sublimit	PF-308205(10/20)
10. Pending and Prior Litigation Amended		MS-350307 (08/22)

Terrorism Endorsements:

Policyholder Disclosure Notice of Terrorism Insurance Coverage	TR-19606e (08/20)
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Policy Addendums:

U.S. Treasury Department’s Office Of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders	PF-17914a (04/16)
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)

This indication will remain valid until: 08/01/2024

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer’s option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio (“from the beginning”).

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. **For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" is other than that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.**

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Tyler Winiecki

Senior Underwriter - Professional Liability

Chubb – NA Financial Lines

Chubb. Insured.SM

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--

-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is _____, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Representative

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.