



City of North Las Vegas, NV

Excess Liability Insurance Proposal

Presented by Robert Lowe
Date Presented September 13, 2023

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantage

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

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Named Insured

City of North Las Vegas, NV

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

Coverage	Expiring Premium*		Renewal Premium*	
Excess Liability	\$	495,000.38	\$	579,554.20
TOTAL	\$	495,000.38	\$	579,554.20

*Includes TRIA premium and surplus lines taxes/fees.

Payment Terms

- Premium is due within 30 days of policy inception
- Agency Bill
- Payment Plan: Annual

Options

- Safety National Casualty Corporation option with premium \$527,073.00

Excess Liability Coverage

	Present Coverage - Gemini	Proposed Coverage - Gemini	Proposed Coverage Safety National
Insurance Company	Gemini Insurance Company	Gemini Insurance Company	Safety National Casualty Corporation
A.M. Best Rating	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of June 8, 2022	A+ (Superior), Financial Size Category: XV (Greater than or Equal to \$2.00 Billion) as of June 1, 2023	A++ (Superior), Financial Size Category: XV (Greater than or Equal to \$2.00 Billion) as of November 17, 2022
Standard & Poor's Rating	A+ (Strong) as of February 24, 2022	A+ (Strong) as of February 22, 2023	A+ (Strong) as of September 15, 2022
Nevada Status	Non-Admitted	Non-Admitted	Admitted
Policy/Coverage Term	November 1, 2022 to November 1, 2023	November 1, 2023 to November 1, 2024	November 1, 2023 to November 1, 2024
Policy #	PEM0000268-01	TBD	TBD

Coverages

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • General Liability • Public Official, Employment Practices and Employee Benefits Liability • Auto Liability • Law Enforcement Activities • Limited Sexual Abuse • Crisis Management Expense | <ul style="list-style-type: none"> • General Liability • Public Officials, Employment Practices & Employee Benefits Liability • Automobile Liability • Law Enforcement Activities • Limited Sexual Misconduct Incident Liability • Crisis Management Expense | <ul style="list-style-type: none"> • General Liability • Public Officials and Employment Practices Liability • Employee Benefits Liability • Automobile Liability • Law Enforcement Liability • Sexual Abuse |
|---|--|--|

Limits

General Liability	General Liability	General Liability
\$ 5,000,000 Each Occurrence	\$ 5,000,000 Each Occurrence	\$ 5,000,000 Each Occurrence
\$ 5,000,000 Aggregate	\$ 5,000,000 Aggregate	\$ 5,000,000 Aggregate
\$ 1,000,000 Failure to Supply (Included in General Liability Aggregate)	\$ 1,000,000 Failure to Supply (Included in General Liability Aggregate)	Included Limited Failure to Supply (Included in General Liability)

Excess Liability Coverage – Continued

Limits – Continued	Present Coverage - Gemini			Proposed Coverage - Gemini			Proposed Coverage Safety National		
	General Liability			General Liability			General Liability		
Fire Damage Legal Liability	\$	500,000	Each Occurrence	\$	500,000	Each Occurrence	\$	500,000	Damage to Premises Rented to You, any one premises
	\$	500,000	Aggregate (Included in General Liability Aggregate)	\$	500,000	Aggregate (Included in General Liability Aggregate)			
							\$	5,000,000	Products-Completed Operations Aggregate
	Law Enforcement Activities			Law Enforcement Activities			Law Enforcement Liability		
	Included in General Liability Coverage Part			\$	5,000,000	Wrongful Act	\$	5,000,000	Each occurrence
				\$	5,000,000	Aggregate (Included in General Liability Aggregate)	\$	5,000,000	Law Enforcement Liability Aggregate
	Public Official, Employment Practices and Employee Benefits Liability			Public Official, Employment Practices and Employee Benefits Liability			Public Officials and Employment Practices Liability		
	\$	5,000,000	Each Occurrence	\$	5,000,000	Each Claim	\$	5,000,000	Each wrongful act
	\$	5,000,000	Aggregate	\$	5,000,000	Aggregate	\$	5,000,000	Public Officials and Employment Practices Liability Aggregate
							\$	5,000,000	Each employee
							\$	5,000,000	Employee Benefits Annual Aggregate
							11/01/2023		Retroactive Date

Excess Liability Coverage – Continued

	Present Coverage - Gemini		Proposed Coverage - Gemini		Proposed Coverage Safety National
Limits – Continued	Auto Liability		Auto Liability		Automobile Liability
	\$ 5,000,000	Each Occurrence	\$ 5,000,000	Each Accident	\$ 5,000,000 Each Occurrence
	Unlimited	Aggregate	Unlimited	Aggregate	
	Limited Sexual Abuse		Limited Sexual Abuse		
	\$ 5,000,000	Each Occurrence	\$ 5,000,000	Each Occurrence - Limited Sexual Misconduct Incident Liability	Included in General Liability
	\$ 5,000,000	Aggregate (Included in Public Officials, Employment Practices & Employee Benefits Liability Aggregate)	\$ 5,000,000	Aggregate (Included in Public Officials, Employment Practices & Employee Benefits Liability Aggregate) - Limited Sexual Misconduct Incident Liability	
	Crisis Management Expense		Crisis Management Expense		
	\$ 35,000	Maximum Amount	\$ 35,000	Aggregate	
			\$ 35,000	Each Crisis Event	
	Pesticide or Herbicide Pollutant Liability		Pesticide or Herbicide Pollutant Liability		
	\$ 5,000,000	Each Occurrence			
	\$ 5,000,000	Aggregate			

Excess Liability Coverage – Continued

	Present Coverage - Gemini	Proposed Coverage - Gemini	Proposed Coverage Safety National
Self-Insured Retention	\$ 1,500,000 Each Occurrence	\$ 1,500,000 Each Occurrence / Accident / Claim / Wrongful Act	\$ 1,500,000 Each Occurrence / Wrongful Act
Defense Inside/Outside the Limit	Inside the Limit	Inside the Limit	Defense costs inside the Retained Limit and outside the Limits of Indemnity
Who has the Duty to Defend	Insured	Insured	Insured
Endorsement & Exclusions (Including but not limited to)	<ul style="list-style-type: none"> • Common Conditions, Definitions and Exclusions • General Liability Coverage Part • Automobile Liability Coverage Part • Public Official, Employment Practices and Employee Benefits Liability Coverage Part • Limited Sexual Abuse Coverage Part • Cap on Losses from Certified Acts of Terrorism • Service of Suit Endorsement • Exclusion - Communicable Disease • Pesticide or Herbicide Pollutant Exception • Fire Damage Legal Liability to Premises Rented to You 	<ul style="list-style-type: none"> • Berkley Public Entity Premier Public Entity Retained Limits Form • Public Official, Employment Practices and Employee Benefits Liability and Limited Sexual Misconduct Occurrence Liability Coverage - Claim Expense Included in the Limits • Cap on Losses from Certified Acts of Terrorism – if TRIA is Accepted • Exclusion of Certified Acts of Terrorism – if TRIA is Rejected • Service of Suit • Fire Damage Legal Liability to Premises Rented to You 	<ul style="list-style-type: none"> • Public Entity Excess Retained Limits Liability Insurance Policy • Nevada Amendatory Endorsement • Privacy Statement • U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders • Fraud Statement • Nevada Policyholder Notice • Employee Benefits Liability Coverage • Scheduled Unmanned Aircraft • TRIA Acceptance or Rejection

Excess Liability Coverage – Continued

	Present Coverage - Gemini	Proposed Coverage - Gemini	Proposed Coverage Safety National
Endorsement & Exclusions – Continued (Including but not limited to)	<ul style="list-style-type: none"> • Additional Insured - Specified by Written Contract • Exception to Failure to Supply Exclusion – Limited Coverage • Assistance and Cooperation • Trade or Economic Sanctions Endorsement • Premises - Additional Insured Where Required by Contract • U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders • Loss Notice • RRE Loss Notice 	<ul style="list-style-type: none"> • Exception to Failure to Supply Exclusion – Limited Coverage • Additional Insured – When Required by Written Contract General Liability Coverage • U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders • Loss Notice • RRE Loss Notice • Biometric Information Exclusion - New • Absolute Aircraft and Aviation Operations Exclusion - New • Waiver of Subrogation Where Required by Contract - New 	
Total Cost Excluding TRIA	Not Applicable	\$ 550,000.00 Policy Premium \$ 19,250.00 NV Surplus Lines Tax (3.5%) \$ 2,200.00 NV Stamping Fee(0.4%) \$ 571,450.00 Total Cost	\$ 525,753.00

Excess Liability Coverage – Continued

	Present Coverage - Gemini		Proposed Coverage - Gemini		Proposed Coverage Safety National	
Total Cost Including TRIA	\$ 476,420.00	Policy Premium	\$ 550,000.00	Policy Premium	\$ 525,753.00	Policy Premium
	Included	TRIA Premium	\$ 7,800.00	TRIA Premium	\$ 1,320.00	TRIA Premium
	\$ 16,674.70	NV Surplus Lines Tax (3.5%)	\$ 19,523.00	NV Surplus Lines Tax (3.5%)	\$ 527,073.00	Total Cost
	\$ 1,905.68	NV Stamping Fee (0.4%)	\$ 2,231.20	NV Stamping Fee (0.4%)		
	\$ 495,000.38	Total Cost	\$ 579,554.20	Total Cost		
Minimum Earned Premium	35%		35%		25%	
Policy Auditable	Not Auditable		Not Auditable		Not Auditable	
Quote Valid Until	No Longer Applicable		November 1, 2023		November 1, 2023	
Conditions	<ul style="list-style-type: none"> No flat cancellation. 		<ul style="list-style-type: none"> No flat cancellation. 		<ul style="list-style-type: none"> No flat cancellation For claims made coverage, Extended Reporting Period options may be available. In the event of a difference between the quote and the policy, the policy will prevail. Occurrence form with claims-made coverage available for Public Officials and Employment Practices Liability and Educators Legal Liability and Employment Practices Liability Who is an Insured section tailored to exposures typical to public entities 	

Excess Liability Coverage – Continued

Conditions – Continued

Present Coverage - Gemini

Proposed Coverage - Gemini

Proposed Coverage Safety National

- Blanket additional insured where required by written contract available under the General Liability and Automobile Liability Coverage Parts
- Sexual abuse coverage available
- Expanded pollution coverage for standard public exposures (hostile fire, sewer backup, water treatment operations, street and road maintenance, weed abatement or spraying, mace, tear gas or pepper spray used in law enforcement activities)
- Expanded coverage for incidental medical exposures typical to public entities

Binding Conditions

No Longer Applicable

- A written request to bind coverage.
- All Surplus Lines Taxes / Fees are Fully Earned
- Self-Administrator/TPA Questionnaire (only if there are any changes to already provided form)
- Receipt of signed and dated Policyholder Disclosure Notice (TRIA), attached here to, Required Prior to Binding.
- Signed UM / UIM forms, Required within 30 Days of Binding.
- A written request to bind coverage
- Receipt of signed terrorism form prior to binding.
- Please provide evidence of current retro date for the Employee Benefits Liability.
- Self-Administration of Claims subject to approval.

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

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

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

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

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

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

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

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

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

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about 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. The role of the producer in any particular transaction typically involves one or more of these activities.

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

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

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

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

Other Disclosures / Disclaimers - Continued

NRRA:

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

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

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

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Other Disclosures / Disclaimers - Continued

Changes and Developments

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

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

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

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

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

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

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

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

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

Glossary of Insurance Terms

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

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Request to Bind Coverage

City of North Las Vegas, NV

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

Coverage Line	Bind Coverage for:
Excess Liability	
• Gemini Insurance Company With TRIA	<input type="checkbox"/>
• Gemini Insurance Company Without TRIA	<input type="checkbox"/>
• Safety National Casualty Corporation with TRIA	<input type="checkbox"/>
• Safety National Casualty Corporation without TRIA	<input type="checkbox"/>

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

Title

Printed / Typed Name

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