



# Proposal of Insurance **Collective Liability Insurance Cooperative**

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Foreign Liability  
c/o Stevenson High School District #125  
2 Stevenson Drive  
Lincolnshire, IL 60069

Presented: June 22, 2023  
Effective: July 1<sup>st</sup> 2023 to July 1<sup>st</sup> 2024

License Nos. IL 100292093 / CA 0D69293

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# Service Team

**Michael McHugh** has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

Name/Title	Phone/Alt. Phone	Email
<b>Michael McHugh</b> Area Senior Executive Vice President, Program Administrator	630.285.4373	michael_mchugh@rpadmin.com
<b>Byron Given</b> Area Assistant Vice President, Program Administrator	630.694.5367	byron_given@rpadmin.com
<b>Tyler Mackenzie</b> Account Executive – Key Accounts, Program Administrator	630.694.5165	tyler_mackenzie@rpadmin.com
<b>Cindy LaMantia</b> RPA Regional President	630.285.4375	cindy_lamantia@rpadmin.com
<b>Eileen McWeeney</b> Client Service Manager Senior	630.285.3640	eileen_mcweeney@rpadmin.com
<b>Amanda Clark</b> Client Service Manager	630.285.3967	amanda_clark@rpadmin.com
<b>Kate Osterheld</b> Client Service Manager	630.285.3848	kate_osterheld@rpadmin.com

**Arthur J. Gallagher Risk Management Services, Inc.**

Main Office Phone Number: 630.773.3800

# The Gallagher Team Approach

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Delivering the services required can only be accomplished through the focus of a team of quality people. We realize that no one individual can adequately handle an account, or know all there is to know about your organization.

To achieve the level of service you expect, your team at Arthur J. Gallagher Risk Management Services, Inc. will be led by your primary Account Executive. As team leader, it will be my responsibility to make sure that your service needs and interests are recognized, understood, and provided for by the designated service team.

The following is the integrated service team of Gallagher professionals:

**Primary Account Executive** – Michael McHugh, Area Senior Executive Vice President, overall account responsibility for placing and servicing your foreign liability placement.

**Primary Account Executive** – Byron Given, Area Senior Vice President, overall account responsibility for placing and servicing your foreign liability placement.

**Account Executive** – Tyler Mackenzie, Account Executive – Key Accounts, overall account responsibility for placing and servicing your foreign liability placement. Secondary contact, invoicing/billing.

**Account Manager** – Eileen McWeeney, Client Service Manager Senior, overall account responsibility for placing and servicing your foreign liability placement.

**Account Manager** – Amanda Clark, Client Service Manager, overall account responsibility for placing and servicing your foreign liability placement.

**Account Manager** – Kate Osterheld, Client Service Manager, overall account responsibility for placing and servicing your foreign liability placement.

**Regional Management** – Cindy LaMantia, Regional President, oversees the management of Risk Program Administrators.

## WHY ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.?

- ◆ Knowledge and experience of CLIC exposures, business practices, and expectations.
- ◆ An in-depth understanding of CLIC operations.
- ◆ National experience and expertise in CLIC accounts.
- ◆ Personalized approach to client service.
- ◆ Focused resources in claims management and risk control services.
- ◆ A network of national resources developing products and services designated to meet the changing risk management needs of CLIC operations.
- ◆ Clarity of purpose...we understand our dual obligation of protecting the tangible assets as well as the reputation of CLIC.

Our role extends throughout the year and does not end with placement of your program. Arthur J. Gallagher Risk Management Services, Inc. will continue to monitor and direct activities required to deliver your policies, ensure their accuracy, and coordinate insurer services.

# Our Service Commitment

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Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day-to-day business needs and challenges.

## **AT ARTHUR J. GALLAGHER & CO. OUR GOAL IS TO PROVIDE EVERY CLIENT WITH AN EXCEPTIONAL INSURANCE AND RISK MANAGEMENT PROGRAM DELIVERED BY A WORLD-CLASS SERVICE ORGANIZATION.**

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.

For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

- ◆ **Clients get what they need, when they need it** – as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- ◆ **Our service team is able to focus on you**, and the solutions needed to support your unique business needs
- ◆ **We proactively manage your renewal cycle**, delivering a predictable timeline that creates time for thorough decision-making
- ◆ **You play a role in this too** – we're asking for more information ahead, so that you receive the best outcome, every time

# Program Structure

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# Named Insured

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## ***Named Insureds – Collective Liability Insurance Cooperative and See Below***

July 1, 2023 to July 1, 2024

32 Members

Community High School District #155 (Crystal Lake)  
Community High School District #94 (West Chicago)  
Community Unit School District #220 (Barrington)  
Community Unit School District #300 (Carpentersville)  
Community Unit School District #200 (Wheaton)  
DuPage High School District #88  
Elmhurst Community Unit School District #205  
Evanston Township High School District #202  
Geneva Community Unit School District #304  
Grant Community High School District #124  
Grayslake Community High School District #127  
Indian Creek Community Unit School District #425  
Lake Forest High School District #115  
Lake Park School District #108  
Lake Zurich School District #95  
Lockport Township High School District #205  
Lyons Township High School District #204  
Naperville Community Unit School District #203  
New Trier Township High School District #203  
Niles Township High School District #219  
North Chicago Community Unit School District #187  
North Shore School District #112  
Rockford Board Of Education District #205  
Richmond-Burton High School District #157  
Rich Township High School District #227  
St. Charles Community Unit School District #303  
Stevenson High School District #125  
Thornton Township High School District #205  
Township High School District #113  
Warren Township High School District #121  
Woodstock Community Unit School District #200  
Zion-Benton School District #126

**OMNIBUS WORDING** – International Property, International Casualty

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

# Market Review

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We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Insurance Company	Line of Coverage	Response	Premium
<b>ACE American Insurance Company</b>	Foreign Liability Package – International Casualty/International Property	Quoted	\$1,800 Per New Member

\*The Carrier defines a trip as the total number of students, employees and chaperones going overseas

# Program Details

**Coverage:** International Casualty  
**Carrier:** ACE American Insurance Company  
**Policy Period:** July 1, 2022 to July 1, 2023

**Form Type:**

Coverage	Form Type	Retroactive Date	Pending & Prior Date
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Claims-Made	7/1/2020	

Coverage Type	Defense Cost Dollar Limit	Defense Cost Type/ Comments
Foreign Liability	Applies	Within Policy Limits (expenses erode policy limit)

**Coverage:**

Description	Amount	Basis
<b>Commercial Foreign General Liability:</b>		
Each Occurrence	\$1,000,000	
General Aggregate	\$5,000,000	
Products/Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organization
Damage to Premises Rented to You Limit	\$1,000,000	Any One Premises
Medical Expense Limit	\$25,000	Any One Person
Employee Benefits Liability: Each Claim	\$1,000,000	
Employee Benefits Liability: Annual Aggregate	\$1,000,000	
<b>Contingent Auto Liability:</b>		
Automobile Bodily Injury/Property Damage Liability: Combined Single Limit BI/PD Any One Accident (Covering Owned and Hired & Non-Owned Autos)	\$1,000,000	
Hired Auto Physical Damage	\$50,000	Any One Accident
Hired Auto Physical Damage	\$50,000	Any One Policy Period
Medical Payments	\$50,000	Each Accident
<b>Employers Responsibility Coverages &amp; Executive Assistance Services:</b>		
Voluntary Compensation Benefits: North Americans	State of Hire	
Contingent Employers Liability: Bodily Injury by Accident	\$1,000,000	Each Accident
Contingent Employers Liability: Bodily Injury by Disease – Including Endemic Disease	\$1,000,000	Each Employee

Description	Amount	Basis
Contingent Employers Liability: Bodily Injury by Disease – Including Endemic Disease	\$1,000,000	Policy Limit
Executive Assistance Services (including Repatriation): Policy Limit for Medical Assistance Services	\$1,000,000	
<b>Accidental Death and Dismemberment</b>	-	
Accidental Death & Dismemberment and Medical Expense Coverage: Employee Coverage – Employee AD&D Coverage (Principal Sum)	\$50,000	
Accidental Death & Dismemberment and Medical Expense Coverage: Employee Coverage – Non-Occupational Employee Medical Expense (Principal Sum)	\$25,000	
Accidental Death & Dismemberment and Medical Expense Coverage: Employee Coverage – Aggregate Limit	\$1,500,000	
Accidental Death & Dismemberment and medical Expense Coverage: Educational Services – AD&D (Principal Sum)	\$50,000	
Accidental Death & Dismemberment and Medical Expense Coverage: Educational Services – Medical Expense (Principal Sum)	\$25,000	
Accidental Death & Dismemberment and Medical Expense Coverage: Educational Services – Aggregate Limit	\$2,000,000	
Accidental Death & Dismemberment and Medical Expense Coverage: Educational Services – Executive Assistance Policy Limit (Medical Assistance Services)	\$1,000,000	
<b>Kidnap and Extortion:</b>		
Extortion/Ransom Monies Payment	\$250,000	Each Covered Loss
In transit Extortion/Ransom Monies Loss	\$250,000	Each Covered Loss
Expenses	\$250,000	Each Covered Loss
Legal Costs	\$250,000	Each Covered Loss
Medical, Death or Dismemberment	\$10,000	Each Life
Medical, Death or Dismemberment	\$100,000	Each Incident
Incident Response	\$250,000	Each Covered Loss

#### Deductibles/Self-Insured Retention:

Type	Coverage	Amount
Deductible	Employee Benefits Liability – Per Claim	\$1,000
Deductible	Non-Owned & Hired Auto Liability	\$25,000
Deductible	Non-Occupational Employee	\$50
Deductible	AD&D Medical Expense	\$50

Coverage	Continuity Date
Employee Benefits Liability	See previous page

## Definition of Claim:

### Description

“Claim” means any demand, or “suit”, made by an “employee” or an “employee’s” dependents and beneficiaries, for damages as the result of an act, error or omission.

## Incident or Claim Reporting Provision:

Reporting Condition Type	Description
Claim	A claimant must give us or our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by this coverage form occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the “covered person(s)” and this coverage form.

## Additional Coverage:

Description	Limit Type	Amount	Basis
<b>Commercial Foreign General Liability:</b>			
Supplementary Payments (Increased Limits): Bail Bonds	Limit	\$5,000	
Supplementary Payments (Increased Limits): Increase Loss of Earnings	Limit	\$1,000	
<b>Limited Electronic Data Loss Coverage – Access, Collection, Release, Disclosure, Limited Bodily Injury and Property Damage Separate Occurrence and Aggregate Limit.</b>			
- Electronic Data Loss Coverage Limit (Coverage A)	Limit	\$1,000,000	Each Occurrence
- Electronic Data Loss Coverage Limit (Coverage B)	Limit	\$1,000,000	Any One Person or Organization
- Electronic Data Loss Aggregate Limit	Limit	\$1,000,000	
<b>Contingent Auto Liability:</b>			
Supplementary Payments (Increased Limits): Bail Bonds	Limit	\$5,000	
Supplementary Payments (Increased Limits): Increase Loss of Earnings	Limit	\$500	

## Endorsements include, but are not limited to:

### Description

Commercial General Liability:

Sports Related Injury (All Sports Except Scheduled Events) – No Scheduled Events – IT7068 07-2014

Additional Insured – By Contract – IT7133 02-2011

Additional Insured – Vendors – IT7200 12-2011

Supplementary Payments (Increased Limits) – IT7299a 11-2017

Fellow Employee Coverage – IT7301 10-2010

GPS Global Program Solutions Endorsement (Non-Admitted Coverage), LD-34280a (01/16) – IT7325b 01-2016



**Endorsements include, but are not limited to:**

Description
Limited Electronic Data Loss Coverage – Access, Collection, Release, Disclosure, Limited Bodily Injury and Property Damage Separate Occurrence and Aggregate Limit – IT7377a 04-2016
Colleges or Schools – IT7405 08-2010
Waiver of Transfer of Rights of Recovery Against Others to Us – IT7460 09-2011
GPS Global Program Solutions Endorsement (Non-Admitted Coverage) – LD-34280a (01/16)
Contingent Auto Liability: Additional Insured – Contingent Auto, Required by Written Contract – IT7134 02-2011
Auto Medical Payments Coverage – IT7504 03-2007
Fellow Employee Coverage – IT7508 12-2011
Hired Auto Physical Damage Coverage Endorsement – IT7510 11-2012
Waiver of Transfer of Rights of Recovery Against Other To Us – IT7513 03-2007
GPS Global Program Solutions Endorsement (Non-Admitted Coverage) – LD-34280a (01/16)
Employers Responsibility Coverages & Executive Assistance Services: Amendment – Voluntary Compensation Coverage Endorsement – IT1490 11-2004
Limitation – Flight Concentration Endorsement – IT1605 10-2009
Emergency Political Repatriation And Emergency Relocation – IT1695 12-2011
Employers Responsibility Coverage Declarations with Executive Assistance – IT1X70 04-2015
Temporary Travel – 24-Hour Coverage Endorsement – IT7048 11-2017
Coverage Territory Endorsement – IT7142 04-2015
Accidental Death & Dismemberment and Medical Expense Coverage – Employee Coverage:
Accidental Death & Dismemberment And Medical Expense Coverage – Educational Services:
Accidental Death and Dismemberment and Medical Expense Declarations – IT7009 11-2010
Accidental Death and Dismemberment and Medical Expense Educational Coverage Form – IT7034 09-2013
Kidnap and Extortion:
Amendment – Coverage Territory for Corporate Kidnap and Extortion Coverage Declarations – IT7650 12-2017
Covered Persons Amendatory-Expanded Definition for Educational Institutions – IT7652 10-2010

**Exclusions include, but are not limited to:**

Description
<b>IT7872a 05-2022 Designated Country or Region Exclusion Russia, Belarus or Ukraine (including Crimea and the Luhansk and Donetsk regions), including their possessions and territories and any state or political subdivision thereof</b>
Commercial General Liability:
Pollution Exclusion – Named Peril, Time Element Exception Broad Form – IT7467 05-2011
Exclusion – Abuse or Molestation – IT7856 07-2018

**Exclusions include, but are not limited to:**

Description
Exclusion – Counseling Services – IT7722 08-2010
Exclusion – War or Terrorism – IT7828 08-2010
Contingent Auto Liability:
Exclusion – Injury to Participants – IT7512 03-2011
Exclusion – War or Terrorism – IT7829 03-2007
Kidnap and Extortion:
Cyber Exclusion – IT7655 03-2018
Intentionally self-inflicted “injury,” suicide or attempted suicide.
The “covered person(s)” is under the influence of drugs or intoxicants, unless taken under the advice of a “doctor.”

**Other Significant Terms and Conditions/Restrictions:**

Description
<p><b>Corporate Kidnap and Ransom/Extortion</b> – Coverage is not provided in the following countries: Afghanistan, Algeria, Angola, Belarus, Brazil, Burkina Faso, Cameroon, Chad, Chechnya, Colombia, Cuba, Democratic Republic of Congo, Georgia, Haiti, Indonesia, Iran, Iraq, North Korea, Lebanon, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Niger, Nigeria, Pakistan, Peru, Philippines, RussiaSaudi Arabia, Sri Lanka, East Timor, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Trinidad &amp; Tobago, Ukraine, Venezuela, Yemen, Zimbabwe, or any other country prohibited by law.</p> <p><b>Foreign Employers Responsibility with Executive Assistance Services</b> – Anywhere in the World except: The United States of America (including its territories or possessions), Puerto Rico, Canada and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America including Russia, Belarus or Ukraine.</p>

<b>Premium</b>	<b>\$50,100.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$50,100.00</b>
Minimum Earned Premium –	<b>\$20,000.00</b>

**Subject to Audit: Not Auditable**

Exposure
1,763 – Foreign Trips
If Any – Total Number of Autos
218 – Trips by Employee(s)
218 – Trips, 7 Days, 1 Employee
1,763 – Trips 7 Days, 1 Students/Chaperones

**Coverage:** International Property  
**Carrier:** ACE American Insurance Company  
**Policy Period:** July 1, 2022 to July 1, 2023

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

**Coinsurance or Agreed Amount:**

Description	Agreed Amount	Coinsurance %
Time Element Coinsurance: N/A	N/A	0%

**Coverage:**

Amount	Basis
\$250,000	Per Occurrence (Highest Total Insured Value for Any One Location)

**Deductibles:**

Coverage	Amount
Per Occurrence	\$2,500
Cargo – Any One Occurrence	\$2,500
Laptop Theft	\$2,500

**Additional Coverage:**

Description	Amount
Miscellaneous Personal Property	\$250,000
Miscellaneous Unnamed Insured Locations	\$250,000
Money and Securities	\$25,000
Transit	\$50,000
Government Activity	\$25,000
Cargo: Maximum Limit of Insurance	\$50,000

**Endorsements include, but are not limited to:**

Description
Broad Named Insured – IT7101 09-2011
Local Insurer Financial Impairment Collectability Endorsement – IT7109b 12-2015
Reporting Endorsement – School Districts and Schools – MS-40789 07-2017
Cargo Coverage – IT7578 12-2010
Government Activity Endorsement – IT7590 12-2010
Inflation Guard – IT7591 12-2010

**Endorsements include, but are not limited to:**

Description
Money and Securities – IT7606 06-2012

**Exclusions include, but are not limited to:**

Description
Earth Movement, Flood and Named Windstorm Exclusion – IT7581 12-2010
Electronic Data Exclusion (Named Perils Exception) – IT7585 02-2015
Exclusion – Terrorism – War – IT7588 12-2010

**Premium**

ESTIMATED PROGRAM COST	Included
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**Subject to Audit: Not Auditable**

# Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
ACE American Insurance Company	A++ XV	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

# Proposal Disclosures

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# Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

## Proposal Disclaimer

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

## Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

## TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

## Pool Funding Disclaimer

Arthur J. Gallagher & Co. does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loss fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

## Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

## Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

## Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

## Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

# Appendix

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# Claims Reporting By Policy

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## DIRECT REPORTING

Immediately report all claims for the following lines of coverage to the insurance carrier.

In the event of a claim, suit or loss under your Policy, contact your agent or broker. To report a claim, occurrence, accident, suit, loss or injury to us, in accordance with and as provided in the respective coverage parts of your Policy, please use any of the following methods, and please provide the information listed below, as well as any information your Policy requires:

By Email:	ChubbClaimsFirstNotice@chubb.com (This email address is to be used for new claim reporting only.)
By Fax:	877.395.0131 (Toll Free) 302.476.7254 (Local)
By Phone:	800.433.0385 (Business Hours) 800.523.9254 (After Hours)
By Mail – Address:	Chubb North American Claims P.O. Box 5122 Scranton, PA 18505-0554

Please be sure to include the following information, in addition to any specific information required by the applicable coverage part:

- ◆ Policy Holder Name
- ◆ Policy Number
- ◆ Type of loss
- ◆ Date of Event
- ◆ Description of loss
- ◆ Insured contact name and details (phone, email, etc.)
- ◆ Third Party contact name and details (phone, email, etc.)
- ◆ Any other pertinent information available

