

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-022

**ACCEPTING PROPOSAL FOR PROPERTY,
LIABILITY, AND UMBRELLA INSURANCE POLICIES**

WHEREAS, the Niagara Falls Water Board, in order to manage risks and to protect the entity against losses from accidents and disasters, secures insurance policies for loss to property and for various liability exposures; and

WHEREAS, the Water Board's current property, liability, and umbrella policies expire on October 18, 2020; and

WHEREAS, on September 28, 2020, USI, the Water Board's insurance broker, presented an insurance proposal for these coverages for the October 18, 2020 to October 18, 2021 policy period; and

WHEREAS, the total cost to procure the insurance proposed by USI is \$498,469.25;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED that on behalf of the Niagara Falls Water Board, the Executive Director hereby is authorized to accept the September 28, 2020 insurance proposal from USI and to pay to the underwriting companies a total premium of \$498,469.25.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

FA 0432.000/GA 0432.000 (Property Insurance)

FA 0433.000/GA 0433.000 (Liability Insurance)

Budget Line Provided by: K. Walker

Available Funds Confirmed by: K. Walker Note: Balance of premium will be paid from 2021 budget.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



Insurance Proposal

September 28, 2020

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

Client Name	Niagara Falls Water Board	USI Account Manager:	Jennifer Kirwan
Mailing Address	5815 Buffalo Avenue Niagara Falls, NY 14304	Phone Number:	716-314-2041
		Email:	Jennifer.Kirwan@usi.com

Named Insured:	Niagara Falls Water Board		
Policy Type:	Package, Auto, Professional, Umbrella		
Proposed Policy Term:	10/18/20 – 10/18/21	Quote Expires:	10/18/20
Insurance Carrier:	Zurich American		
Carrier Financial Rating:	A+	<input checked="" type="checkbox"/> Carrier Admitted	<input type="checkbox"/> Carrier Non-Admitted
Minimum Earned Premium, if applicable		Policy Subject to Audit	<input checked="" type="checkbox"/>
Summary of Proposed:	See attached Proposal		
Total Estimated Premium:	\$498,469.25	Terrorism included	<input checked="" type="checkbox"/>

Requirements to Effect Coverage	<input type="checkbox"/> Signed Application	<input type="checkbox"/> Payment in full or completed premium finance agreement
	<input checked="" type="checkbox"/> Signed Terrorism Disclosure Notice	<input type="checkbox"/> Make check payable to: PAYABLE NAME
	<input type="checkbox"/> Signed Carrier Rating Notification if financial rating is less than A-	<input checked="" type="checkbox"/> Authorization to order coverage
	<input type="checkbox"/> Signed Surplus Lines Disclosure and Acknowledgement	<input type="checkbox"/> Verification of Named Insured

Other Information

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. We can provide coverage for such items such as, but not limited to: flood, earthquake, wind, crime and cyber liability.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.



Important Provisions

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Audit based on:

Minimum & Deposit Premium:



USI Disclosures

COMMISSION DISCLOSURE POLICY: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.



AM Best Disclosures

Changes in the international insurance market have affected the ability of insurance brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. Some insurance carriers have suffered significant losses that may jeopardize their financial stability. Changes in an insurance company's financial condition can, of course, affect its ability to pay claims.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines of A- based on the A. M. Best Ratings of insurance companies. The A.M. Best Company is a recognized publisher of information concerning insurers based on many factors including financial stability. [A. M. Best's current rating scale is attached.](#)



Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++, C+	Marginal
B++, B+	Very Good	C and C-	Weak
D	Poor	F	In Liquidation
E	Under Regulatory Supervision	S	Rating Suspended

FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class	I	Less than	1,000
Class	II	1,000	to 2,000
Class	III	2,000	to 5,000
Class	IV	5,000	to 10,000
Class	V	10,000	to 25,000
Class	VI	25,000	to 50,000
Class	VII	50,000	to 100,000
Class	VIII	100,000	to 250,000
Class	IX	250,000	to 500,000
Class	X	500,000	to 750,000
Class	XI	750,000	to 1,000,000
Class	XII	1,000,000	to 1,250,000
Class	XIII	1,250,000	to 1,500,000
Class	XIV	1,500,000	to 2,000,000
Class	XV	2,000,000	to or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1	Insufficient Data	NR-2	Insufficient Size and/or Operating Experience
NR-3	Rating Procedure Inapplicable	NR-4	Company Request
NR-5	Not Formally Followed		



Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated 9/28/20, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

[illegible]

Date Signed



Premium Comparison

Coverage	Premium 2019-20	Premium 2020-21
Package – Total	\$358,066	\$378,742
Professional Liability	\$51,518	\$57,763
Umbrella	\$57,570	\$61,964
Total	\$467,154	\$498,469



**MUNIPLUS™ PROPOSAL
PACKAGE/PROFESSIONAL/UMBRELLA
NIAGARA FALLS WATER BOARD & NIAGARA FALLS PUBLIC**

ISSUE DATE: 9/25/2020
VALID THROUGH: 10/17/2020
INSURED: Niagara Falls Water Board & Niagara Falls Public
TERM: 10/18/2020 to 10/18/2021

UNDERWRITING COMPANY:

Primary Package (Property, Crime, General Liability, Auto Liability)	Zurich American Insurance Company (Admitted Paper) AM Best Rating A+ XV
Primary Professional Liability (Public Officials, EPL):	Zurich American Insurance Company (Admitted Paper) AM Best Rating: A+ XV
Umbrella:	Zurich American Insurance Company (Admitted Paper) AM Best Rating: A+ XV

PREMIUM AND PAYMENT TERMS:**

Package Premium: **	\$367,773.00
Professional Premium:	\$57,763.00
Umbrella Premium:	\$61,350.00
Subtotal Premium without TRIA:	<hr/> \$486,886.00
Property TRIA Premium:	\$6,018.00
Liability TRIA Premium:	\$721.00
Umbrella TRIA Premium:	\$614.00
NY Motor Vehicle Fee	\$360.00
Risk Engineering Resources Fee	\$250.00
NYFF	\$3,620.25
TOTAL PREMIUM (incl. TRIA/Fees)	<hr/> \$498,469.25 <hr/>

LIMITS and DEDUCTIBLES: See attached

***Premium is due at inception, payable in 30 days. Any state surcharges and fees are in addition to and not considered premium.*

COVERAGE SUMMARY OF LIMITS, DEDUCTIBLES & RETENTIONS:

LINES OF BUSINESS (Sublines/Sublimits)	LIMIT	AGGREGATE	DEDUCTIBLE/ RETENTIONS	COVERAGE TRIGGER
Property (Valuation—RCV) See Exhibit A	\$322,436,906	Blanket	See Exhibit A	Occurrence
Equipment Breakdown				
Property Damage (PD)	\$322,436,906	N/A	See Property Deductible	Occurrence
Spoilage	\$100,000 per Occurrence	N/A	See Property Deductible	Occurrence
Expediting Expense	Included in Property Extra Expense Limit	N/A	See Property Deductible	Occurrence
Pollutant Clean Up & Removal	Included in Property	\$250,000	See Property Deductible	Occurrence
Service Interruption	Included in Property Business Interruption /Extra Expense	N/A	See Property Deductible	Occurrence
Crime				
Employee Theft—Per Loss	\$100,000	Included	\$5,000	Occurrence
Theft, Disappearance & Destruction				
Inside	\$25,000	Included	\$5,000	Occurrence
Outside the Premises	\$25,000	Included	\$5,000	Occurrence
Faithful Performance	Included	Included	\$5,000	Occurrence
Auto Liability See Exhibit B	\$1,000,000	CSL	\$100,000	Accident
Personal Injury Protection (KY, NY, PA)	Included	N/A	N/A	Accident
Medical Payments (except KY)	\$10,000	N/A	N/A	Accident
Uninsured Motorist	\$50,000	N/A	N/A	Accident
Underinsured Motorist	\$50,000	N/A	N/A	Accident
Hired Auto Liability	\$1,000,000	N/A	N/A	Accident
Non-Owned Auto Liability	\$1,000,000	N/A	N/A	Accident

LINES OF BUSINESS (Sublines/Sublimits)	LIMIT	AGGREGATE	DEDUCTIBLE/ RETENTIONS	COVERAGE TRIGGER
General Liability	\$1,000,000	\$3,000,000	\$100,000	Occurrence
See Exhibit B				
Damage to Property Rented to You	\$1,000,000 (any one premises)	Included	\$100,000	Occurrence
Medical Benefits	\$10,000 (any one person)	Included	N/A	Occurrence
Personal & Advertising Injury	\$1,000,000 (any one person or organization)	Included	\$100,000	Occurrence
Products Completed Operations	\$1,000,000	\$3,000,000	\$100,000	Occurrence
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000	Occurrence
Public Officials Liability				
Retroactive Date: 1/1/1999	\$1,000,000	\$3,000,000	\$100,000	Claims Made
See Exhibit C				
Non-Monetary	\$25,000	\$25,000	N/A	Claims Made
Crisis Management	\$5,000	\$5,000	N/A	Claims Made
Employment Practices Liability				
Retroactive Date: 1/1/1999	\$1,000,000	\$3,000,000	\$100,000	Claims Made
See Exhibit C				
Umbrella	\$10,000,000	\$10,000,000	\$10,000 SIR	Follows Underlying

ALLIED PUBLIC RISK
EXHIBIT A – PROPERTY COVERAGE PART
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

PROPERTY COVERAGE PART			
Insured:	Niagara Falls Water Board & Niagara Falls Public	State:	NY
Covered Locations:	Per Statement of Values: Blanket coverage applies unless otherwise noted		
Coinurance:	90%		
Valuation:	Replacement Cost/Agreed Value	Form:	Special Form (including theft)

LIMITS	DEDUCTIBLE	COVERAGES (All coverage listed below applies per occurrence.)
\$322,436,906	\$50,000	Buildings
Included	Per Policy Deductible	Business Personal Property
Included in Building Limit	\$50,000	Pump and Lift Stations
\$5,000,000	2.00%	Earthquake (A percentage deductible applies separately to each building or contents limit not to exceed \$50,000)
\$10,000,000	\$100,000	Flood (Only available for Zone C and X (Unshaded), X500, X (Shaded) and B)
Not quoted	N/A	Named Storm Deductible – Minimum Deductible of N/A
Included in Building Limit	Per Policy Deductible	Equipment Breakdown

PUBLIC ENTITY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS			
LIMITS	DEDUCTIBLE	ADDITIONAL COVERAGE	
Included in Building Limit	Per Policy Deductible	Collapse -Abrupt collapse of a building or covered property. ISO Causes of Loss – Special Form	
25% of direct physical loss of or damage to covered property plus the deductible in the policy applicable to that loss or damage.	Per Policy Deductible	Debris Removal - We will pay for your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days .	
\$300,000 Per Location/Per Occurrence	Per Policy Deductible	Additional Debris Removal Expense – eligible if one or both of the explained circumstances apply.	
\$50,000	No Deductible	Fire Department Service Charge - Provides coverage for your liability for fire department service charges when the fire department is called to save or protect your covered property.	
\$250,000	Per Policy Deductible	Pollutant Clean up and Removal - During each separate 12 month period	
\$500,000	\$500 Deductible	Accounts Receivable (Per Occurrence Premises Limit)	
\$15,000 per animal	\$500 Deductible	Animal Mortality	Coverage is provided for loss caused by the death or destruction of your animals used for police department canine or equestrian patrol. \$100,000 annual aggregate
Included in Business Personal Property Limit	Per Policy Deductible	Building Glass - Tenant	
Included in the Building Limit	Per Policy Deductible	Building Ordinance or Law Coverage	Coverage A (Undamaged Building Coverage)
\$1,000,000 per building/per loss	Per Policy Deductible		Coverage B (Demolition)
	Per Policy Deductible		Coverage C (Increased Cost of Construction)

ALLIED PUBLIC RISK
EXHIBIT A – PROPERTY COVERAGE PART
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

LIMITS	DEDUCTIBLE	ADDITIONAL COVERAGE
\$1,000,000 per occurrence	Per Policy Deductible	Business Income and Extra Expense – Including Relocation Expenses and Costs to Equip and Operate the Replacement or Temporary Location, Civil Authority, Alterations and New Buildings, Extended Business Income up to 60 days, Interruption of Computer Operations and Food Contamination.
\$100,000	Per Policy Deductible	Food Contamination (Annual Aggregate Limit of Insurance)
\$100,000		Newly Acquired Location (Limit of Insurance Per Occurrence)
\$100,000		Utility Services Time Element (Limit of Insurance Per Occurrence)
\$100,000		Sales Tax Revenue Loss (Limit of Insurance Per Occurrence)
Increased Period to Comply with Ordinance or Law	No Deductible	Period of Restoration
\$50,000 any one occurrence	Per Policy Deductible	Electrical Utility Service Interruption – Direct Damage
\$10,000 Per Item \$100,000 Per Loss	\$500 Deductible	Fine Arts - Per Item and Per Loss Limit
\$25,000 annual aggregate	Per Policy Deductible	Fire Protective Device Recharge
Included in Building Limit	Per Policy Deductible	Foundations, Underground Pipes, Flues or Drains within 1,000 feet of described premises
\$100,000 any one occurrence \$5,000 maximum per item	\$500 Deductible	Grounds Maintenance Equipment
\$25,000 per occurrence	No Deductible	Inventory Costs, Preparation of Claim
\$2,000,000 each building \$1,000,000 contents	Per Policy Deductible	Newly Acquired or Constructed Property - Each Building Limit/Contents Limit
\$20,000	Per Policy Deductible	Non-Owned Detached Trailers
\$250,000 per location per occurrence	Per Policy Deductible	Outdoor Property (specific perils) - includes but not limited to Fences, Park Benches, Flagpoles, Communication Towers, Golf Course Greens, etc.
\$100,000 per loss	Per Policy Deductible	Paved Surfaces (limited perils)
\$25,000 each described premises	Per Policy Deductible	Personal Effects and Property of Others
\$100,000 per occurrence	\$500 Deductible	Portable Audio Visual and Communications Equipment
\$100,000	\$500 Deductible	Portable Emergency Response Equipment
\$100,000 per occurrence	\$500 Deductible	Portable Equipment Used in Your Law Enforcement Operations and Your Public Safety Operations
1,000 Ft.	Per Policy Deductible	Premises Boundary Increase Distance
\$100,000 per Occurrence	Per Policy Deductible	Property Off-Premises Including Transit (including property at fairs, trade shows and exhibitions)
\$100,000 per occurrence	Per Policy Deductible	Sewer Backup
\$100,000 each described premises	Per Policy Deductible	Theft of Building Materials and Supplies
\$100,000 per occurrence	\$500 Deductible	Traffic Lights, Traffic Signs, Parking Meters, Fire Hydrants, Guard Rails, Bus Shelters
\$500,000 each described premises	\$500 Deductible	Valuable Papers and Records (Other than Electronic Data) 1,000 feet of described premises

ALLIED PUBLIC RISK (NEW YORK)
EXHIBIT B –GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGE PARTS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

General Liability Coverage Part	
Limits	Coverage Enhancement
\$1,000,000	Sexual Abuse/Molestation Limit - \$100,000 Retention
\$1,000,000	Sexual Abuse/Molestation Aggregate
Included	Broad Governmental-Specific Definition of Insured
Included	Employees/Volunteers as Insureds
Included	Watercraft Liability (up to 51 feet)
Included	Good Samaritan Liability
Included	Herbicide / Pesticide Application
Included	Host Liquor Liability
Included	Broadened Contractual Liability
Included	Limited Contractual Liability for Personal Injury
Included	Broadened Property Damage Liability
Included	Broadened Pollution for Municipal Exposures (including herbicides/ pesticides, swimming pool maintenance, water and sewer operations, salt)

For water-related entities, the following may also be provided:

Limits	Coverage Enhancement
\$1,000,000	Failure to Supply
Included	Pollution exceptions for Potable Water Operations
Included	Use of Chemicals, Gas or Propane in your Water Operations
Included	Escape or Back-up from the Treatment Facility or Insured's Piping
Included	Elimination of Asbestos and Lead Exclusion wording relating to Potable Water

ALLIED PUBLIC RISK (NEW YORK)
EXHIBIT B –GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGE PARTS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

New York Commercial Automobile See Schedule of Vehicles		Number of Vehicle Units Quoted 54
Limits	Coverage	
Included	Employees and Volunteers as Insureds	
Not Included	Mutual Aid	
Not Included	Supplemental Spousal	
Included	Fellow Employee Coverage	

ALLIED PUBLIC RISK
EXHIBIT C – PROFESSIONAL LIABILITY COVERAGES, ENHANCEMENTS and EXTENSIONS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

Public Officials Liability
Coverage Features:
Claims Made and Reported Form
Defense in Addition to Limit
Sublimit for Defense for Non-Monetary claims
Modified Consent to Settle Clause with hammer clause at only 50% participation
Includes a broad definition of Loss including: Punitive Damages, Exemplary Damages or Multiple Damages , where insurable under applicable law. Most favorable jurisdiction wording applies.
Civil Rights coverage is provided.
Crisis Event coverage for public officials is provided.

ALLIED PUBLIC RISK
EXHIBIT C – PROFESSIONAL LIABILITY COVERAGES, ENHANCEMENTS and EXTENSIONS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

Employment Practices Liability
Coverage Features:
Claims Made and Reported Form
Defense in Addition to Limit
Third Party Discrimination Liability is included (harassment provided)
Civil Right coverage is provided
Crisis Event Coverage is provided
Business invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings, subject to exclusions
Includes a broad definition of Loss including: Punitive Damages, Exemplary Damages or Multiple Damages , where insurable under applicable law. Most favorable jurisdiction wording applies.

POLICY CONDITIONS

TERRITORY: United States and its territories or possessions

NON-AUDITABLE: The Policy is not subject to audit

GENERAL CONDITIONS:

- Coverage is not auditable, except in New York.
- The Business Auto Coverage requires 17-digit VIN numbers. The insured's policy cannot be released without this information.
- We require that the insured perform MVR reviews annually on all drivers and prior to hiring new drivers. By accepting this insurance policy, the insured confirms they have in place or agrees to adopt driver selection procedures and safe driving standards that include specific violation conditions indicating when an employee will not be allowed to operate entity vehicles or motorized equipment. These procedures will be subject to loss control review.
- Provide list of all Additional Insured - Loss Payees including their insurable interest for Auto and Property Exposures.
- Claim Reporting - Zurich North America- Claim Call Center - 800-987-3373. E-mail: usz_carecenter@zurichna.com. Fax: 877-962-2567 (877-ZNA-CLAIMS). Mail: Zurich Programs, PO Box 968017, Schaumburg, IL 60196-8017. Website: www.zurichna.com/claims.

SPECIFIC ADDITIONAL CONDITIONS:

- Our Minimum APD Deductibles for vehicles over \$100,000 and Under \$200,000 is \$1,000/\$1,000.

EXCLUSIONS:

Specifically excluded exposures include, *but are not limited to* the following. Please check provided policy specimen forms closely. Specific specimen exclusionary language will be provided upon request.

GENERAL:	Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Violation of Economic or Trade Sanctions.
PROPERTY	Exclusions as stated on the Building and Personal Property Coverage Form. Flood does not apply to any location(s) situated in a “special flood coverage area” as determined by the Federal Emergency Management Agency (FEMA). These areas are currently designated by FEMA as zones A, AE, AO, AH, A1-A30, A99, AR, AR/AE, AR/AO, AR/A1-A30, AR/AH, AR/A,V, V1-V30, VE, VO, X500, XFUT, B, XB, and X500 and on a FEMA Flood Rate Map, shaded X. Any area later designated by FEMA as a “special flood coverage area” at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a “special flood coverage area” designated at the time of a Covered Cause of Loss is not subject to this limitation.
EQUIPMENT BREAKDOWN:	Exclusions as stated on the Equipment Breakdown Endorsement.
INLAND MARINE:	
CRIME:	Exclusions as stated on the Crime coverage form.
BUSINESS AUTO/ BUSINESS AUTO PHYSICAL DAMAGE:	Exclusions as stated on the Business Auto Coverage Form, including but not limited to Racing, and the Business Auto Physical Damage Coverage Form.
GENERAL LIABILITY:	Exclusions as stated on the Commercial General Liability Coverage Form including but not limited to: Dams, Aircraft, Airport, Mold, Pollution, Asbestos (except as provided for in the Water Enhancement Endorsement), Lead Contamination, Silica, Electronic Data, Electronic Vandalism, Employers Liability (Stop Gap), Law Enforcement, Securities, Underground Storage Tanks, Workers Compensation. Policy excludes fireworks; however, the exclusion can be deleted on a display by display basis supported by the date of display and a copy of the contract with the pyrotechnic company for review.
LAW ENFORCEMENT:	

PUBLIC OFFICIALS:	Exclusions as stated on the Public Officials Liability Insurance Policy, including but not limited to: Distribution of Material in Violation of Statutes; Electronic Data; Electric Vandalism; Eminent Domain/Inverse Condemnation; Fiduciary, Financing, Taxes; Fines and Penalties; Fraudulent or Dishonest Acts; Maintain Insurance; Non-Monetary; Professional Services; Prior Notice, Pending or Prior Legal Action; Violations of Laws; Workers Compensation; Securities.
EMPLOYMENT PRACTICES:	Exclusions as stated on the Employment Practices Liability Insurance Policy, including but not limited to: Fiduciary, Employee Benefits, Fraudulent or Dishonest Acts, Labor Disputes, Maintain Insurance, Non-Monetary, Prior Notice, Prior or Pending Legal Action, Violation of Laws, Wage and Hour Law, Workers Compensation.
UMBRELLA:	Exclusions as stated on the Umbrella Coverage form

THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- Signed and Dated Public Entity Application, preferably the Allied Public Risk Application.
- Terrorism: Please refer to the attached Policyholder Disclosure Notice of Terrorism Insurance Coverage for the TRIA quote. This Proposal includes coverage for the TRA (Terrorism Risk Insurance Program) Reauthorization Act of 2015. The insured has the option to reject terrorism coverage. If the insured elects to reject the coverage, the attached Disclosure Notice of Terrorism Insurance Coverage must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included.
- Signed and Dated Uninsured/Underinsured Motorist Selection /Rejection Form.
- Optional Supplemental Spousal Liability Premium is available. Please refer to the Supplemental Spousal Liability Coverage Selection/Rejection Form for the annual premium. If desired, remit the Signed and Dated Supplemental Spousal Liability Coverage Selection/Rejection Form at time of bind request.
- Copy of the latest Dam Inspection reports and the insureds response to inspection deficiencies if any.
- Signed Statement of Values.
- Insured's FEIN Number.
- Provide Name, Phone Number and Email Address for both the Risk Manager and the Boiler & Machinery Inspection contacts.
- Provide a complete driver schedule including name, date of birth and license number.

ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2020 - 10/18/2021

TRANS TYPE*	LOC ID	BLDG NUM	**ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	1	1	10016 Colvin Bld	Pump Station	\$96,200	\$1,100	\$97,300	100.00000%
E	2	1	1002 Falls Street	Regulator 11A/11B	\$37,500	\$0	\$37,500	100.00000%
E	3	1	1124 Military Road	Lift Station	\$22,500	\$0	\$22,500	100.00000%
E	4	1	1201 Buffalo Avenue	Sewage Treatment Plant Main Plant	\$165,898,900	\$11,705,000	\$177,603,900	0.0563%
E	4	2	1201 Buffalo Avenue	Sewage Treatment Plant Power Substation	\$10,000	\$0	\$10,000	100.00000%
E	4	3	1201 Buffalo Avenue	Sewage Treatment Plant Storage & Office	\$10,000	\$0	\$10,000	100.00000%
E	4	4	1201 Buffalo Avenue	Sewage Treatment Plant Scum Collection	\$10,000	\$0	\$10,000	100.00000%
E	4	5	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.00000%
E	4	6	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.00000%
E	4	7	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.00000%
E	4	8	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.00000%

*Trans type – N-New, E-Existing, M-Modified, PD, Previously Deleted, D-Deleted

** Denotes No Flood Coverage applies to the location

 AUTHORIZED SIGNATURE

ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2020 - 10/18/2021

TRANS TYPE*	LOC ID	BLDG NUM	**ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	4	9	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.00000%
E	4	10	1201 Buffalo Avenue	Sewage Treatment Plant Storage	\$10,000	\$0	\$10,000	100.00000%
E	4	11	1201 Buffalo Avenue	Sewager Treatment Plant Storage	\$15,000	\$0	\$15,000	100.00000%
E	5	1	1565 101st Street	Lift Station	\$47,400	\$0	\$47,400	100.00000%
E	6	1	1757 Falls Street	Regulator 9	\$18,000	\$0	\$18,000	100.00000%
E	7	1	1780 Beech Avenue	Steel Water Tank	\$4,266,700	\$0	\$4,266,700	2.3437%
E	8	1	201 22nd Street	Gas Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	9	1	215 27th Street	SSI Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	10	1	227 12th Street	Regulator 10	\$18,000	\$0	\$18,000	100.00000%
E	11	1	300 27th Street	Regulator 4A	\$18,000	\$0	\$18,000	100.00000%
E	12	1	300 4th Street	Regulator 12	\$18,000	\$0	\$18,000	100.00000%
E	13	1	**305 Hyde Park	Regulator 6A/6B	\$37,500	\$0	\$37,500	100.00000%
E	14	1	315 19th Street	Regulator	\$18,000	\$0	\$18,000	100.00000%

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ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2020 - 10/18/2021

TRANS TYPE*	LOC ID	BLDG NUM	**ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	15	1	315 21st Street	Regulator 3A	\$37,500	\$0	\$37,500	100.00000%
E	16	1	315 22nd Street	Regulator 2A/2B	\$18,000	\$0	\$18,000	100.00000%
E	17	1	400 30th Street	Regulator 5	\$18,000	\$0	\$18,000	100.00000%
E	18	1	440 56th Street	Steel Water Tank	\$4,266,700	\$0	\$4,266,700	2.3437%
E	19	1	**4400 Royal Avenue	SSI Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	20	1	4700 Royal Avenue	SSI Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	21	1	4800 Pen Street	Gas Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	22	1	539 Cayuga Drive	Pump Station	\$18,700	\$0	\$18,700	100.00000%
E	23	1	5601 Buffalo Avenue	Lift Station	\$18,000	\$0	\$18,000	100.00000%
E	24	1	5815 Buffalo Avenue	Main Water Treatment	\$98,318,585	\$6,583,121	\$104,901,706	0.0953%
E	24	2	5815 Buffalo Avenue	Chlorine Water Treatment	\$5,000	\$0	\$5,000	100.00000%
E	24	3	5815 Buffalo Avenue	Power back-up/Screening Water Treatment	\$5,000	\$0	\$5,000	100.00000%
E	24	4	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.00000%

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 AUTHORIZED SIGNATURE

ALLIED PUBLIC RISK – STATEMENT OF VALUES

Zurich American Insurance Company

INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304

POLICY YEAR EFFECTIVE: 10/18/2020 - 10/18/2021

TRANS TYPE*	LOC ID	BLDG NUM	**ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	24	5	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.00000%
E	24	6	5815 Buffalo Avenue	Water Treatment Security/Storage	\$5,000	\$0	\$5,000	100.00000%
E	24	7	5815 Buffalo Avenue	Water Treatment/Pump House	\$50,000	\$0	\$50,000	100.00000%
E	25	1	8020 Stephenson Avenue	Lift Station	\$23,000	\$0	\$23,000	100.00000%
E	26	1	8025 Frontier Avenue	Lift Station	\$65,000	\$0	\$65,000	100.00000%
E	27	1	**8090 W . Rivershore	By-Pass Pump Station	\$20,000	\$0	\$20,000	100.00000%
E	28	1	8643 Griffin Avenue	Lift Station	\$20,000	\$0	\$20,000	100.00000%
E	29	1	920 Whirlpool Street	Gorge Pump Station	\$30,471,500	\$59,000	\$30,530,500	0.3275%
E	30	1	932 91st Street	Lift Station	\$27,000	\$0	\$27,000	100.00000%

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** Denotes No Flood Coverage applies to the location

AUTHORIZED SIGNATURE

ALLIED PUBLIC RISK –AUTO SCHEDULE
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2020

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	1	2018	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B61JEB73778	Actual Cash Value
E	2	2018	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B67JEB73669	Actual Cash Value
E	3	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP2JFC47776	Actual Cash Value
E	4	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP0JFC47775	Actual Cash Value
E	5	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP9JFC47774	Actual Cash Value
E	6	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD5JUB76465	Actual Cash Value
E	7	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD7JUB76466	Actual Cash Value
E	8	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD9JUB76467	Actual Cash Value
E	9	2018	FORD	TRANSIT	\$0	No Coverage	No Coverage	NM0LS6E74J1369890	Actual Cash Value
E	10	2017	FORD	F350	\$0	No Coverage	No Coverage	1FDRF3H69HEF40344	Actual Cash Value
E	11	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EPSHFB97501	Actual Cash Value
E	12	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP3HFC41382	Actual Cash Value
E	13	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP3HFA06593	Actual Cash Value
E	14	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTE1WEP1HFB47212	Actual Cash Value
E	15	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EPOHFC19047	Actual Cash Value
E	16	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTFW1EF2HFB79596	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

ALLIED PUBLIC RISK –AUTO SCHEDULE

Zurich American Insurance Company

INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304

POLICY YEAR EFFECTIVE: 10/18/2020

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	17	2017	FORD	F150	\$0	No Coverage	No Coverage	1FT7X2B66HEC35864	Actual Cash Value
E	18	2017	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B66HEC88404	Actual Cash Value
E	19	2017	FORD	FUSION E	\$0	No Coverage	No Coverage	3FA6POPU5HR148189	Actual Cash Value
E	20	2017	FORD	FUSION E	\$0	No Coverage	No Coverage	3FA6POPUSHR345850	Actual Cash Value
E	21	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	IGCVKNEC2GZ303044	Actual Cash Value
E	22	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC8GZ305929	Actual Cash Value
E	23	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC1GZ303620	Actual Cash Value
E	24	2016	FORD	F350	\$0	No Coverage	No Coverage	1FD8W3H67GEA44727	Actual Cash Value
E	25	2015	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU0F73FUC81665	Actual Cash Value
E	26	2015	FORD	E250	\$0	No Coverage	No Coverage	1FT7W2B67FED69508	Actual Cash Value
E	27	2015	FORD	F350	\$0	No Coverage	No Coverage	1FT8W3B67FEB07157	Actual Cash Value
E	28	2013	FORD	F250	\$0	No Coverage	No Coverage	1FTBF2B6XDEB30574	Actual Cash Value
E	29	2018	JOHN DEER	410 BACKHOE	\$0	No Coverage	No Coverage	1T0410LXCJF324839	Actual Cash Value
E	30	2018	JOHN DEER	JOHN DEER	\$0	No Coverage	No Coverage	1FF0356XLJK281945	Actual Cash Value
E	31	2014	JOHN DEER	BACKHOE-310	\$0	No Coverage	No Coverage	1T03105KJEE265634	Actual Cash Value
E	32	2011	New Holland	BACKHOE	\$0	No Coverage	No Coverage	NBH01706	Actual Cash Value
E	33	2018	WESTERN STAR	BIG RED 4700	\$0	No Coverage	No Coverage	5KKHAVDV4JLJZ2301	Actual Cash Value

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ALLIED PUBLIC RISK –AUTO SCHEDULE

Zurich American Insurance Company

INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304

POLICY YEAR EFFECTIVE: 10/18/2020

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	34	2018	TRAILER KING	TK12U TILT-UTILITY TRAILER	\$0	No Coverage	No Coverage	1TKU02624JR047656	Actual Cash Value
E	35	2017	FORD	E350 CUTAWAY	\$0	No Coverage	No Coverage	1FDWE3FS1HDC22066	Actual Cash Value
E	36	2016	FORD	F65 DUMP	\$0	No Coverage	No Coverage	1FDNF6AY9GDA00167	Actual Cash Value
E	37	2011	EH/WA	TRAILER	\$0	No Coverage	No Coverage	1E9PT1510BC297575	Actual Cash Value
E	38	2010	INGERSOL-RAND	TRAILER	\$0	No Coverage	No Coverage	4FVCABDA5BU418206	Actual Cash Value
E	39	2020	PETERBILT	TANDEM DUMP	\$0	No Coverage	No Coverage	2NP3LJ0X9LM682058	Actual Cash Value
E	40	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10612VD021569	Actual Cash Value
E	41	1997	BIG TEX	TRAILER	\$0	No Coverage	No Coverage	4K8NX1628V1C20985	Actual Cash Value
E	42	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10615VD021565	Actual Cash Value
E	43	1991	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	954965	Actual Cash Value
E	44	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	11TAF14911034782	Actual Cash Value
E	45	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	112TAF14711034781	Actual Cash Value
E	46	1989	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	900530	Actual Cash Value
E	47	1989	EAGER BEAVER	TRAILER	\$0	No Coverage	No Coverage	112TAF14XXKL032330	Actual Cash Value
E	48	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2402	Actual Cash Value
E	49	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2403	Actual Cash Value
E	50	1986	TRAIL KING	TRAILER	\$0	No Coverage	No Coverage	1TKU01010GMB57553	Actual Cash Value

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ALLIED PUBLIC RISK –AUTO SCHEDULE

Zurich American Insurance Company

INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304

POLICY YEAR EFFECTIVE: 10/18/2020

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	51	2017	FREIGHTLINER	VACUUM PRESSURE	\$0	No Coverage	No Coverage	1FVHG5FE1JHJP7422	Actual Cash Value
E	52	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639460	Actual Cash Value
E	53	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639461	Actual Cash Value
E	54	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639462	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$6739.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

<hr/> <div>Policyholder/Applicant’s Signature</div> <hr/> <div>Print Name</div> <hr/> <div>Date</div>	<div>Zurich American Insurance Company</div> <hr/> <div>Insurance Company</div> <div>Niagara Falls Water Board & Niagara Falls</div> <div>Public</div> <hr/> <div>Insured</div>
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**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
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YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$614.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

<hr/> <div>Policyholder/Applicant’s Signature</div> <hr/> <div>Print Name</div> <hr/> <div>Date</div>	<div>Zurich American Insurance Company</div> <hr/> <div>Insurance Company</div> <div>Niagara Falls Water Board & Niagara Falls</div> <div>Public</div> <hr/> <div>Insured</div>
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New York Explanation And Offer Of Additional Coverages: Supplementary Uninsured/Underinsured Motorists (SUM) Insurance



I. EXPLANATION OF THE DIFFERENCE BETWEEN STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGES

Under New York law you must buy **either** Statutory Uninsured Motorists Coverage **or** Supplementary Uninsured/Underinsured Motorists (SUM) Coverage, which includes the Statutory Uninsured Motorists Coverage. This section is an advisory explanation of the primary differences between these two types of coverages, but is not intended to be a substitute for a complete review of both coverages. If there is any conflict between the policy and this explanation, the provisions of **your** policy apply. If you have any questions regarding this information, please contact your agent, insurance company, or the New York Department of Financial Services for further explanation.

TYPE 1: STATUTORY UNINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage compensates you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damages for bodily injury or death from an accident caused by an owner or operator of an **uninsured motor vehicle**. An uninsured motor vehicle is a motor vehicle that either has no liability insurance coverage or is operated by a hit-and-run driver. In order to drive your automobile upon the roads of this State, you **must** obtain this coverage as your **minimum limits**.

If someone is injured as a result of an accident with an uninsured motor vehicle, your Statutory Uninsured Motorists Coverage can pay up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. If someone is killed as a result of such an accident, your Statutory Uninsured Motorists Coverage can pay up to \$50,000 for each person killed, with a \$100,000 maximum for each accident resulting in death to two or more people. These limits are the **only** limits you can obtain under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for bodily injury or death only if the car accident happens **in-state**, that is, in the State of New York.

TYPE 2: SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) INSURANCE COVERAGE

You have the right to purchase additional limits of insurance coverage, called Supplementary Uninsured/Underinsured Motorists (SUM) Insurance Coverage. This coverage provides you, or other persons insured under your motor vehicle insurance policy, with the Statutory Uninsured Motorists Coverage (described above) plus additional coverages, which may provide you with a greater degree of protection.

SUM coverage, similar to Statutory Uninsured Motorists Coverage, provides you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damage for bodily injury if there is an accident. Here, in contrast however, you have the opportunity to choose the amount of **uninsured motorists** coverage desired (from an offering from the insurance company which is provided below). Additionally, since there is a possibility of an accident occurring between you and an **underinsured motorist**, SUM insurance can provide you with "underinsured" coverage, which is coverage for an accident between you and a car that has bodily injury liability insurance that is less than your own bodily injury liability limits that you have on your own car. However, please note that the SUM coverage cannot exceed the limits of the third-party liability coverage that you have on your own car.

Also, SUM coverage provides coverage for bodily injury or death for not only in-state accidents, but also **out-of-state accidents**.

II. OFFERINGS

The law requires that we offer you SUM limits up to \$250,000 per person, \$500,000 per accident split limits, or \$500,000 per accident single limit provided that SUM limits do not exceed the limits of your bodily injury coverage.

If you elect to purchase SUM Coverage, select one limit below. Indicate your selection with an ☒. Do not check more than one box below.

Alternatively, if you want Statutory Uninsured Motorists Coverage limits as explained in Section I. above then do not check a box below and your policy will automatically be issued with Statutory Uninsured Motorists Coverage limits as explained in Section I. above.

Election of SUM Coverage

(Do not complete if you want Statutory Uninsured Motorists Coverage)

I select SUM coverage at the following limit (choose one):

Split Limits	OR	Combined Single Limit
<input type="checkbox"/> \$25,000 per person/\$50,000 per accident		<input type="checkbox"/> \$50,000 per accident
<input type="checkbox"/> \$50,000 per person/\$100,000 per accident		<input type="checkbox"/> \$100,000 per accident
<input type="checkbox"/> \$100,000 per person/\$300,000 per accident		<input type="checkbox"/> \$250,000 per accident
<input type="checkbox"/> \$250,000 per person/\$500,000 per accident		<input type="checkbox"/> \$350,000 per accident
<input type="checkbox"/> \$500,000 per person/\$1,000,000 per accident		<input type="checkbox"/> \$500,000 per accident
<input type="checkbox"/> \$_____ per person/\$_____ per accident (Other)		<input type="checkbox"/> \$1,000,000 per accident
		<input type="checkbox"/> \$_____ per accident (Other)

III. IMPORTANT SUM NOTICE:

For purposes of further clarification, New York law requires that the following explanation, as provided in 11 NYCRR 60-2.1, be provided to you in this notice:

- **SUM provides additional insurance coverage for bodily injury, including death resulting therefrom, sustained by an insured, as a result of an accident involving a negligent owner of operator of another motor vehicle who:**
 - (1) **May have no insurance whatsoever; or**
 - (2) **Even if insured, is only insured for third-party bodily injury coverage at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.**
- **An insurer shall not offer SUM coverage in an amount exceeding the third-party liability coverage limits purchased by the policyholder. The policy shall provide coverage for any insured under the policy for:**
 - (1) **bodily injury to such person, up to the limit of the SUM coverage purchased; and**
 - (2) **Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.**
- **The maximum amount payable under the SUM coverage shall be the policy's SUM limit reduced and thus offset by any motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.**

IV. **EXAMPLES:**

As provided in 11 NYCRR 60-2.2, the following examples, unless otherwise noted, illustrate the proper application of SUM coverage:

1. Example One:	
Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result: In this example, the insured has purchased the maximum amount of SUM coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM coverage, for a total recovery of \$250,000. In the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM coverage from the insured's own insurer. However, if the owner or operator of the other motor vehicle was not negligent, then the insured would receive no SUM payments.	

2. Example Two:	
Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result: Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle. The insured receives nothing under the SUM coverage, which equals the mandatory UM coverage, since the liability limits on the other owner or operator's motor vehicle were not lower than the liability insurance limits on the insured's motor vehicle. If the insured's liability and SUM limits were both \$50,000, then the insured would collect another \$25,000 in SUM coverage from the insured's own insurer.	

3. Example Three:	
Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000
Result: Insured recovers \$50,000 from the negligent owner or operator of the other motor vehicle and \$10,000 under the SUM coverage, which is the difference between the amount of the insured's SUM coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.	

4. Example Four:	
Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:

If the insured and the owner or operator of the other motor vehicle were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the negligent owner or operator of the other motor vehicle owner and \$50,000 under the SUM coverage.

On the other hand, if the owner or operator of the other motor vehicle was totally at fault for the accident, then the insured would recover \$25,000 from the negligent owner or operator and would then receive \$75,000 in SUM coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

5. Example Five:

Insured's Bodily Injury Damages	\$ 25,000
Passenger's Bodily Injury Damages	\$ 25,000
Another Passenger's Damages that resulted in death	\$ 55,000
Insured's Combined Single Liability (CSL) Limit	\$ 75,000
Insured's CSL SUM Limit	\$ 75,000
Other Motor Vehicle Liability Limit	Uninsured (i.e. no coverage)

Result: Since the other motor vehicle was uninsured, the full \$75,000 CSL SUM limit is available for all insured persons from this accident under the policy. However, since the accident involves insured persons who were both injured and killed, the mandatory UM limits of \$25,000 per person and \$50,000 per accident for injured persons and \$50,000 per person and \$100,000 per accident for persons killed in the accident are available. Therefore, the insured and first passenger each recover \$25,000 and the second passenger's estate recovers the full \$50,000 under the SUM coverage.

If the insured's CSL and CSL SUM limit were each \$300,000 and the insured's damages amounted to \$200,000, then all insured persons would be covered under the SUM coverage as the total damages (\$200,000 + \$25,000 + \$50,000 = \$275,000) are less than the \$300,000 CSL SUM limit.

I understand that my selection applies to all of the vehicles on my policy that are registered or principally garaged in New York, including any additional or replacement vehicles that I may add in the future. My selection also applies to each subsequent renewal unless I request different coverage in writing.

APPLICANT/NAMED INSURED'S SIGNATURE

Niagara Falls Water Board & Niagara Falls Public

PRINT OR TYPE NAME

DATE

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance Coverage.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse even when the injured spouse must prove the culpable conduct of the insured spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. **For example:**

Insured's bodily injury policy coverage limit: **\$100,000/300,000**

Insured's bodily injury damage claim paid to spouse: **\$75,000**

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of **\$100,000 per person: \$225,000 per accident.**

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e. pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for Supplemental Spousal Liability coverage is \$1,636

If you do not elect to purchase this coverage and do not remit the additional premium, Supplemental Spousal liability coverage is not included in your motor vehicle insurance policy.

☐ I hereby request Supplemental Spousal Liability coverage.

☐ I hereby reject Supplemental Spousal Liability coverage.

Coverage is generally described here. Only the policy provides a completed description of coverages and limitations.

		Zurich American Insurance Company
Authorized Signature of the Insured		Insurance Company
Print Name Above		Policy Number

Date		Insured Name

Zurich Programs Claims Reporting Guide

Zurich knows our customers need the ability to report claims anytime, anywhere. That is why we offer a variety of options to make the claim reporting process as flexible and convenient as possible.

Claims are automatically assigned to the appropriate claims office and claims specialist upon receipt. This allows our experienced claims specialists to have immediate access to all claim information so claims can be processed quickly and efficiently – no matter what reporting option is used.

Claims reporting options

- **Online:** webclaims.zurichna.com
- **Email:** Email your claim form to usz_carecenter@zurichna.com
- **Phone:** Call 800-987-3373 toll-free
- **Fax:** Fax your claim form to 877-962-2567 (877-ZNA-CLAIMS)
- **Postal Mail:** Mail your claim form to:

Zurich Programs
PO Box 968017
Schaumburg, IL 60196-8017

Additional claims resources

In addition you can visit our website at www.zurichna.com/claims to access a variety of resources that will help you quickly and easily process your claim, including:

- **Claims Adjuster:** Follow up on an existing claim > Locate my claim professional

**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND
CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**NOTICE REGARDING TERRORISM PREMIUM
(FOR COMMERCIAL AUTOMOBILE INSURANCE)**

SCHEDULE*

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance:

\$301

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Terrorism Risk Insurance Act ("TRIA")

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and, at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses.

B. Disclosure of Terrorism Premium

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.