

The Stevenson Company

Summary of Coverage

For

City of Grosse Pointe Woods

October 1, 2021

Robert J. Bucko, President
Stevenson Company
43422 West Oaks Drive, # 300
Novi, Michigan 48377

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U. S. Specialty Insurance Company

Support and Service Companies:

U.S. Specialty Insurance
1700 Opdyke Court
Auburn Hills, MI 48326

A.M. Best Rating A++ (Superior)

Marketing and Service:

Robert J. Bucko, President
Shanda Maino, Risk Management
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Risk Control Administration:

Pat Nelson & Jennifer Venema

U. S. Specialty Insurance
1700 Opdyke Court
Auburn Hills, MI 48326

(248) 371-3100

Claims Administration:

Sharon Wood, Claims Manager
Katie Toman, Property Claims Manager
Scott Stinson, Claims Litigation Manager

U. S. Specialty Insurance
1700 Opdyke Court
Auburn Hills, MI 48326

(248) 371-3100

I. COMPREHENSIVE GENERAL LIABILITY

Limit of Liability per Occurrence	\$ 10,000,000.
Limit of Liability Policy Aggregate	\$ 12,000,000.
Deductible Per Occurrence	\$ 15,000.00

Additionally, Named:

The "Who is an Insured" provision of the Liability Form includes the following while acting within the scope of their duties and at the direction of the Named Insured.

- A. The City of Grosse Pointe Woods; Department; Board or Commissions; or Non-For-Profit Corporation, which is owned and controlled by the Named Insured,
- B. An Individual while acting in a capacity as director, officer, trustee, employee or staff member,
- C. Any volunteer,
- D. An Elected or Appointed Official or member of any board or commission or agency of the Named Insured.

Additionally, Included:

- A. Personal Injury also includes:
 - 1. Oral or written publication or material that is slander or libel,
 - 2. Oral or written publication of material that violates a person's right of privacy,
 - 3. False or improper service of process,
 - 4. Discrimination,
 - 5. Violation of the Federal Civil Rights Act of 1871 or 42 USC 1983 or similar laws.

- B. Contractual Liability-Coverage for the Named Insured when it becomes Obligated Liability Assumed Through Contractual Agreements,
- C. Advertising Liability – Includes “Slogan” Infringement,
- D. Incidental Medical Malpractice – Included,
- E. Cemetery Professional Liability – Included
- F. Marina Operators Legal Liability - \$ 1,000,000 Each Occurrence, \$ 1,000,000 Policy Aggregate, \$ 10,000 Deductible
- G. Host Liquor Liability – Included,
- H. Sewer Backup Liability – No Coverage,
- I. Fire Legal Liability - \$ 500,000,
- J. Sexual Abuse & Molestation – Included,
- K. Bodily Injury and Property Damage Liability also includes:
 - 1. The definition of occurrence includes the intentional act by or at the direction of the additional insured which results in bodily injury or property damage if such injury arises from the use of reasonable force for the purpose of protecting persons or property, and
 - 2. Mental Anguish, Mental Injury, and Humiliation,
- L. Medical Payments Per Person - \$ 10,000.00, and
- M. Defense Cost Outside the Limit of Liability.

II. WRONGFUL ACTS LIABILITY (E&O)

Limit of Liability Each Occurrence - \$ 10,000,000.

Limit of Liability Policy Aggregate – \$ 10,000,000.

Deductible – \$ 15,000.00 Each Occurrence

Additionally Included:

1. Coverage addresses Not Only Department Commission Officials, Board Members and Employees but the Named Insured as well,
2. “Occurrence” Form Coverage,
3. Employee Benefit Liability – Included,
4. Private Property use Restriction Limit – \$ 1,000,000 Each Occurrence, Aggregate
5. “Pay on Behalf” Provisions,
6. Also includes, “All persons who were, now are, shall be lawfully elected, appointed or employed officials of the Named Insured while acting within the scope of their duties for the Named Insured.

III. EMPLOYMENT PRACTICES LIABILITY

Limit of Liability Each Occurrence - \$ 10,000,000.

Limit of Liability Policy Aggregate – \$ 10,000,000.

Deductible – \$ 15,000.00 Each Occurrence

Additionally Included:

1. Pay of Behalf Provision,
2. Coverage addresses Not Only Officials, Board Members and Employees but the Named Insured as well,
3. Wrongful Discharge, **Occurrence-Made Form**,
4. Also includes, “All persons who were, now are, shall be lawfully elected, appointed or employed officials of the Named Insured while acting within the scope of their duties for the Named Insured.

Wrongful Discharge – An at-will employee’s cause of action against his former employer, alleging that his/her discharge was in violation of state or federal anti-discrimination statutes, public policy, an implied employment contract, or an implied covenant of good faith and fair dealing. Federal statutes prohibit discrimination in employment on the basis of sex, age, race, nationality, religion, or being handicapped; Title VII of the 1964 Civil Rights Act, Age Discrimination in Employment Act, Equal Pay Act, Sex Discrimination in Employment Based upon Pregnancy Act.

Employment At Will – This doctrine provides that, absent of express agreement to contrary, either employer or employee may terminate their relationship at any time. Such employment relationship is one which has no specific duration, and such a relationship may be terminated at will by either the employer or employee, for or without cause.

IV. LAW ENFORCEMENT LIABILITY

Limit of Liability Each Occurrence - \$ 10,000,000.

Limit of Liability Policy Aggregate – \$ 10,000,000.

Deductible Including Claim Expense - \$ 15,000.

Additionally Named Insured:

1. All full and part-time paid employees of the Law Enforcement Department,
2. Unpaid Volunteers and Reserves,
3. All persons who were, now are or shall be lawfully elected, appointed or employed officials of the Named Insured,
4. Your Employees while engaged in law enforcement or security duties of others, but only to the extent authorized by the Named Insured.

Additionally Included Coverage:

- 1 Assault and Battery,
2. False Arrest, Detention or Imprisonment or Malicious Prosecution,
3. False or Improper Service of Process,
4. Civil Rights Violations (Includes Federal Civil Rights)

5. Property in the Care, Custody and Control of the Law Enforcement Department,
6. Libel, Slander, Defamation of Character,
7. Wrongful Entry or Eviction,
8. Discrimination,
9. Mental Anguish, Mental Injury, Humiliation,
10. Non-Owned Watercraft,
11. Hot Pursuit Claims, and
12. Canine Liability Coverage. (if applicable)

IV. VEHICLE LIABILITY & PHYSICAL DAMAGE

Limit of Liability Each Occurrence - \$ 10,000,000,

Vehicle Liability Deductible - \$ -0-,

Limit of Liability Policy Aggregate – \$ **Unlimited**,

Uninsured & Underinsured Motorists - \$ 10,000,000,

Personal Injury Protection – Included,

Property Protection Insurance – Included,

Mini-Tort Liability – Included,

Hired & Non-Owned Vehicle Liability – Policy Limits,

Comprehensive Deductible - \$ 2,500.00, and

Collision Deductible - \$ 12,500.00

VI. VOLUNTEER ACCIDENT & MEDICAL

A. Accident Medical Expense Benefit

- 1. Covers Board Members & Volunteers**
- 2. Limit of Coverage Per Person - \$ 100,000**
- 3. Deductible – NONE**

B. Accidental Death Benefit

- 1. Limit of Coverage - \$ 25,000**

C. Accidental Dismemberment Benefit

- 1. Limit of Coverage - \$ 50,000**

D. Accidental Paralysis Benefit

- 1. Limit of Coverage - \$ 50,000**

E. Accidental Death, Dismemberment & Paralysis

- 1. Limit of Coverage - \$ 100,000**

F. Aggregate Limit of Liability

- 1. Limit of Liability Per Policy Period - \$ 500,000**

G. Underwritten by TMHCC/Philadelphia Insurance Company

VII. CYBER LIABILITY COVERAGE

A. Cyber Incident Response:

- 1. Incident Response Costs - \$ 1,000,000 Each Claim**
- 2. Legal and Regulatory Costs - \$ 1,000,000 Each Claim**
- 3. IT Security and Forensic Costs - \$ 1,000,000 Each Claim**
- 4. Crisis Communication Costs - \$ 1,000,000 Each Claim**
- 5. Privacy Breach Management Costs - \$ 1,000,000 Each Claim**
- 6. Third Party Privacy Breach Costs - \$ 1,000,000 Each Claim**
- 7. Post Breach Remediation Costs - \$ 50,000 Each Claim**

B. Cyber Crime

- 1. Funds Transfer Fraud - \$ 100,000 Each Claim**
- 2. Theft of Funds Held in Escrow - \$ 100,000 Each Claim**
- 3. Theft of Personal Funds - \$ 100,000 Each Claim**
- 4. Extortion - \$ 1,000,000 Each Claim**
- 5. Corporate Identity Theft - \$ 100,000 Each Claim**
- 6. Telephone Hacking - \$ 100,000 Each Claim**
- 7. Push Payment Fraud - \$ 50,000 Each Claim**
- 8. Unauthorized Use of Computer Resources - \$ 100,000 Each Claim**

c. System Damage and Business Interruption

1. **System Damage and Rectification Costs - \$ 1,000,000 Each Claim**
2. **Income Loss and Extra Expense - \$ 1,000,000 Each Claim**
3. **Dependent Business Interruption - \$ 1,000,000 Each Claim**
4. **Consequential Reputation Harm - \$ 1,000,000 Each Claim**
5. **Claim Preparation Costs - \$ 25,000 Each Claim**
6. **Hardware Replacement Costs - \$ 1,000,000 Each Claim**

D. Network Security Liability

1. **Network Security Liability - \$ 1,000,000 Each Claim**
2. **Privacy Liability - \$ 1,000,000 Each Claim**
3. **Management Liability - \$ 1,000,000 Each Claim**
4. **Regulatory Fines - \$ 1,000,000 Each Claim**
5. **PCI Fines, Penalties and Assessments - \$ 1,000,000 Each Claim**
6. **Defamation - \$ 1,00,000 Each Claim**
7. **Intellectual Property Rights Infringement - \$ 1,000,000 Each Claim**
8. **Court Attendance Cost - \$ 100,000 Each Claim**

Deductible (All Coverage Parts) - \$ 20,000.00

VIII. REAL & PERSONAL PROPERTY

- A. Blanket Real and Personal Property – \$ 16,235,391.00**
- B. Basis of Loss: Replacement Cost Provision, Agreed Amount**
- C. Deductible - \$ 15,000.00 Each Occurrence**
- D. Mechanical Breakdown (Boiler) – Full Policy Limits**
- E. Special Form Perils**

Additional Included Coverage:

- 1. Boiler & Machinery – Full Policy Limits,**
- 2. EDP Hardware & Software - \$ 250,000 Each Location,**
- 3. Communication Towers - \$ 100,000 Any One Loss,**
- 4. Electrical Utility Service Interruption - \$ 25,000 Each Occurrence,**
- 5. Newly Acquired Buildings - \$ 500,000,**
- 6. Valuable Papers & Records - \$ 250,000 Each Occurrence,**
- 7. Law and/or Ordinance Coverage - \$ 500,000 (A,B,C),**
- 8. Grounds Maintenance Equipment - \$ 100,000 Per Loss,**
- 9. Underground Pipes, Flues or Drains - \$ 1,000,000,**
- 10. Newly Acquired Buildings - \$ 1,000,000,**
- 11. Newly Acquired Contents - \$ 250,000,**
- 12. Earthquake Coverage - \$ 1,000,000 (\$50,000 Deductible),**
- 13. Property in Transit - \$ 25,000 Limit, and**
- 14. Inflation Guard (Property) – 2.5% Per Quarter,**

IX. FLOOD COVERAGE (First Party)

A. Limit of Liability - \$ 500,000 Each Occurrence,

B. Deductible - \$ 5,000.00

C. Locations Covered:

1. 20025 Mack Plaza Municipal Court / City Hall,
2. 23000 Jefferson - Park Restrooms,
3. 1200 Parkway -City Garage, and
4. 1250 Torrey Road -Pumping Stations

X. SCHEDULED & UNSCHEDULED PROPERTY

- Total Limit of Scheduled and Unscheduled Property - \$ 2,645,100.00
- Deductible Per Occurrence - \$ 1,000.00
- Replacement Cost Basis of Claim Settlement

Summary of Covered Items:

1. Miscellaneous Property & Equipment - \$ 75,000.00,
2. Emergency Portable Equipment - \$ 150,000.00,
3. Contractor Equipment Rented from Others - \$ 100,000.00,
4. Rental Reimbursement - \$ 2,500.00,
5. Miscellaneous Police Equipment - \$ 20,000.00,
6. Magic Square Lights - \$ 150,000.00,
7. Tables, Bar-b-que Pits - \$ 55,000.00,
8. Tennis Courts - \$ 360,000.00,
9. Outdoor Equipment - \$ 65,000.00,
10. Outdoor Lights - \$ 60,000.00,
11. Marina Docks and Equipment - \$ 600,000.00,
12. Crest Pontoon - \$ 15,000.00,
13. Golf Carts - \$ 10,000.00,
14. Fisher Spreader - \$ 7,000.00,
15. Trackless Tractor - \$ 172,000.00,

16. Komatsu Front End Loader - \$ 204,000.00,
17. JCB Backhoe - \$ 105,000.00,
18. JNDRE Tractor, Loader, and Backhoe - \$ 19,000.00,
19. JNDRE Tractor - \$ 27,000.00,
20. JNDRE Tractor with Plow - \$ 18,000.00,
21. Ford Sweepster Leaf Machine - \$ 9,000.00,
22. Falcon Hot Patch - \$ 9,300.00,
23. Ford Sweepster Leaf Machine - \$ 27,000.00,
24. American Road Leaf Sucker - \$ 34,000.00,
25. Hyster Forklift - \$ 4,000.00,
26. Xtremevac Leaf Vacuum - \$ 47,000.00,
27. Falcon Hot Patch - \$ 8,800.00,
28. Trackless Tractor - \$ 172,000.00,
29. John Deere 4200 Tractor - \$ 10,000.00,
30. Ford Sweepster 710 Leaf Machine - \$ 9,000.00,
31. Ford Sweepster 701 Leaf Machine - \$ 9,000.00, and
32. Tarco Big Vac Leaf Machine - \$ 10,000.00.

XI. CRIME & DISHONESTY COVERAGE

- Blanket Dishonesty Bond - \$ 250,000 Any One Occurrence (Employee Theft)
- Includes Faithful Performance
- Deductible - \$ 1,000.00
- Money & Securities (On-Site) – \$ 100,000.00,
- Money & Securities (Off-Site) - \$ 100,000.00,
- Money & Securities (Tax Seasons) - \$ 250,000.00,
- Forgery or Alteration - \$ 100,000.00,
- Computer Fraud - \$ 100,000.00, and
- Applies to Officers, Officials, Employees and Volunteers.

City of Grosse Pointe Woods

Premium Summary

- I. Comprehensive General Liability - Included
- II. Wrongful Acts Liability (E&O) – Included
- III. Employment Practices Liability (EPLI) – Included
- IV. Law Enforcement Liability – Included
- V. Vehicle Liability and Physical Damage - Included
- VI. Volunteer Accident and Medical Coverage – Included
- VII. Cyber Liability Coverage - Included
- VIII. Real and Personal Property – Included
- IX. Flood Coverage (First Party) - Included
- X. Scheduled and Unscheduled Equipment – Included
- XI. Crime and Dishonesty Coverage - Included

Total Annual Contract Cost..... \$ 250,052.00

“This proposal contains a brief outline of coverage to be included in any policy that may be issued in the future. This is only a summary and the terms and conditions of any policy issued will take precedence over the proposal.”