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PROFESSIONAL CONSULTING AGREEMENT

AGREEMENT made as of this 1st day of January 2024, by Elm Consulting Group Ltd., 31 Dosoris Way, Glen Cove, New York 11542 (hereafter referred to as "Consultant"), and the City of Glen Cove, a municipal corporation in the County of Nassau and State of New York (hereafter referred to as the "City"), 9 Glen Street, Glen Cove, New York 11542;

WHEREAS, the City and Consultant desire to enter into an agreement for the performance by Consultant of professional services in connection with certain activities being conducted in the City, specifically, to manage the City's Municipal Golf Course operations including facilities and activities; to administer concessionaire contracts and ensure that contract provisions are met; to oversee facilities maintenance activities; and to do related work as hereafter more particularly stated;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall be under the supervision and be directly responsible to the Mayor of the City. Consultant shall regularly report and consult with the Mayor or his/her designee, with regard to the services it renders pursuant to this Agreement and shall execute and carry out any directives given by the Mayor in connection with the duties to be performed by it under this Agreement. Consultant shall use its best efforts, in accordance at least with prevailing minimum area standards for same, to perform professional services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the City, including but not limited

to the following:

Golf Course Duties

- A. Oversee and manage, in cooperation with the Golf Professional and the Greens Keeper, Golf Course functions, outings, tournaments, activities, operations and maintenance.
- B. Develop standards of quality for Golf Course staff and ensure the development and implementation of goals and objectives for the Golf Course.
- C. Assist in negotiating concessionaire contracts; administer contracts and review revenues and expenditures and ensure that contract provisions are being met for pro-shop, restaurant and related activities.
- D. Review all maintenance activities in cooperation with the Greens Keeper for Golf Course maintenance.
- E. Review work orders, prioritize work and review work in progress and upon completion, ensure that work meets accepted standards and requirements; resolve contract problems.
- F. Plan and implement, upon approval and in cooperation with the Greens Keeper and Golf Professional, short- and long-term renovation of course grounds and facilities; analyze alternatives and determine whether such renovation should be done by City or by a contractor.
- G. Participate in the development of specifications for capital improvements.
- H. Provide for training and development Golf Course staff.
- I. Resolve public concerns and complaints regarding Golf Course facilities and functions; confer with concessionaires regarding their services and ensure that standards are set for maximum public participation and enjoyment.
- J. Prepare and administer the Golf Course's budget, including appropriate budgetary

controls.

K. Ensure compliance of Golf Course activities with applicable codes, regulations and guidelines.

L. Review Golf Course charges and fees and ensure that they are appropriate in the current market.

M. Enforce on-site City ordinances regarding the safe and proper use of Golf Course facilities.

N. Coordinate facilities and course maintenance activities with the Greens Keeper and staff of other City departments.

O. Coordinate and oversee the design and renovation of Golf Course facilities and grounds with Greens Keeper and staff of other City departments.

P. Prepare and direct the maintenance of accurate records, files and reports related to the work of the Golf Course.

Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the City, and shall have no authority to act as an agent or representative of the City or to enter into any financial or other contractual commitment on behalf of the City without the prior written approval of same granted in accordance with law. This Agreement shall be effective from January 1, 2024, to December 31, 2024, unless sooner terminated as provided hereafter.

2. **DUTIES OF THE CITY:** City will furnish Consultant for his sole use and occupancy reasonable office space at the Golf Course for the operation of its business.

3. **PAYMENT:**

(a) Fee Paid. The City shall pay Consultant Annual fee of \$52,000.00 which shall be payable in equal installments of \$ 4,333.00 per month appropriated for services performed hereunder during the term of this Agreement. Payment for fractional periods shall be pro-rata.

(b) Rendition of Invoices. Payment of fees will be made upon the

submission by Consultant to the City Controller of invoices in the form prescribed by the City. Such invoices shall specify in detail the periods for which fees are claimed and the services performed.

4. **EFFECTIVE DATE & TERMINATION**: This Agreement shall be effective from January 1, 2023, to December 31, 2023, unless sooner terminated as provided hereafter. This Agreement shall be effective for the period provided. It may be terminated with or without cause, for any reason whatsoever, at any time by either party by giving thirty (30) days written notice to the other.

5. **CONFLICTS OF INTEREST**: Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the City, directly or indirectly, Consultant agrees promptly to disclose any and all such conflicts, of interest in writing to the City, giving full particulars.

6. **TITLE TO DATA AND PROPERTY PRODUCED BY CONSULTANT**: Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the City and Consultant, consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the City.

7. **CONFIDENTIALITY**: Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduces, any information or other such document or data obtained, learned or produces as a result of the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not unreasonably be refused, and to both require and furnish copies to the City of an identical covenant executed by all agents, employees, or subcontractors of Consultant participating in the rendering of the services hereunder.

8. **INSURANCE AND INDEMNITY**: Consultant shall, at its own cost and expense, procure insurance for the term of this Agreement to protect Consultant from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including death, which" may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursed to Consultant by the City, including, but not limited to, salaries and wages of Consultant 's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such Disability and Unemployment insurance as required by law.

9. **COMPLIANCE WITH LAWS** : Consultant agrees to comply with all New York laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

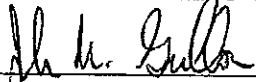
10. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is hereby deemed to be complete, take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto, All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing and this Agreement may not be assigned or transferred by Consultant without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

THE CITY OF GLEN COVE

By Pamela D. Panzenbeck - Mayor

ELM CONSULTING GROUP LTD



By John Grella



179 WESTBURY AVENUE, CARLE PLACE, NEW YORK 11514 PHONE (516) 334-4500 FAX (516) 334-4501 WWW.SOKOLOFFSTERN.COM

STEVEN C. STERN
SSTERN@SOKOLOFFSTERN.COM

December 22, 2023

Via Email
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542
Attn. Tip Henderson, City Attorney

Re: Retainer Agreement for Legal Services

Dear Mr. Henderson:

I write in furtherance our discussions concerning this firm's continuing legal representation of the City of Glen Cove, its officials and employees, with respect to various matters. We sincerely appreciate the confidence the administration has expressed in us, and we value our continuing relationship with the City. The following explains the terms of the representation.

In accordance with our discussion, we will charge the City of Glen Cove for our services at the following hourly billing rates, together with the cost of any disbursements and/or expenses that we agree to outlay on the City's behalf, beginning on January 1, 2024.

Our rates for all personal injury and/or property damage cases are \$200 for partners, \$175 for associates, and \$110 for paralegal time. Our rates for all other matters, including civil rights cases, are \$250 for partners, \$225 for associates, and \$110 for paralegal time. We will provide you with detailed, itemized invoices to document our fees and expenses in this matter as we have done in the past. The Mayor's signature at the bottom of this letter will indicate the City's agreement to these terms.

At the instance of either party, any dispute as to whether either party has failed to honor the agreement or as to the amount of any legal fees will be submitted to and resolved by an arbitration panel convened pursuant to Part 137 of the Rules of the Chief Administrator of the New York State court system. If you have any questions or wish to discuss this matter further, please do not hesitate to call me. Thank you again for your confidence in our firm.

We truly appreciate our longstanding relationship with the City of Glen Cove, and its continued confidence in our law firm.

Very truly yours,

SOKOLOFF STERN LLP

A handwritten signature in black ink, appearing to read 'St C. St', written over the printed name of Steven C. Stern.

STEVEN C. STERN

Pamela Panzenbeck, Mayor



Guercio & Guercio
ATTORNEYS AT LAW

77 Conklin Street
Farmingdale, New York 11735
(516) 694-3000

December 26, 2023

VIA E-MAIL ONLY

Mayor Pamela D. Panzenbeck
City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11547

RE: Labor Counsel Retainer

Dear Mayor Panzenbeck:

This will confirm our agreement to be retained as labor counsel for the City of Glen Cove for the calendar year 2024. As was the case for 2023, we will provide all advice regarding labor/employment matters, attend meetings, perform necessary legal research, act as the chief negotiator in the negotiation of collective bargaining agreements, and represent the City in employment related administrative or judicial proceedings.

Our fee will remain unchanged, at \$330.00 per hour, inclusive of necessary travel time plus disbursements. Our bills will be sent to you on the 1st of each month, and are payable within 30 days thereafter. Although we do not bill for normal and customary office expenses such as photocopying, faxes, etc., to the extent that we have to expend monies on necessary items such as parking, tolls, stenographic fees, voluminous out-of-office photocopying, overnight delivery, court fees, if any, these will be billed as disbursements.

The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

You may terminate our representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate

Westchester
777 Westchester Avenue, Suite 101
White Plains, NY 10604
(914) 303-9500

Long Island
77 Conklin Street
Farmingdale, NY 11735
(516) 694-3000

Capital Region
24 Century Hill Drive, Suite 101
Latham, NY 12110
(518) 690-7000

www.guerciolaw.com

representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm. To the extent permitted by the rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

At the conclusion of our representation of you, we will retain your legal file for a period of seven (7) years after we close our file. At the expiration of the seven (7) year period, we will destroy this file unless you notify us in writing that you wish to take possession of them.

If a dispute arises between us regarding our fee, you may seek to resolve the dispute by arbitration under the New York State Fee Dispute Resolution Program as set forth in Part 137 of the Rules of the Chief Administrator of the Courts. The Fee Dispute Resolution Program is administered by the Suffolk County Bar Association (631) 2345511.

It has been a pleasure representing the City this past year, and I look forward to doing so in 2024. Please sign below indicating your agreement to the terms of our representation, and return it to me.

Very truly yours,


DAVID M. COHEN

DMC/jb

cc: Tip Henderson, City Attorney (Via e-mail only)

Accepted and Agreed: _____

Mayor Pamela D. Panzenbeck

Dated: _____

AGREEMENT ("Agreement") effective as of the 1st day of January, 2024, made by and between the **CITY OF GLEN COVE**, a Municipal Corporation with its office located at City Hall, Glen Cove, New York 11542 (hereinafter referred to as "City"), and **CLAIMS SERVICE BUREAU OF NEW YORK INC.**, a New York corporation with business offices located at 21 Hempstead Avenue, Lynbrook, New York 11563 (hereinafter referred to as "Consultant") (together, the "Parties").

WITNESSETH

WHEREAS, the City maintains and operates municipal offices, which provide various municipal services to the residents and businesses in the City of Glen Cove; and

WHEREAS, pursuant thereto, the City is self-insured, protecting itself from liabilities pertaining to any and all claims for damages to property and for personal injuries, including death, arising from or on City-owned property or in connection with City municipal services and operations; and

WHEREAS, from time-to-time, various incidents and accidents are reported to the City in connection with City-owned property and City municipal services and operations, which incidents and accidents may ultimately give rise to claims for damages against the City; and

WHEREAS, Consultant has expertise and experience examining incident and accident reports received by self-insured municipalities relative to either personal injury or property damage from or on municipal-owned property or in connection with municipal services and operations; and

WHEREAS, the City desires to retain the services of a consultant to examine incident and accident reports received by the City relative to either personal injury or property damage covered by its self-insured programs; and

WHEREAS, the City and Consultant desire to enter into an agreement whereby Consultant will provide said services to the City.

NOW, THEREFORE, it is agreed between the above parties as follows:

1) **Scope of Services**

The designated projects to be assisted and professional services to be provided by Consultant are set forth in Exhibit "A," which is annexed hereto and made a part hereof.

2) **Term**

The term of this Agreement shall be for one (1) year, commencing on January 1, 2024 and ending on December 31, 2024 (the "Term"). Notwithstanding the Term of this Agreement, the City may terminate this Agreement at any time, with or without cause, without penalty, upon thirty (30) days prior written notice mailed to the Consultant at the address specified above. In the event of said early termination, Consultant shall be entitled to payment only for services actually rendered prior to said termination, with no further obligation on behalf of the City.

3) Payment

- a) The City will pay Consultant an annual consulting fee of \$11,500, payable in monthly installments of \$958.34 commencing January 1, 2024 and ending December 31, 2024. Consultant shall submit an appropriate voucher/invoice on a monthly basis setting forth the services provided under this Agreement. City shall pay Consultant upon presentment of said voucher/invoice, or shortly thereafter. The City will additionally reimburse Consultant for any out-of-pocket expenses incurred in the course of Consultant's rendering the consulting services contracted for herein, provided, however, that Consultant receives prior approval of said expenses from the Mayor or the Mayor's designee.
- b) In situations where a claim is made and/or an accident report has been filed which clearly indicates that a claim should be expected, all services provided hereunder in connection therewith (including, without limitation, the creation of a file, the posting of a reserve, investigation, and the like) will be provided at a billing rate of \$60.00 per hour plus allocated and City-approved expenses.

4) Independent Contractor

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. Consultant is an independent contractor and covenants that it will conduct itself consistent with said status. Consultant will neither hold itself, or any of its agents or employees, out as, or claim to be, an employee of the City by reason hereof, and shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement or pension membership or credit. Nothing in this Agreement shall be interpreted to result in the reduction or elimination of medical insurance coverage or medical benefits which any employee of the Consultant receives by virtue of being a retiree of the City or a pensioner of the New York State Retirement System.

5) Accountability

Consultant shall report directly to the Mayor of the City, or her designee, and shall regularly report and consult with the Mayor, or her designee, with regard to the services it renders and projects completed pursuant to this Agreement.

6) Insurance

Consultant shall, at its sole cost and expense, procure insurance for the Term of this Agreement from companies licensed to do business in the State of New York, to protect Consultant from claims under the Workers Compensation Law, or comply with the provisions of said Law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including, without limitation, death, which may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and shall name the City of Glen Cove as an "additional insured."

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the written prior approval of the City for adequacy form and protection.

7) Assignment

This Agreement is non-assignable by Consultant, except that it may assign the same to a corporation in which it is the sole officer, director and shareholder.

8) Notification and Payments to Consultant

Any notification and payments sent to the Consultant in relation to this Agreement shall be sent via regular mail to the address set forth above, or at such other address or addresses as Consultant may from time-to-time specify in a written notice so given to the City.

9) Entire Agreement

The Parties hereto acknowledge that this Contract embodies the entire understanding of the Parties, and that any modification hereto will have no effect unless in writing, and fully executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF GLEN COVE

CLAIMS SERVICE BUREAU OF NEW YORK INC.

By: _____
Name: _____
Title: _____

By: 
Name: DAVID G. HUTCHINSON
Title: President

CHASE, RATHKOPF & CHASE, LLP

ATTORNEYS AT LAW

48 FOREST AVENUE
GLEN COVE, NEW YORK 11542

TELEPHONE: (516) 671-5880

TELECOPIER: (516) 671-0740

JOHN M. CHASE

TIP HENDERSON

LESTER H CHASE (1910-2010)

DAREN A RATHKOPF (1933-2022)

E-MAIL: JMCHASE@CHASERATHKOPF.COM

-Of Counsel-

HENRY C. DECSI, JR., CPA

RICHARD S. PRISCO

December 28, 2023

Hon. Pamela Panzenbeck
Members of the City Council
City of Glen Cove
City Hall, 9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Services for Representation of the City of Glen
Cove Planning Board and Zoning Board of Appeals

Dear Mayor Panzenbeck and Members of the City Council:

Thank you for the continued opportunity to serve as special counsel to the Planning Board and Zoning Board of Appeals (collectively the "Boards") of the City of Glen Cove (the "City"). I submit this letter as our Retainer Agreement setting forth the terms and conditions of Chase, Rathkopf & Chase's (the Firm's) legal services to the City for the 2024 fiscal year commencing January 1, 2024.

1. **Application Services.** The Firm shall provide legal services relating to all land use applications to the Boards for which the Firm will be paid by the City and for which the applicants will be liable to reimburse the City as set forth in §245-13 and §280-12 of the City Code. If the required deposits or replenishments thereof as set forth in sections 280-12(D) and (E) of the City Code to be made by the Applicants to defray the costs of the legal fees incurred by the City are not made, for whatever reason, then the City shall be liable to the Firm for the legal fees incurred with respect to such applications. All legal services provided by the Firm relating to land use applications to the Boards involving single or two-family dwellings not used for any income-producing purposes, e.g., rental property, shall be paid for by the City as part of the annual retainer fee with the Firm as set forth herein. Such Application Services shall include, but not be limited to, the following:

(a) Review of all applications, plans, maps and the like filed with the Boards as is necessary and required to properly and effectively represent and advise the Boards with respect to such applications to insure compliance with all applicable City, County, State and Federal laws, rules and regulations including the NYS General Municipal Law and the NYS Environmental Quality Review Act ("SEQRA");

(b) Preparation of all correspondence, documentation, memoranda, opinions, resolutions, decisions, and the like as may be required by the Boards;

(c) Correspondence, consultations, telephone conversations and meetings with the building inspector and building department personnel in connection with their preparation of public notices and agendas for the Boards;

(d) Preparation for and attendance at all regular and special hearings and meetings of the Boards;

(e) Telephone conversations, consultations, correspondence and meetings with the applicants, their attorneys and other professionals as necessary or required in connection with the filing and/or prosecution of all applications before the Boards;

(f) Conferences, consultation, correspondence and meetings with City officials, staff and personnel, the City's planning consultant, the City's building inspector and the planning and building department personnel as is necessary and required to properly and effectively represent and advise the Boards in connection with all pending land use applications before the Boards;

(g) Legal research and preparation of memorandums of law and opinion letters as may be requested by the Boards in connection with all pending land use applications before the Boards;

(h) Coordination and supervision of all outside counsel and other consultants retained by the Boards or the City in connection with all pending land use applications.

(i) All other normal and customary services related to the land use applications before the Boards as is reasonably necessary and appropriate or as is directed by the Boards.

2. **Retainer Services.** Services to be rendered to the City by the Firm that shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such services shall include the following:

(a) Consultations, telephone conversations and meetings with the Chairperson and members of the Boards and the Secretary to the Boards with respect to general inquiries or issues relating to the Boards' rules, regulations and/or procedures;

(b) All Application Services provided by the Firm relating to all land use applications to the Boards involving single or two family dwellings which are not used for any income-producing purposes e.g. rental property;

3. **Additional Services:** The Firm will also render such Additional Services as requested and required by the City which may include, but not be limited to, the following:

(a) **Litigation:** Representation of the City and the Boards in any civil litigation including, but not limited to, Article 78 proceedings brought to review any actions of the City or the Boards and including any subsequent appeals of judgments rendered in connection with such litigation. In the event that an applicant or other interested party shall request a long form decision as provided in Section 280-28(c)(6)(a) of the City Code, the preparation of said long form decision by the Firm shall be deemed litigation and payable by the City as a litigation expense.

(b) **Special Services:** Representation of the Boards and/or the City in connection with special assignments requested or directed by the Boards or the City that do not directly involve land use applications pending before the Boards. These Special Services shall include all services requested or directed by the Boards or the City that are beyond the scope of the "Application Services" set forth in paragraph "1" above, the "Retainer Services" set forth in paragraph "2" above and the firm's separate retainer agreement with the City for City Attorney services.

4. **Fees and Costs:**

(a) **Services:**

(i) **Application Services:** For the services described in paragraph "1" above to be billed to and paid by the City and reimbursed to the City by the applicants pursuant to §245-13 and §280-12 of the City Code, the Firm shall be paid legal fees based on the actual time spent at the hourly rate of \$350.00 for an attorney.

(ii) **Retainer Services:** For the services described in paragraph "2" above, the Firm shall be paid a monthly retainer of \$3,150.00.

(iii) **Additional Services:** For the services described in paragraph "3" above, the Firm shall be paid legal fees based on the actual time spent at the hourly rate of \$350.00 for an attorney.

The Firm charges for all time each attorney spends on any matter or proceeding, including time spent drafting documents, conducting legal research, conferring, attending meetings and conferences, preparing correspondence and memoranda and engaging in telephone calls with you, other counsel, or other persons. The hourly billing rates proposed are reduced rates for municipal clients.

(b) **Disbursements.** In addition to fees described above, the City shall be charged for all of the Firm's out of pocket costs and expenses borne by the Firm in the performance of the services as provided herein including, without limitation, filing fees, costs of service of

process, fees for expert witnesses, witness-subpoena fees, overnight delivery service charges, photocopy charges, printing costs, postage, facsimile and telephone charges and other customary office disbursements. In the event a third party bill is in excess of \$500.00, we may ask you to pay the vendor directly.

(c) Statements:

(i) Monthly Statements. Unless a different billing period is agreed upon, the Firm will render to the City more or less on a monthly basis a statement of charges for services rendered and costs advanced or incurred during the calendar month. Every statement for Additional Services will include the date of each activity, a brief description of the activity, the time spent on each activity, and the person preparing the task. Outstanding balances are due upon receipt of the invoice.

(ii) Interim Statements. We reserve the right to prepare and render interim statements when appropriate, reflecting all current costs and charges due, and such balances are likewise due upon receipt of an invoice.

5. City Attorney Services. Pursuant to a separate Retainer Agreement approved by the City, the Firm will also continue to act as City Attorney for the City. The City acknowledges that this agreement is supplemental to said separate agreement for City Attorney services and shall not be deemed or interpreted as part of the retainer agreement for legal services as the City Attorney.

6. Right to Arbitration. Under Part 137 of the New York Rules of the Chief Administrator of the Courts (22 NYCRR), the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

7. No Representations Regarding Outcome of Matters or Proceedings. It is specifically acknowledged that we make no promises, representations, or guarantees, express or implied, concerning the outcome of any matters or proceedings. You acknowledge that we have not promised, represented or guaranteed and cannot promise, represent or guarantee the outcome or success of any action taken by us in the performance of the services provided for by this Agreement.

8. Communications.

(a) We will keep you informed as to the status of the Services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact John M. Chase who will be responsible for addressing your inquiry.

(b) Periodically, the Firm distributes promotion materials which include listings of representative clients in a variety of industry and service groups. Accordingly, from time to time, we may refer in our materials to our representation of the City without disclosing confidential information.

9. **Withdrawal or Discharge of Attorneys.**

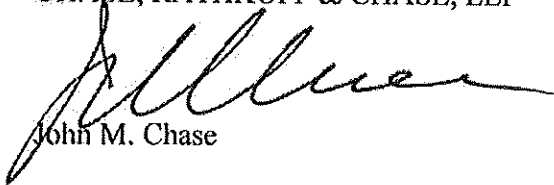
(a) The City Council shall have the right to discharge the Firm at any time for any reason upon written notice to the Firm. In such case, the Firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

(b) The Firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the Firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

I thank you for the opportunity to continue to represent the Planning and Zoning Boards of the City of Glen Cove. Please let me know if there is anything further you may require.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP



John M. Chase

AGREED AND ACCEPTED
January , 2024

CITY OF GLEN COVE

By: _____

Proposal of Insurance

City of Glen Cove

9 Glen Street
Glen Cove, NY 11542

Arthur J. Gallagher Risk Management Services LLC
John R. Dina | Senior Vice President, Client Executive
John_Dina@ajg.com | (516) 745-0800

Presented: December 15, 2023

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Email	Phone
John R. Dina Senior Vice President, Client Executive	John_Dina@ajg.com	(516) 622-2417
Phil Westerman Senior Vice President	Phil_Westerman@ajg.com	(516) 622-2530
Noelle Bonanno Client Service Manager	Noelle_Bonanno@ajg.com	(516) 622-2511

Service Commitment

Account Service

At Gallagher, our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

Profit Center Premium Allocations

We will provide premium breakdown by entities and/or location schedule.

Automobile Identification Cards

ID cards will be issued upon binding of coverage.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of request.

Quarterly Account Review

Quarterly account reviews will include review of claims, exposures, audits, and service.

Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

Program Structure

Named Insured

<i>Named Insured</i>	<i>Package</i>	<i>Inland Marine</i>	<i>Auto for Firetruck Only</i>	<i>Cyber Liability</i>
City of Glen Cove	X	X	X	X

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

Market Review

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

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Property/BM	New York Municipal Insurance Reciprocal (NYMIR) (A- VII)	Recommended Quote	Admitted
Inland Marine	New York Municipal Insurance Reciprocal (NYMIR) (A- VII)	Recommended Quote	Admitted
Auto for Firetruck Only	New York Municipal Insurance Reciprocal (NYMIR) (A- VII)	Recommended Quote	Admitted
Cyber Liability	Arch Specialty Insurance Company (A+ XV)	Recommended Quote	Non-Admitted
Cyber Liability	Ascot Specialty Insurance Company (A XIII)	Recommended Quote	Non-Admitted
Cyber Liability	Fireman's Fund Indemnity Corporation (A+ XV)	Recommended Quote	Non-Admitted
Cyber Liability	Fortegra Specialty Insurance Company (A- IX)	Recommended Quote	Non-Admitted
Property/BM, IM	Chubb Insurance Companies	Declined – will not be competitive w/ NYMIR	*
Property/BM, IM	CNA Insurance	Declined – will not be competitive w/ NYMIR	*
Cyber	New York Municipal Insurance Reciprocal (NYMIR) (A- VII)	Declined	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

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

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***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.

Full Program Details

Package (Property, Equipment Breakdown)

Carrier Information	Renewal Quote
Policy Term	12/30/2023 - 12/30/2024
Carrier	New York Municipal Insurance Reciprocal (NYMIR)
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill
Premium & Exposures	
Premium	\$314,004.00
NY Fire Fee	\$758.10

Package - Property

	Renewal Quote
Premium & Exposures	
Premium	\$283,685.00
Fire Fee:	\$758.10
Minimum Type	None
Standard Coverages	
Building	Blanket Coverage Limit @ 100%
Business Personal Property	\$123,772,324
Flood/Earthquake (Real & Personal Property)	
- Per Occurrence	\$1,000,000
- Aggregate	\$1,000,000
Additional Coverages	
Ordinance or Law	
Coverage A	110% Building Value
Coverage B	\$1,000,000
Coverage C	\$1,000,000
Pollution Clean-up	In Each Policy Period \$50,000 is Available for Expenses You Incur for Clean-up of "Pollutants" for Land, Air or Water from Covered Real Property
Asbestos Clean-up, Abatement & Removal	\$50,000 if as a Result of a Specified Cause of Loss as Notated in Your Policy
Enhanced Muni Pac Coverage Extensions	
Accounts Receivable	\$75,000*
Airborne/Waterborne Personal Property Coverage	Included
Broadened Water – Direct Damage	\$100,000 or Limit of Ins. Whichever is Less
Claim Data Expense	25,000
Commandeered Property	Actual Loss You Sustain
Communication Equipment, Computers and Media	\$75,000
Extra Expense	\$250,000
Fine Arts	\$25,000

	<i>Renewal Quote</i>
Fire Department Service Charge	\$25,000
Fire Extinguisher Recharge Expense	\$5,000
Food Contamination Shutdown – Planned Events	\$10,000
Foundations Coverage	Included
Lock Replacement Coverage	\$1,000
Loss of Income	Actual Loss You Sustain
Loss of Income – Broadened Water	\$100,000
Loss Reduction Rewards	10% of loss or \$25,000
Inside	\$10,000
Outside	\$10,000
Building	\$1,000,000
Business Personal Property	\$500,000
Non-Owned Detached Trailers	\$5,000
Loss to Undamaged Portion	Included
Demolition Cost	\$500,000*
Increased Cost of Construction	\$500,000*
Outdoor Fences	Actual Loss You Sustain
Outdoor Signs	Actual Loss You Sustain
Outdoor Trees, Shrubs and Plants	Actual Loss You Sustain Subject To A Limitation of \$10,000 Per Tree, Shrub or Plant
Personal Effects and Personal Property of Others	\$10,000
Pollutant Cleanup and Removal	\$25,000
Pollutant Cleanup and Removal – Planned Events	\$10,000
Premises Extension Property	1,000 feet
Property Off Premises	Actual Loss You Sustain
Refrigerated Property	Actual Loss You Sustain
Roof Protection	\$1,000
Public Use	\$100,000
Your Use	\$10,000
Contents	\$1,000
Transportation	Actual Loss You Sustain
Utility Services – Direct Damage	Actual Loss You Sustain
Utility Services – Planned Events	Actual Loss You Sustain
Valuable Papers and Records – Cost of Research Proposal	\$75,000*
Deductibles/SIR	
Deductible: Windstorm or Hail	\$50,000
Deductible: All Other Causes of Loss	\$50,000
Deductible: Flood and Earthquake Coverage - Schedule of Blanketed Locations	\$25,000 Per Occurrence Or \$500,000 Per Building
Deductible: - Contents for Each Building Located in an A Or V Flood Zone	\$500,000
Valuations	
Replacement Cost	Building, Personal Property

	Renewal Quote
Coinsurance	
Agreed Amount	Applies

Endorsements (including but not limited to)
Common Policy Declarations - IL DS 00 (09-08)
Common Policy Conditions - IL 00 17 (11-98)
New York Changes - Fraud - IL 01 83 (04-98)
New York Changes - Calculation of Premium - IL 01 85 (07-02)
New York Changes - Cancellation And Nonrenewal - IL 02 68 (11-05)
MIL 001 06 20
Commercial Property Policy Declarations - MPR 000 (04-20)
Statement of Values - MPR SOV (04-20)
General Endorsement - MPR 001 (06-98)
Section I. Introduction - MPR 101 (03-93)
Section II. Common Policy Conditions - MPR 102 (03-93)
Section III. Commercial Property Coverage Form - MPR 103 (03-93)
Section IV. Level of Property Protection - Comprehensive Protection - MPR 104 (03-93)
Section V. Commercial Property Conditions - MPR 105 (03-93)
Section VI. Commercial Property Coverage Definitions - MPR 106 (06-07)
Personal Property Automatic Inflation Endorsement - MPR 107 (03-93)
Asbestos Clean Up, Abatement and Removal - MPR 109 (03-93)
Additional Municipal Property Extensions Endorsement - MPR 111 (10-97)
Flood and Earthquake Coverage Enhancement Endorsement - MPR 112 (09-21)
Ordinance or Law Coverage - MPR 115 (09-06)
Enhanced Muni Pac Extensions of Coverage - MPR 116 (11-06)
Extended Pollution Clean-Up - MPR 117 (08-10)
Exclusions (including but not limited to)
Cyber Exclusion - IL CY (08-21)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
New York - Exclusion of Loss Due to Virus or Bacteria - CP 01 78 (08-08)
Cyber Incident Exclusion - CP 10 75 (12-20)

Type	Description
Special Form Perils	Including Theft

Subject to Audit: Not Auditable

Statement of Values:

LOCATION	BUILDING	ADDRESS	BUILDING VALUE	CONTENTS VALUE
001-001	City Hall & Court Bldg	9-13 Glen Street, Glen Cove, NY 11542	\$15,309,910	\$491,045
002-001	Police Station	1 Bridge Street, Glen Cove, NY 11542	\$6,012,669	\$577,700
003-001	Fire Department & EMS	Glen Cove Avenue, Glen Cove, NY 11542	\$7,800,499	\$144,425
004-001	Youth Center	128B Glen Street, Glen Cove, NY 11542	-	\$11,554
005-001	Senior Center	130 Glen Street, Glen Cove, NY 11542	\$1,925,877	\$17,331
006-001	Parking Garage	Pulaski Street, Glen Cove, NY 11542	\$17,323,733	-
007-001	Parking Garage	Brewster Street, Glen Cove, NY 11542	\$16,158,661	-
008-001	Animal Shelter	40 Shore Road, Glen Cove, NY 11542	\$622,641	\$23,108
009-001	Rear of 27 - Gym	27 Cedar Swamp Rd., Glen Cove, NY 11542	\$1,923,140	-
010-001	Police Station & Storage	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$499,112	\$5,777
010-002	New Restrooms	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$246,343	\$9,243
010-003	Gazebo	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$77,592	-
010-004	Lower Bathrooms	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$350,711	\$5,777
010-005	Beach Shelter Pavilion #1	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$68,786	-
010-006	Beach Shelter Pavilion #2	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$68,786	-
010-007	Life Guard Building	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$26,182	\$5,777
010-008	Concession Building	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$74,379	\$5,777
010-009	Concert Pavilion	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$35,702	\$57,770
010-010	Cottage	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$337,740	-
010-011	Yacht Club Building	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$222,185	-
010-012	Restroom Building 2	Morgan Park - Germaine & Landing Road, Glen Cove, NY 11542	\$246,343	-
011-001	Refreshment Stand	East Beach Road - Prybil Beach, Glen Cove, NY 11542	\$11,305	\$1,155
011-002	Life Guard Building & Restroom	East Beach Road - Prybil Beach, Glen Cove, NY 11542	\$164,586	\$5,777
012-001	Restroom	Crescent Beach Road, Glen Cove, NY 11542	\$29,752	\$5,777
013-001	Club House Refreshment Bldg.	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$1,430,455	\$28,885
013-002	Bldg. & Storage	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$35,702	\$28,885

013-003	Restroom	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$44,628	\$5,777
013-004	Maintenance Garage	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$35,702	\$86,655
013-005	30 yd Storage Container	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$11,901	-
013-006	30 yd Storage Container	Morris Avenue & Glen Avenue, Glen Cove, NY 11542	\$11,901	-
014-001	Outdoor	Glen St., Near Train Station - Pascucci Park, Glen Cove, NY 11542	\$71,404	-
014-002	Restroom	Glen St., Near Train Station - Pascucci Park, Glen Cove, NY 11542	\$11,901	\$1,155
015-001	Outdoor Equip., Playground & Fences	Leech Circle South - Dennis Brian Murray Park, Glen Cove, NY 11542	\$59,503	-
016-001	Pro Shop Office & Restrooms	Lattingtown Road, Glen Cove, NY 11542	\$1,683,700	\$5,000
016-002	Butler Bldg. & Cart Barn	Lattingtown Road, Glen Cove, NY 11542	\$196,598	\$231,080
016-003	Driving Range Bldg.	Lattingtown Road, Glen Cove, NY 11542	\$210,641	\$1,155
016-004	Restaurant	Lattingtown Road, Glen Cove, NY 11542	\$642,991	-
016-005	House Sprinkler Control	Lattingtown Road, Glen Cove, NY 11542	\$49,983	\$5,777
016-006	Maintenance Bldg.	Lattingtown Road, Glen Cove, NY 11542	\$362,731	\$23,108
016-007	Restroom	Lattingtown Road, Glen Cove, NY 11542	\$14,281	\$578
016-008	Steel Bridge b/w 12th Hole	Lattingtown Road, Glen Cove, NY 11542	\$297,516	-
016-009	Bridge 2nd Hole	Lattingtown Road, Glen Cove, NY 11542	\$83,304	-
016-010	Bridge 7th Hole	Lattingtown Road, Glen Cove, NY 11542	\$59,503	-
016-011	Shooting Range Barn	Lattingtown Road, Glen Cove, NY 11542	\$233,252	-
017-001	Garage & Office Dept. of Public Works	End of Morris Ave, Glen Cove, NY 11542	\$2,835,680	\$231,080
017-002	Solid Waste Transfer Station	End of Morris Ave, Glen Cove, NY 11542	\$1,904,813	-
017-003	Underground Fuel Tanks/Building	End of Morris Ave, Glen Cove, NY 11542	\$139,594	-
018-001	Elevated Water Tanks	Leach Circle, Glen Cove, NY 11542	\$1,134,605	-
019-001	Elevated Water Tanks	McLoughlin Street, Glen Cove, NY 11542	\$2,833,062	-
020-001	Above Ground Concrete Water Tank	Duck Pond Road, Glen Cove, NY 11542	\$2,455,455	-
020-002	Well #30 - Pump House	Duck Pond Road, Glen Cove, NY 11542	\$203,501	\$34,662
020-003	Well #31 - Main Booster Plant	Duck Pond Road, Glen Cove, NY 11542	\$1,369,762	\$115,540
020-004	GAC Building 30 & 31	Duck Pond Road, Glen Cove, NY 11542	\$1,098,427	-
020-005	Well Pump Station 32	Duck Pond Road, Glen Cove, NY 11542	\$355,828	-
020-006	GAC Building 32	Duck Pond Road, Glen Cove, NY 11542	\$685,476	-

020-007	Air Stripper Tower	Duck Pond Road, Glen Cove, NY 11542	\$624,783	-
021-001	Water Pump Building	Seaman Street, Glen Cove, NY 11542	\$237,655	\$34,662
021-002	Butler Bldg. - Carbon Filtration	Seaman Street, Glen Cove, NY 11542	\$578,370	\$57,770
022-001	Water Pump Building	Nancy Court, Glen Cove, NY 11542	\$341,667	\$5,777
023-001	Storage Garage	Carney Street, Glen Cove, NY 11542	\$313,939	\$28,885
023-002	Butler Bldg. - Carbon Filtration	Carney Street, Glen Cove, NY 11542	\$476,025	\$57,770
024-001	Pump Station	Kelly Street, Glen Cove, NY 11542	\$346,546	-
024-002	Air Stripping Tower Building	Kelly Street, Glen Cove, NY 11542	\$1,245,995	-
025-001	Ferry Terminal Building	Gravies Point Road, Glen Cove, NY 11542	\$4,535,327	-
025-002	Bulkhead & Dock	Gravies Point Road, Glen Cove, NY 11542	\$22,442,189	-
026-001	Harbor Police Building	76 Shore Road, Glen Cove, NY 11542	\$87,588	-
026-002	Auxiliary Police Building	76 Shore Road, Glen Cove, NY 11542	\$89,612	-
TOTAL			\$121,420,130	\$2,352,194
Blanket Limit Coverage @ 100%			\$123,772,324	

Package - Equipment Breakdown

	<i>Expiring</i>	<i>Renewal Quote</i>
Premium & Exposures		
Premium		\$30,319.00
Minimum Type		None
Standard Coverages		
Equipment Breakdown		\$35,000,000
Loss Of Income/Extra Expense		\$5,000,000
Service Interruption		\$2,500,000
Demolition		\$10,000,000
Ordinance Or Law		\$10,000,000
Hazardous Substance		\$2,500,000
Data Restoration		\$2,500,000
Expediting Expenses		Included
Spoilage		\$2,500,000
Errors In Description		Included
Newly-Acquired "Real Property" And "Personal Property"		\$5,000,000
Public Relations		\$5,000
"Personal Property" Off Your Premises		\$10,000
Deductibles/SIR		
Deductible: Property Damage Deductible		\$50,000

	<i>Expiring</i>	<i>Renewal Quote</i>
Deductible: Loss Of Income/Extra Expense Deductible		\$50,000
Deductible: Spoilage Deductible		\$50,000

Endorsements (including but not limited to)
Common Policy Declarations - IL DS 00 (09-08)
Common Policy Conditions - IL 00 17 (11-98)
New York Changes - Fraud - IL 01 83 (04-98)
New York Changes - Calculation of Premium - IL 01 85 (07-02)
New York Changes - Cancellation And Nonrenewal - IL 02 68 (11-05)
MIL 001 06 20
Equipment Breakdown Coverage - MPR 114 (01-17)
Exclusions (including but not limited to)
Cyber Exclusion - IL CY (08-21)

Inland Marine

Carrier Information	Renewal Quote
Policy Term	12/30/2023 - 12/30/2024
Carrier	New York Municipal Insurance Reciprocal (NYMIR)
A.M. Best Rating	A- VII
Admitted/Non-Admitted	Admitted
Payment Plan	
Payment Method	
Premium & Exposures	
Premium	\$18,618.00
TRIA	Included
Minimum Type	None
Standard Coverages	
Auto Physical Damage >= \$250K	\$1,291,410
Contractor's Equipment	\$1,357,500
Miscellaneous Equipment	\$500,000
Per Schedule	\$1,000,000
Additional Coverages	
Inland Marine Features	
- Rental Expense Reimbursement per day for rental of substitute equipment when a covered cause of loss occurs to covered property	\$500
- Available to cover your legal or contractual liability for loss or damage to equipment that you lease, rent or borrow from others	\$100,000
- Expenses exceeding agreed value of a vehicle or equipment will be considered a total loss.	75%
- Coverage for all individually scheduled equipment for damage caused by earthquake or flood.	\$1,000,000
Deductibles/SIR	
Deductible - Auto Physical Damage >= \$250K	\$5,000
Deductible - Contractor's Equipment	\$1,000
Deductible - Miscellaneous Equipment	\$1,000
Deductible - Per Schedule	\$10,000
Coinurance	
Agreed Amount	Applicable to vehicles scheduled for auto physical damage and contractors equipment on the Inland Marine Policy. An Annual Updated Schedule of Values is Required.

Endorsements (including but not limited to)
Common Policy Declarations - IL DS 00 (09-08)
Common Policy Conditions - IL 00 17 (11-98)
New York Changes - Fraud - IL 01 83 (04-98)
New York Changes - Calculation of Premium - IL 01 85 (07-02)
New York Changes - Cancellation and Nonrenewal - IL 02 68 (11-05)
Inland Marine Policy Declarations - MIM 000 (06-20)

Nymir Schedule of Inland Marine - MIM SCHED (06-20)
Common Policy Conditions - MIM 010 (02-96)
Hazardous Materials Reporting Law - MIM 030 (11-95)
Municipal Coverage Form - MIM 110 (09-19)
Flood and Earthquake Inland Marine Coverage Enhancement Endorsement - MIM 112A (10-08)
Manuscript Form - Marine a - MIM 500A (09-19)
Manuscript Form - Marine B (Leased or Rented from Others Endorsement) - MIM 500B (11-95)
Manuscript Form - Marine C (Rental Expense) - MIM 500C (11-95)
Manuscript Form - Marine D (Total Constructive Loss) Proposal - MIM 500D (06-07)
Exclusions (including but not limited to)
Inland Marine - Cranes & Rigging Equipment
Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown
Equipment Floater - Pollution
Equipment Floater, EDP, Transit - War and Nuclear Hazard
Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence
Equipment Floater - Mold / Fungus
EDP - Utility Service Interruption
EDP - Expected or Intended Loss
EDP - Programming Errors
Transit - Government Authority Exclusion
Inland Marine - Cyber Exclusion - IL CY (08-21)

Type	Description
Special Form Perils	Applies

Equipment Schedule:

Description	Amount
Auto Physical Damage - Fire Truck	\$1,291,410
Contractor's Equipment - DPW & Golf Course	\$1,357,500
Miscellaneous Equipment - Less than \$5,000 per Item	\$500,000
Per Schedule - Per Schedule on File with Company	\$1,000,000

Auto for Firetruck Only

Carrier Information	Renewal Quote
Policy Term	12/30/2023 - 12/30/2024
Carrier	New York Municipal Insurance Reciprocal (NYMIR)
A.M. Best Rating	A- VII
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill
Premium & Exposures	
Premium	\$2,059.00
Minimum Type	None
Estimated Cost	\$2,059.00
Standard Coverages (Symbol)	
The Most we Will Pay for any One Accident or Loss:	
Liability (1)	\$1,000,000
Mandatory Personal Injury Protection (5)	\$50,000
Optional Basic Economic Loss (5)	Included
Added Personal Injury Protection (or Equivalent Added no- Fault Coverage) (5)	\$100,000
Auto Medical Payments (2)	\$5,000 Each Insured
Supplementary Underinsured Motorists (6)	\$1,000,000
Non-Ownership Liability	\$1,000,000
Hired/Borrowed Auto Coverages - Liability	\$1,000,000
Mutual Aid	\$1,000,000
- Monthly Work Loss	\$2,000
- Other Expenses (Per Day)	\$25
- Additional Death Benefit	\$3,000
Additional Coverages	
Additional Equipment coverage for equipment installed on municipal vehicles. / NYMIR Insured Vehicles	\$3,000
Deductibles/SIR	
Deductible - PIP	Full
Deductible - Reimbursement for Officers & Directors	Up to a \$1,000 Maximum Limit Per Occurrence

Endorsements (Including but not limited to)
Common Policy Declarations - IL DS 00 (09-08)
Commercial Auto Policy Declarations Page - MCA 000 (04-20)
NYMIR Schedule of Vehicles - MCA SCHED (04-20)
Business Auto Coverage Form - CA 00 01 (06-92)
New York Changes In Business Auto, Business Auto Physical Damage, Motor Carrier And Truckers Coverage Form - CA 01 12 (04-09)
New York Changes - Cancellation - CA 02 25 (06-99)
New York Supplemental Spousal Bodily Injury Liability Coverage - CA 04 20 (01-03)
Sound Receiving Equipment Coverage - Fire, Police and Emergency Vehicles - CA 20 02 (01-87)
New York Mandatory Personal Injury Protection Endorsement - CA 22 32 (07-02)

Additional Personal Injury Protection (New York) - CA 22 33 (07-02)
New York Supplementary Uninsured/Underinsured Motorists Endorsement - CA 31 07 (10-13)
Auto Medical Payments Coverage - CA 99 03 (01-87)
Employee As Insureds - CA 99 33 (01-87)
Social Service Agencies - Volunteers As Insureds - CA 99 34 (12-93)
General Endorsement - MCA 001 (06-98)
Municipal Automobile Special Deductible Reimbursement - MCA 300 (08-10)
Municipal Vehicle Additional Equipment Extension - MCA 310 (06-07)
New York Mutual Aid Endorsement - MCA 500 (02-09)
Valuation - Police Vehicles - MCA 600 (06-12)
Common Policy Conditions - IL 00 17 (11-98)
New York Changes - Fraud - IL 01 83 (04-98)
New York Changes - Calculation of Premium - IL 01 85 (07-02)
Exclusions (including but not limited to)
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
New York Exclusion of Medical Expense from Mandatory Personal Injury Protection Endorsement - CA 22 49 (04-92)

Covered Autos:

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.

Covered Autos:

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Vehicles:

Veh #	Year	Make Model	VIN	Cost New	Rating Class
1	2018	Seagrave / Fire Truck	1F9FM38U2JCST2044	\$1,291,410	7909

Other Significant Terms and Conditions/Restrictions:

Description
Hired/Borrowed Auto - Estimated Annual Cost of Hire: If Any, Rate Per Each \$100 Cost of Hire: IF Any
Non-Ownership Auto - Other than a Social Service Agency - Number of Employee: 101
Loss Adjustment Expenses Inside/Outside Deductible: Outside
Replacement cost new valuation for police vehicles 10 years old or newer.

Cyber Liability

Carrier Information	Renewal Quote
Policy Term	12/30/2023 - 12/30/2024
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Arch Specialty Insurance Company (A+ XV, Non-Admitted) Ascot Specialty Insurance Company (A XIII, Non-Admitted) Fireman's Fund Indemnity Corporation (A+ XV, Non-Admitted) Fortegra Specialty Insurance Company (A- IX, Non-Admitted)
Payment Plan	Annual
Payment Method	Agency Bill
Premium & Exposures	
Premium	\$26,821.00
Surplus Lines Tax	\$956.56
Stamping Fee	\$40.23
TRIA	Included
Minimum Type	None
Estimated Cost	\$27,826.79
Standard Coverages	
Aggregate Policy Limit of Liability	\$1,000,000
Third Party Liability Coverages - Limit / Sub-Limit	
A. Network and Information Security Liability	\$1,000,000
B. Regulatory Defense and Penalties	\$1,000,000
C. Multimedia Content Liability	\$1,000,000
D. Pci Fines and Assessments	\$1,000,000
First Party Coverages - Limit / Sub-Limit	
E. Breach Response	\$1,000,000
F. Crisis Management and Public Relations	\$1,000,000
G. Cyber Extortion	\$1,000,000
H. Business Interruption and Extra Expenses	\$1,000,000
I. Digital Asset Restoration	\$1,000,000
J. Funds Transfer Fraud	\$250,000
Arch Specialty Insurance Company - Quota Share Limit of Liability	\$300,000
Ascot Specialty Insurance Company - Quota Share Limit of Liability	\$200,000
Fireman's Fund Indemnity Corporation - Quota Share Limit of Liability	\$200,000
Fortegra Specialty Insurance Company - Quota Share Limit of Liability	\$300,000
Additional Coverages	
Coverages by Endorsement - Limit / Sub-Limit	
Breach Response Separate Limit - Limit is separate from and in addition to the Aggregate Policy Limit of Liability	\$1,000,000
CR. Computer Replacement Endorsement	\$1,000,000
SF. Service Fraud	\$100,000
Rhl. Reputational Harm Loss	\$1,000,000
Reputation Repair	\$1,000,000

Carrier Information	Renewal Quote
CR. Criminal reward coverage	\$25,000
IM. Invoice manipulation	\$250,000
PH – Phishing (Impersonation)	\$250,000
PL – Proof of Loss Preparation Expenses	\$250,000
Deductibles/SIR	
Retention : Third Party Liability Coverages - Retention / Sub-Retention	
Retention : A. Network and Information Security Liability	\$50,000
Retention : B. Regulatory Defense and Penalties	\$50,000
Retention : C. Multimedia Content Liability	\$50,000
Retention : D. Pci Fines and Assessments	\$50,000
Retention : First Party Coverages - Retention / Sub-Retention	
Retention : E. Breach Response	\$50,000
Retention : F. Crisis Management and Public Relations	\$50,000
Retention : G. Cyber Extortion	\$50,000
Retention : H. Business Interruption and Extra Expenses	\$50,000
Deductible : i. Waiting period	8 hours
Deductible : ii. Enhanced waiting period	1 hour
Retention : I. Digital Asset Restoration	\$50,000
Retention : J. Funds Transfer Fraud	\$10,000
Retention : Coverages by Endorsement - Retention / Sub-Retention	
Retention : Breach Response Separate Limit	\$50,000
Retention : CR. Computer Replacement Endorsement	\$50,000
Retention : SF. Service Fraud	\$20,000
Deductible : Rhl. Reputational Harm Loss - Waiting period	14 days
Retention : Reputation Repair	\$50,000
Retention : IM. Invoice manipulation	\$50,000
Retention : PH – Phishing (Impersonation)	\$50,000
Retention : PL – Proof of Loss Preparation Expenses	\$50,000
Defense Limitations	
Cyber Liability	The Limit of Liability Available to Pay Judgment or Settlements Will be Reduced and May be Exhausted by Amounts Incurred for Legal Defense and Claims Expenses
Form Type	
Form Type	Claims-Made and Reported
Retroactive Date	Full Prior Acts Coverage
Incident/Claim Reporting Provision	Refer to Policy Form
Run Off Provisions	Refer to Policy Form
Continuity Date	December 30, 2022

Endorsements (Including but not limited to)

Policy Declarations - SP 14 797 0221
Signature Page Allianz - Ny Or Ca - CYUSP-00NT-000002-0622-00
Signature Page Arch - CYUSP-00NT-000006-0922-00

Signature Page Ascot - CYUSP-00NT-000004-0922-00
Signature Page Fortegra - CYUSP-00NT-000003-0323-01
Coalition Cyber Policy - SP 14 798 0419
Quota Share Endorsement - SP 15 629 0218
Service Of Suit Endorsement - SP 14 927 0219
Computer Replacement Endorsement - SP 17 514 0419
Reputational Harm Loss - SP 16 383 0718
Reputation Repair Endorsement - SP 14 802 1117
Service Fraud Endorsement - SP 16 183 0518
Cap On Losses From Certified Acts Of Terrorism - SP 17 252 0219
Disclosure Pursuant To Terrorism Risk Insurance Act - SP 17 255 0220
New York Changes - SP 19 042 1020
Breach Response Separate Limit Endorsement - SP 16 296 0618
Regulatory Coverage Enhancement Endorsement -- Ccpa And Gdpr - SP 17 147 1119
Court Attendance Cost Reimbursement Endorsement - SP 16 777 0918
Criminal Reward Coverage - SP 16 670 0818
Duty To Cooperate Endorsement - SP 17 274 0219
Your Obligations As An Insured Endorsement - SP 17 275 0219
Invoice Manipulation Endorsement - SP 17 813 0819
Miscellaneous Amendments (Amwins) Endorsement - SP 20 112 0222
Multi-Factor Authentication (Mfa) Retention Reduction - SP 17 814 0819
Phishing (Impersonation) And Proof Of Loss Preparation Expense Endorsement - SP 18 435 0720
\$0 Retention For Services From Coalition Incident Response - CYUSP-50EN-000004-1022-01
Additional Insured Endorsement With Schedule - SP 15 378 1118
Enhanced Waiting Period For Denial Of Service - SP 14 805 1117
Notice of Available Panel Providers - SP 17 322 0919
Exclusions (including but not limited to)
Wrongful Collection And Biometric Privacy Exclusion - CYUSP 50EN 000009 0223 01

Carrier	Participating Limit
Arch Specialty Insurance Company	30.0%
Ascot Specialty Insurance Company	20.0%
Fireman's Fund Indemnity Corporation	20.0%
Fortegra Specialty Insurance Company	30.0%

Other Significant Terms and Conditions/Restrictions:

Description
Premium include TRIA Premium \$27.77
Pre-Claim Assistance \$5,000 Pre-Claim Assistance is a Benefit Included as Part of the Premium. See Section V, Claims Process, Pre-Claim Assistance of the Policy for More Details.
Premium break down; Arch Specialty Insurance Company \$8,331.60 Ascot Specialty Insurance Company \$5,554.40 Fireman's Fund Indemnity Corporation \$5,554.40 Fortegra Specialty Insurance Company \$8,331.60

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Options
		New York Municipal Insurance Reciprocal (NYMIR)	New York Municipal Insurance Reciprocal (NYMIR)
Package (Property/BM)	Premium	\$268,445.10	\$314,004.00
	NY Fire Fee	\$2,136.89	\$758.10
	Estimated Cost*	\$270,581.99	\$314,762.10
		New York Municipal Insurance Reciprocal (NYMIR)	New York Municipal Insurance Reciprocal (NYMIR)
Inland Marine	Premium	\$19,341.30	\$18,618.00
	Estimated Cost*	\$19,341.30	\$18,618.00
		New York Municipal Insurance Reciprocal (NYMIR)	New York Municipal Insurance Reciprocal (NYMIR)
Auto for Firetruck Only	Premium	\$1,911.80	\$2,059.00
	Estimated Cost*	\$1,911.80	\$2,059.00
		Arch Specialty Insurance Company	Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company
Cyber Liability	Premium	\$25,789.00	\$27,772.00
	SLM Taxes	\$928.40	\$956.56
	SLM Fees	\$43.84	\$40.23
	Estimated Cost*	\$26,761.24	\$27,826.79
Total Program Cost		\$318,596.33	\$363,265.89

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from Arch Specialty Insurance Company (Arch Insurance Group), etc... is valid until 12/30/2023

Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2023

Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2023

Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2023

Gallagher is responsible for the placement of the following lines of coverage:

Package (Property/BM)

Inland Marine

Auto for Firetruck Only

Cyber Liability

Liability Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = Settlement

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)
 $\frac{\$400,000}{\$800,000} \times \$200,000 \text{ (Loss)} - \$500 \text{ (Deductible)} = \$99,500 \text{ Settlement}$

(Insurance Required)

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Proposal Disclosures

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.

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.aig.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.

Client Signature Requirements

NOTICE OF EXCESS LINE PLACEMENT

Date:

Consistent with the requirements of the New York Insurance Law and Regulation 41 _____ is hereby advised that all or a portion of the required coverages have been placed by _____ with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer

Policy Premium	\$
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	\$
Inspection Fees ⁽¹⁾	\$ _____
Total Taxable Charges	\$
 Service Fee Charges:	
Excess Line Tax (3.60%)	\$
Stamping Fee	\$
Broker Fee ⁽¹⁾	\$
Inspection Fee ⁽¹⁾	\$
Other Expenses (specify) ⁽¹⁾ _____	\$ _____
Total Policy Cost	\$ _____

(Signature of Insured)

⁽¹⁾ = Fully earned

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/15/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package New York Municipal Insurance Reciprocal (NYMIR)	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Inland Marine New York Municipal Insurance Reciprocal (NYMIR)	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Auto for Firetruck Only New York Municipal Insurance Reciprocal (NYMIR)	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability Arch Specialty Insurance Company, Ascot Specialty Insurance Company, Fireman's Fund Indemnity Corporation, Fortegra Specialty Insurance Company	<input type="checkbox"/> Accept

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:

Appendix

City of Glen Cove



Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Glen Cove

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package Property Equipment Breakdown	New York Municipal Insurance Reciprocal (NYMIR)	N/A	\$314,762.10	9.09%	N/A
Inland Marine	New York Municipal Insurance Reciprocal (NYMIR)	N/A	\$18,618.00	9.09%	N/A
Auto for Firetruck Only	New York Municipal Insurance Reciprocal (NYMIR)	N/A	\$2,059.00	9.09%	N/A
Cyber Liability	Arch Specialty Insurance Company (Arch Insurance Group) Ascot Specialty Insurance Company Fireman's Fund Indemnity Corporation (Allianz SE) Fortegra Specialty Insurance Company	AmWNS Group Inc.	\$27,772.00	13 %	*

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): <i>Cyber Liability</i>	Report To:
Insurer: Arch Specialty Insurance Company , Ascot Specialty Insurance Company , Fireman's Fund Indemnity Corporation , Fortegra Specialty Insurance Company Policy Term: December 30, 2023 To December 30, 2024	Insurer/TPA Name: Arch Specialty Insurance Company , Ascot Specialty Insurance Company , Fireman's Fund Indemnity Corporation , Fortegra Specialty Insurance Company Phone: 1.833.866.1337 Email: claims@thecoalition.com

Coverage(s): <i>Equipment Floater - Inland Marine</i>	Report To:
Insurer: New York Municipal Insurance Reciprocal Policy Term: 12/30/2023 -12/30/2024	Insurer/TPA Name: New York Municipal Insurance Reciprocal Phone: Email Jennifer Rothstein - jrothstein@wrightinsurance.com / 800-476-9747 Ex.1380 Email: nysirclaims@wrightinsurance.com Web: https://www.nysir.org/page/claimsmanagement

Reporting to Gallagher or Assistance in Reporting

Coverage(s):	Report To:
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@aig.com

Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360[®] is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Please visit ajg.com/us/gallagher-step/ to learn more.

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Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

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Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Gallagher

National
Risk Control

Business Continuity and Resilience Services

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%-30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020

Business Continuity

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

Crisis Communications

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.

Supply Chain Risk Management

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for 11 consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.



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Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.

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Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2022.

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A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

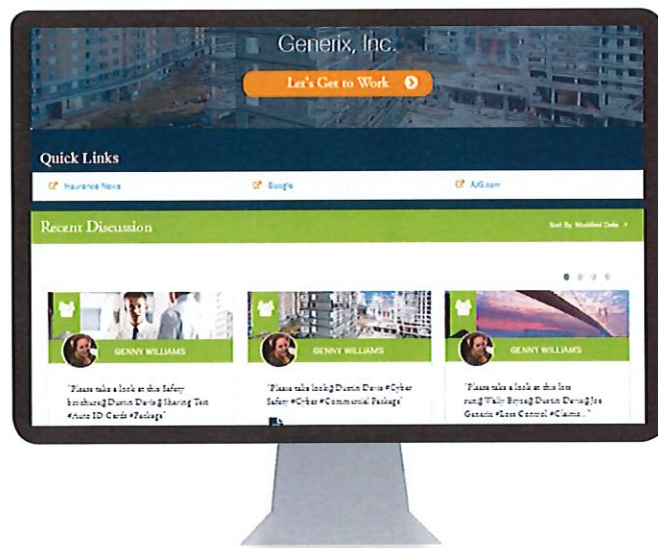
- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



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Contractual Risk Compliance



Gallagher

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Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify™** ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.



Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.



Learn More About CORE360®

Gallagher Verify is part of Gallagher CORE360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212 458 5000
(a capital stock company, herein referred to as the Company)

SCHEDULE OF COVERAGE - VOLUNTEER

Policy Number: VFP-4433-11006E-3

Policyholder: CITY OF GLEN COVE
(Name and Address) 9 GLEN STREET
GLEN COVE, NY 11542-0000

Policy Effective Date: 12/1/2023 Term: 1 Year
Policy Termination Date: 12/1/2024 Premium: \$7,291

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

THIS POLICY'S EXCLUSION SECTION CONTAINS THE FOLLOWING EXCLUSION, WHICH YOU SHOULD CAREFULLY REVIEW:

We will not cover any loss caused by or resulting from injuries that happen while flying as a crew member, or during parachute jumps from the aircraft.

PART COVERAGE

I. Accidental Death Benefits

A. Accidental Death Benefits

(1) Accidental Death Benefit Amount	\$50,000
(2) Seat Belt Benefit Amount	\$12,500
(3) Safety Vest Benefit Amount	\$12,500
(4) Military Death Benefit Amount	\$15,000
B. Dependent Child and Education Benefit Amount	\$30,000
C. Spousal Support and Education Benefit Amount	\$15,000
D. Dependent Elder Benefit Amount	\$5,000
E. Repatriation Benefit Amount	\$2,500

II. Accidental Dismemberment and Impairment Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum	\$50,000
B. Vision Impairment Benefit Principal Sum	\$50,000
C. Injury Permanent Impairment Benefit Principal Sum	\$50,000
D. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum	\$50,000

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company ¹
The United States Life Insurance Company in the City of New York National
Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

HIPAA Privacy Officer 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

III. Weekly Disability Benefits

A. Total Disability Benefits

- (1) Total Disability Weekly Amount (first 28 days)\$600
(2) Total Disability Maximum Weekly Amount (after 28 days).....\$1,000
(3) Total Disability Minimum Weekly Amount.....\$150

B. Partial Disability Benefits

- (1) Partial Disability Weekly Amount (first 28 days)\$300
(2) Partial Disability Maximum Weekly Amount (after 28 days).....\$500
(3) Partial Disability Minimum Weekly Amount\$75

C. Disability Benefits General

- D. Illness Permanent Impairment Benefit Principal Sum**.....\$50,000

IV. Occupational Retraining Benefit Maximum Amount\$20,000

V. Weekly Injury Permanent Impairment Benefit☒Yes ☐No

VI. Medical Expense Benefits (Injury Only)

- A. Medical Expense Benefit Maximum Amount**\$30,000

Medical Expense Benefit Options

- (1) Excess of Workers' Compensation☒
(2) Primary Medical Expense Benefit☐

- B. Cosmetic Plastic Surgery Maximum Amount**.....\$25,000

- C. Post-Traumatic Stress Disorder Maximum Amount**.....\$25,000

- D. Critical Incident Stress Management Maximum Amount**\$25,000

- E. Family Expense Benefit Amount (per day)**.....\$100

- F. Family Bereavement and Trauma Counseling Benefit Amount (per person)**\$1,000

VII. Continuation of Health Insurance Benefit Maximum Amount\$12,000

VIII. Felonious Assault Benefit Amount.....\$25,000

IX. Home Alteration and Vehicle Modification Benefit Maximum Amount\$50,000

X. Optional Benefits

- A. Weekly Hospital Benefit Amount**NONE

- B. First Week Total Disability Benefit Amount**NONE

- C. Coordinated 28 Day Total Disability Benefit Amount**NONE

- D. Extended Total Disability Benefit**☐Yes ☒No

- E. Long-Term Total Disability Benefit**.....☐Yes ☒No

F. Cost Of Living Adjustment (COLA) Benefits

- (1) Weekly Injury Permanent Impairment COLA.....☒Yes ☐No

- (2) Long-Term Total Disability COLA.....☐Yes ☒No

- G. 24-Hour Accident Benefit Amount**NONE

- H. Off-Duty Accident Benefit Amount**.....\$10,000

SCHEDULE OF FORMS AND RIDERS

POLICY FORMS ATTACHED AT ISSUANCE:

V50000NUFIC-NY	Schedule of Coverage - Volunteer
V50004NUFIC-NY	Blanket Accident and Sickness Insurance Policy – Volunteer Members
V50010NUFIC-NY	Organized Team Sports Rider
U40015_NY_0813	Domestic Partnerships Endorsement
89644 (04/22)	Economic Sanctions Endorsement
OFAC Notice	Office of Foreign Assets Control Notice

SCHEDULE OF POLICYHOLDERS

ADDITIONAL ENTITIES:

CITY OF GLEN COVE FIRE DEPARTMENT

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, Fl 37 | New York, NY 10020 | 212 458 5000
(a capital stock company, herein referred to as the Company)

IMPORTANT NOTICE

THIS IS NOT COMPREHENSIVE HEALTH OR MAJOR MEDICAL INSURANCE. IT DOES NOT SATISFY THE REQUIREMENTS OF MINIMUM ESSENTIAL COVERAGE UNDER THE AFFORDABLE CARE ACT AND IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH OR MAJOR MEDICAL COVERAGE. LACK OF COMPREHENSIVE HEALTH OR MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

Benefits that become payable under this Policy will include any additional provisions mandated by the State of New York that would attach to the type of insurance afforded by this Policy.

BLANKET ACCIDENT INSURANCE POLICY

VOLUNTEER MEMBERS

This policy is a legal contract between the **Policyholder** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident insurance to **Insured Persons** while they are participating in a **Covered Activity**.

CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the policy Effective Date and continues in effect until the policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

RENEWAL

After the policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This policy begins on the policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** where this policy is delivered.

Termination Date. We may terminate this policy by giving 30 days advance notice in writing to the **Policyholder**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder**. Termination takes effect at 12:01 AM at the **Policyholder's** address on the date of termination.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the policy **Effective Date** shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. We may change the required premiums as a condition of any renewal of this policy. We may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

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DEFINITIONS

(Additional defined terms can be found throughout this policy)

Any term in capitals and quotations or any term in bold type in the policy, application, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Administrative Personnel – means a person who works an average of 25 hours or more per week while acting within the scope of his or her employment for the **Policyholder**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

Average Weekly Wage – means an average weekly wage determined by the greater of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Cardiac Malfunction – means a sudden and serious malfunction of the heart or circulatory system that occurs during or as a result of an **Insured Person's** participation in a **Covered Activity**. **Cardiac Malfunction** includes myocardial infarction, cardiac arrest, coronary thrombosis and cerebral vascular events. **Cardiac Malfunction** does not include conditions such as hypertension or angina.

Consumer Price Index – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise;
- (3) **Firematic Events or Contests**;
- (4) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (5) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.);
- (6) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel and activities related to attending such convention, conference or meeting;
- (7) Participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**, other than a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (8) authorized public safety education events; and
- (9) administrative or maintenance duties.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

Covered Person - means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

Dependent Child - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** for support and maintenance. **Dependent Child** includes any adopted child and stepchild dependent upon the insured and proposed adoptive child during any waiting period prior to the finalization of the child's adoption.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

Gainful Occupation – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hemiplegia - means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

Hospital - means a short-term, acute, general hospital, which:

- (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a **Physician** or dentist;
- (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x[k]); and
- (6) is duly licensed by the agency responsible for licensing such hospitals.

A **Hospital** is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Illness(es) – means any disease, sickness, or infection (including **Cardiac Malfunction**) of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also results in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease(s) – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**; and
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person** and
- (3) which is not otherwise defined as an **Illness**.

Insured Person(s) – means any officially designated member of the **Policyholder** while acting as:

- (1) a volunteer member for the **Policyholder**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses; and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

Limb(s) - means entire arm or entire leg.

Long-Term Total Disability - means:

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have an occupation producing wages at the time of **Total Disability**, **Long-Term Total Disability** benefits do not apply.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**.

Medical Treatment - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs; or
- (4) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act, any individual disability insurance plans, Medicaid or no fault automobile insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

Paid Employee(s) – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

Paraplegia - means the complete and irreversible paralysis of both lower **Limbs**.

Partial Disability, Partially Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) – means any duly licensed medical practitioner:

- (1) who is acting within the scope of his or her license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Post-Traumatic Stress Disorder – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Quadriplegia - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder**.

Schedule – means the Schedule of Coverage which is attached to this policy.

Total Disability, Totally Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

Uniplegia - means the complete and irreversible paralysis of one **Limb**.

VAWBL means the Volunteer Ambulance Workers' Benefit Law, Chapter 64-B of the Consolidated Laws of New York.

VFBL means the Volunteer Firefighters' Benefit Law, Chapter 64-A of the Consolidated Laws of New York.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa.

PART I. DEATH BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) **Accidental Death Benefit.** We will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

If death to an **Insured Person** is due to a **Cardiac Malfunction** that occurs during or within 48 hours of participating in a specific **Covered Activity** that is:

- (a) an emergency response for fire suppression and rescue or emergency medical activity; or
- (b) a training exercise which simulates an emergency and where active physical participation is required,

It is presumed an accidental death and **We** will pay the Death Benefit shown in the **Schedule**.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) **Seat Belt Benefit.** If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.
- (3) **Safety Vest Benefit.** If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing an approved American National Standards Institute, Inc. (ANSI)/ Manual on Uniform Traffic Control Devices (MUTCD) "Safety Vest", **We** will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest approved in the MUTCD as published by the ANSI.

- (4) **Military Death Benefit.** If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

B. DEPENDENT CHILD AND EDUCATION BENEFIT

If an Accidental Death Benefit is payable under the policy, **We** will pay the Dependent Child and Education Benefit Amount shown in the **Schedule** for each surviving **Dependent Child**. **We** may make payment directly to the **Dependent Child's**:

- (1) guardian; or
- (2) to an individual or institution with custody of the **Dependent Child** if;
 - (a) the **Dependent Child** is a minor or is not competent to give a valid receipt for payment due him or her; and
 - (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

C. SPOUSAL SUPPORT AND EDUCATION BENEFIT

If an Accidental Death Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

D. DEPENDENT ELDER BENEFIT

If an Accidental Death Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Elder**" - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

E. REPATRIATION BENEFIT

If an Accidental Death Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from his or her current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport his or her body to the local vicinity of their current place of primary residence.

We will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

PART II. ACCIDENTAL DISMEMBERMENT AND IMPAIRMENT BENEFITS

A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFITS

If **Injury** to an **Insured Person** results in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one **Injury**, only one amount, the largest, will be paid.

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
Entire Sight of Both Eyes.....	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
Speech and/or Hearing	100%
One Arm or One Leg	100%
One Hand or One Foot.....	50%
Entire Sight of One Eye	50%
Both Thumbs	50%
One Thumb	25%
Each Joint of a Finger or Toe	10%

"Loss" - means **Quadriplegia**, **Paraplegia**, **Hemiplegia**, **Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. **"Loss"** of speech or hearing means the total and irrecoverable loss of speech and/or hearing. **"Loss"** of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment and Paralysis Benefit and an Accidental Death Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in "Permanent Damage" to the **Insured Person's** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment as shown below. This benefit will apply separately to each eye.

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

"**Permanent Damage**" - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the **Illness** Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's** **Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to payment made for dismemberment under the Accidental Dismemberment Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the Cosmetic Burn Benefit shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The Cosmetic Burn Benefit below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Benefit shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following explains how a Cosmetic Disfigurement Resulting From Burns Benefit will be determined. This benefit represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement. If the **Insured Person** suffers burns in more than one area as a result of any one **Covered Activity**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

PART III. WEEKLY DISABILITY BENEFITS

A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid to the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid to the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

D. ILLNESS PERMANENT IMPAIRMENT BENEFIT

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and any **Other Valid and Collectible Insurance**.

"Covered Retraining Expenses" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Injury** results in a **Permanent Impairment** to an **Insured Person** and it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Disability Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Disability Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Disability Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

The **Permanent Impairment** rating used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

PART VI. MEDICAL EXPENSE BENEFITS – (INJURY ONLY)

A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care"; or
- (3) nursing services prescribed and monitored by a **Physician**.

We will pay the medical expense benefits subject to the **Policyholder's** choice of 1 or 2 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law. If benefits are not payable under the applicable Workers' Compensation act, **VFBL**, **VAWBL** or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law or any **Other Valid and Collectible Insurance**.

We will also pay New York Mandated Benefits required by New York Insurance law to the extent that they are appropriate for the care and treatment of a covered loss sustained by an **Insured Person**.

Medical Expense Benefits are not payable for any **Illness**.

We will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury**.

"**Home Health Care**" - means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. "Home Health Care" must be:

- (1) performed by a "Home Health Care Practitioner";
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"**Home Health Care Practitioner**" - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a "Home Health Care Practitioner" unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a "Critical Incident Stress Management Team" is requested and authorized by the **Policyholder** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team". Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

F. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent Child** or "Resident" **Immediate Family Member**, of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent Child** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

"Resident" - means that the **Immediate Family Member's** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member's** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

PART VII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the "Continuation of Health Insurance Premium", up to the Continuation Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if:

- (1) as a result of **Injury** or **Illness**, an **Insured Person** becomes **Totally Disabled**;
- (2) **We** have paid six weeks of Total Disability Benefits under the policy; and
- (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium".

The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself.

This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is:

- (1) self-employed as described under item (4) of the **Average Weekly Wage** definition; or
- (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"**Continuation of Health Insurance Premium**" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

PART VIII. FELONIOUS ASSAULT BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Illness Permanent Impairment Benefit or Cosmetic Disfigurement Resulting from Burns Benefit as provided by this policy, and the Felonious Assault Benefit is indicated in the **Schedule**, **We** will pay the Felonious Assault Benefit Amount.

We will not pay more than the Felonious Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

"Felonious Assault" will not apply to a Police Officer while acting within the scope of his or her employment.

"**Felonious Assault**" - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART IX. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

PART X. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL BENEFIT

If Weekly Disability Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, **We** will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Disability Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

B. FIRST WEEK TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the First Week Total Disability Benefit is indicated in the **Schedule**, **We** will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. **We** will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

D. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

E. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, We will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Disability Benefit Amount payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

The following paragraph is hereby added under Disability Benefits General as follows:

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

F. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

- (1) Weekly Injury Permanent Impairment COLA
- (2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

G. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. We will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated in the Accidental Dismemberment and Paralysis Benefit or the Vision Impairment Benefit.

We will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, other than during participation in a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby, or martial arts, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. We will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage in the Accidental Death, Dismemberment and Paralysis Benefit per **Covered Person**, whichever is greater.

In no event will both, a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

H. OFF-DUTY ACCIDENT BENEFIT – INJURY ONLY

Off-Duty Accidental Death Benefit. We will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated in the Accidental Dismemberment and Paralysis Benefit or the Vision Impairment Benefit.

We will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, other than during participation in a league sports event or any form of football, hockey, lacrosse, soccer, boxing, rugby, or martial arts, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. We will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage in the Accidental Death, Dismemberment and Paralysis Benefit per **Covered Person**, whichever is greater.

In no event will both, an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post-Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy or;
- (8) military service of any state or country, except as provided by this policy.

OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, application(s), riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

Statements: In the absence of fraud, all statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless it is material, it appears in a written instrument signed by the **Policyholder**, and a copy of the statement is furnished to the **Insured Person**, his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If such forms are not furnished before the expiration of fifteen days after **We** receive notice of claim under the policy, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time frame fixed in the policy for filing proof of loss, written proof covering the occurrence, character, and extent of loss for which the claim is made.

Proof of Loss: In the case of claim for loss of time for disability, written Proof of Loss must be given within 30 days after the commencement of the period for which **We** are liable. Subsequent written proof of continuing disability must be furnished to **Us** at intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 120 days after the loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

Time of Payment of Claims: Subject to our receipt of written proof of loss for other than loss of time, **We** will pay any benefits due within 60 days of receipt of due written proof of loss.. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Accidental Death Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Accidental Death Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of this policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: We will be permitted to examine and audit a **Policyholder** 's records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

Duty to Cooperate: The **Policyholder** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder** or the **Insured Person**.

Not In Lieu Of Workers' Compensation: This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: This policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under this policy.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, Fl 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF GLEN COVE
Policy Number: VFP-4433-11006E-3
Effective Date: 12/1/2023

ORGANIZED TEAM SPORTS RIDER

SOFTBALL

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

If "Injury" or death to an **Insured Person** results from participation in, including travel to and from, a specific organized team sport, **We** will pay the benefits as indicated below.

A. ACCIDENTAL DEATH BENEFIT

We will pay the Accidental Death Benefit shown below if "Injury" to an **Insured Person** results in the **Insured Person's** death.

Accidental Death Benefit Amount \$10,000

B. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If a "Loss" listed below results in "Injury" to an **Insured Person**, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown below for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one "Injury", only one amount, the largest, will be paid.

Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia.....	200%
Paraplegia.....	200%
Hemiplegia.....	200%
Uniplegia.....	100%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
Entire Sight of Both Eyes.....	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
Speech and/or Hearing	100%
One Arm or One Leg	75%
One Hand or One Foot.....	50%
Entire Sight of One Eye.....	50%
Both Thumbs	50%
One Thumb.....	25%
Each Joint of a Finger or Toe	10%

Accidental Dismemberment and Paralysis Principal Sum \$10,000

"Loss" - means **Quadriplegia, Paraplegia, Hemiplegia, Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. **"Loss"** of speech or hearing means the total and irrecoverable loss of speech and/or hearing. **"Loss"** of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Indemnity Benefit are payable under this rider as a result of any "Injury" sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

C. TOTAL DISABILITY BENEFIT

- (1) If "Injury" to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown below for the first 28 days of **Total Disability**.

Total Disability Weekly Income Benefit (first 28 days) \$200

- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VAWBL, VFBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of 26 weeks.

Total Disability Maximum Weekly Amount (after 28 days) \$200

- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown below. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

Total Disability Minimum Weekly Amount.....\$200

If an **Insured Person** is **Totally Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

We will pay up to a maximum of 26 weeks for any one "Injury".

Periods of **Total Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

D. MEDICAL EXPENSE BENEFIT

If, as a result of a covered "Injury" an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) **Home Health Care**;
- (3) nursing services prescribed and monitored by a **Physician**.

We will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act, **VAWBL**, **VFBL** or similar law or any **Other Valid and Collectible Insurance**.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown below for any one "Injury".

Medical Expense Maximum Amount.....\$10,000

Deductible Amount (if applicable).....\$100

Total Additional Premium.....

"Injury" as used in this rider, means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in an organized team sport while coverage under this rider is in force as to the **Insured Person**;
- (2) which directly and independently causes a loss to the **Insured Person**; and
- (3) which is not an illness.

The term "Injury" includes, but is not limited to, hernia, back strain or sprain, heat exhaustion, and over-exertion.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:

A handwritten signature in cursive script, appearing to read "J. M. G.", written in dark ink.

President

A handwritten signature in cursive script, appearing to read "H. B.", written in dark ink.

Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, Fl 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

Policyholder: CITY OF GLEN COVE
Policy Number: VFP-4433-11006E-3
Effective Date: 12/1/2023

DOMESTIC PARTNERSHIPS ENDORSEMENT

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy or Certificate as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Policyholder. It applies only with respect to coverages that are in effect under the referenced Policy or Certificate on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective date of this Endorsement. This Endorsement is subject to all of the provisions, benefits, limitations, and exclusions of the Policy or Certificate except as they are specifically modified by this Endorsement. If there is a conflict between the Policy or Certificate and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy or Certificate in the following manner:

- The following is added to and made a part of the Policy or Certificate. It replaces any material pertaining to Domestic Partnership that may already be contained in the Policy or Certificate. This Endorsement amends the Policy or Certificate to provide coverage for Domestic Partnerships.

Domestic Partner means a person who has entered into a Domestic Partnership.

Domestic Partnership means an arrangement whereby two persons of the same or opposite sex have established a domestic or civil union relationship and who have submitted proof of such arrangement in the form of the following:

1. Registration as a Domestic Partnership indicating that neither individual has been registered as a member of another Domestic Partnership within the last six months, where such registry exists, or
2. For partners residing where registration does not exist, by:
 - a. an alternative affidavit of Domestic Partnership. The affidavit must be notarized and must contain the following
 - The partners are both eighteen years of age or older and are mentally competent to consent to contract.
 - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
 - The partners have been living together on a continuous basis prior to the date of the application;
 - Neither individual has been registered as a member of another Domestic Partnership within the last six months; and
 - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and

c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence;

- joint bank account
 - joint credit card or charge card
 - joint obligation on a loan
 - status as an authorized signatory on the partner's bank account, credit card or charge card
 - joint ownership of holdings or investments, residence or of real estate other than residence
 - listing of both partners as tenants on the lease of the shared residence
 - shared rental payments of residence (need not be shared 50/50)
 - listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
 - common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
 - shared household budget for purposes of receiving government benefits
 - status of one as representative payee for the other's government benefits
 - joint ownership of major items of personal property (e.g., appliances, furniture)
 - joint ownership of a motor vehicle
 - joint responsibility for child care (e.g., school documents, guardianship)
 - shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)
 - execution of wills naming each other as executor and/or beneficiary
 - designation as beneficiary under the other's life insurance policy
 - designation as beneficiary under the other's retirement benefits account
 - mutual grant of durable power of attorney
 - mutual grant of authority to make health care decisions (e.g., health care power of attorney)
 - affidavit by creditor or other individual able to testify to partners' financial interdependence
 - other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.
- The definitions, terms, conditions or any other provisions of the Policy, including any Application, the Certificate, and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Domestic Partnership.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa., witness this Endorsement:

A handwritten signature in black ink, appearing to be "J. M. G." with a stylized flourish at the end.

President

A handwritten signature in black ink, appearing to be "H. B." with a stylized flourish at the end.

Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of Policy No. issued to by National Union Fire Insurance Company of Pittsburgh, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF GLEN COVE

Policy Number: CAN-0009480119

BLANKET VOLUNTEER FIREFIGHTER ENHANCED CANCER INSURANCE

POLICY AMENDMENT No. 1

This Policy Amendment is attached to and made part of the Policy effective January 1, 2024 at 12:01 AM, Standard Time at the address of the Policyholder. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Policy Amendment.

It is hereby understood and agreed that the Policy has been renewed for the term commencing January 1, 2024 and ending January 1, 2025.

The Premiums section of the Master Application has been amended to read as follows:

Premium


\$16,300.00 due and payable in advance of the policy term.

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy Amendment:



President



Secretary

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

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- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-7063102.

**NOTICE OF AVAILABILITY
OF HIPAA NOTICE OF
PRIVACY PRACTICES**

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company¹
The United States Life Insurance Company in the City of New York
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

HIPAA Privacy Officer 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

FACTS

Why?

What?

How?

WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

Mail:

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-

CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice?

The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include administrative, technical, and physical safeguards. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information?

We collect your personal information from you, for example, when you apply for insurance or pay insurance premiums
file an insurance claim or give us your income information
provide employment information
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you limit sharing.
See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your

rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.