

**Luzerne County
Insurance Policy Specifications
Policy Term: 1/1/2018 through 1/1/2019**

SECTION I General Requirements & Instructions
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Notice

Information provided in these specifications is to be used only for the purpose of preparing detailed costs of insurance coverage for County of Luzerne.

It is expected that each carrier will read these specifications with care. Failure to meet certain conditions may invalidate proposals.

County of Luzerne, its Consultant and Broker of Record, reserve the right to reject any or all proposals, or any portion thereof and to accept the proposal or portions of the proposal deemed most advantageous. There is no expressed or implied obligation for County of Luzerne to reimburse responding carriers for any expenses incurred in preparing proposals in response to this request.

The Request for Proposal, herein referred to as RFP, is not to be construed as creating a contractual relationship between County of Luzerne and any carrier submitting a response to this RFP.

Proposing carriers are requested to submit quotations on the basis of these specifications.

Alternative quotes providing coverage or service broader than those requested are encouraged and will receive consideration provided such coverage and service are clearly explained and noted separately.

By submitting these quotations, the carrier represents that it has examined and understands this RFP and has become fully informed of all requirements of the RFP.

All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made in writing to individual items and accepted by County of Luzerne.

<p style="text-align: center;">SECTION I General Requirements & Instructions</p>
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After evaluation of the responses, County of Luzerne will make its selection based on the response which best meets the needs of County of Luzerne, in the sole discretion of County of Luzerne.

The Request for Proposal is not intended to create a public bidding process and the proposal with the lowest quoted premium will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated.

County of Luzerne reserves the right to privately negotiate with any carrier with respect to the requirements outlined in this Request for Proposal.

The information contained herein is believed to be accurate, however, should not be considered warranted in any way.

Requests for additional underwriting information, inspections or supplemental applications “must be” requested via email or in writing to the County’s Broker of Record at:

Brown and Brown of Lehigh Valley

3001 Emrick Blvd, Ste 120

Bethlehem, PA 18020

610-694-1913(voice)

610-974-9791(fax)

Paul Pugielli, CIC

ppugielli@bbinslv.com

A. TIMETABLE

1. These specifications are to be sent to market on or about October 2, 2017.
2. Proposals will be accepted by Paul Pugielli, CIC, Senior Vice President, Municipal Insurance Services, Brown and Brown of Lehigh Valley LP, 3001 Emrick Blvd, Suite 120, Bethlehem, PA 18020-8036, **by noon, November 10, 2017.**
3. Proof of Binding is to be delivered immediately upon notification of acceptance with complete policies to follow within sixty days with any endorsement changes that are required.

A. POLICY TERM

1. Policy Term will be 1/01/2018 to 1/01/2019
2. The successful carrier, solely at the County of Luzerne's discretion, may be given the option to issue subsequent renewals provided "comparable" coverage and pricing structure is being offered.

SECTION I General Requirements & Instructions
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B. PREPARATION OF PROPOSALS

Carriers may submit their proposal in any form which provides complete descriptions of that which is proposed.

Proposals failing to provide all of the items in the specifications will not be rejected, per se, however, any exceptions or deviations from the requested coverage must be clearly indicated in writing and must be submitted and form a part of their proposal.

Blanket statements, such as “including all coverage requested in the specifications”, **WILL NOT BE ACCEPTABLE.**

Signatures of the person or persons preparing the quotation and authorized to bind the carrier shall be affixed on the proposal. Carriers are cautioned not to make “yes/no” or “included/not included” responses when there is any doubt that the underwriter intended to provide such coverage or coverage wording.

Proposing carriers are requested to submit proposals for **ANY OR ALL** of the following:

1. Package Policy- Including Property, Inland Marine, Commercial General Liability, Pesticide/Herbicide, Commercial Auto, Umbrella, Systems Breakdown, Employee Benefits and Crime
2. Public Officials/Employment Practices/Network Security & Privacy Liability
3. Law Enforcement Professional Liability
4. Emergency Dispatchers Liability
5. Public Defender/Lawyers Professional Liability
6. Keystone Job Corps Property Coverage
7. Children and Youth- Including Commercial General Liability, Professional Liability Abuse/Molestation Liability and Excess Liability
8. Mental Health/Developmental Services - including Commercial General Liability, Professional Liability and Abuse/Molestation Liability, Umbrella
9. Area Agency on Aging- including Professional Liability, Abuse/Molestation Liability and Umbrella Liability.
10. Fiduciary Liability
11. Excess Workers Compensation

C. SUBMISSIONS OF PROPOSAL

Where proposals are sent by mail, the carrier shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the mail is delayed beyond the date and hour set for the closing, proposals thus delayed **will not be considered**.

D. INTERPRETATION OF SPECIFICATIONS

If any person submitting a proposal is in doubt as to the true meaning of any part of these specifications, he or she may submit via email or in writing to the County's Broker of Record, Brown and Brown of Lehigh Valley, a request for an interpretation thereof. Any interpretation of these specifications will be made in writing and distributed to all carriers who received a copy of these specifications. Oral interpretations **ARE NOT** binding.

E. CONSIDERATION OF PROPOSAL

David Pedri, Esq., County Manager shall represent and act for County of Luzerne in all matters pertaining to these specifications and policy contracts in conjunction therewith.

F. EXAMINATION OF POLICIES

Requests to furnish specimen policies may be made after the proposals are reviewed.

Any restrictive endorsements which appear in subsequent policies shall be considered deviations from the specifications unless submitted with the proposal.

SECTION I General Requirements & Instructions
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H. PREMIUM AND FEES

“ALL” policies are to be written “net” of commission (**zero (0) commission**).

Successful carriers must provide to the County of Luzerne, written evidence indicating the policy is being issued “net of commission” (zero (0) commission) to the broker of record, Brown and Brown of Lehigh Valley.

SECTION I General Requirements & Instructions
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I. ACCEPTANCE OF SUBSEQUENT POLICIES

Four (4) complete copies of policies will be required. Policies will be audited by the County of Luzerne, its Consultant and Broker of Record.

Failure of the subsequently issued policies to match the proposal will not be acceptable to County of Luzerne and may be grounds for disqualification or cancellation of said policies. Such cancellation shall be on a pro-rata (not short-rate) basis **and** will not be subject to any minimum earned or deposit premium.

J. SERVICES DESIRED

1. **Claim Services** – In addition to claims service, County of Luzerne expects to receive prompt and accurate loss runs semi-annually at minimum, showing all paid and outstanding (reserved) claims. It is not the County's wish to dispute the reserving techniques of insurer(s) but it can offer the benefit of personal and timely knowledge which may affect a more prompt and equitable settlement of the claim.
2. **Information, Advice, Notice of Changes** – County of Luzerne expects to receive from its selected insurance carrier advance information and advice regarding improved programs, methods and constructive suggestions as to implementation.
3. **Premium Allocation** – The writing carrier will be expected to provide County of Luzerne with a premium breakdown for cost allocation purposes.
4. **Loss Control Services** - Proposals should include an outline of loss control services offered. Any costs for these services should be noted. These value-added services will be considered when analyzing and awarding the policies.

SECTION I General Requirements & Instructions
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K. QUALIFICATIONS OF INSURERS

1. Proposals will only be accepted from carriers with a current rating of “(A-) FSC X” or better in the Best’s Key Rating Guide Property & Casualty Edition.
2. Carriers shall comply with all applicable state insurance laws and requirements of insurance regulatory authorities.

SECTION II Coverage Conditions

A. GENERAL

1. ***Named Insured** on policies shall read:

County of Luzerne, its subsidiaries or affiliated entities, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured, but not specifically named.

Luzerne-Wyoming County Drug and Alcohol Program

***EXCEPTIONS:**

Children & Youth

Luzerne County Children & Youth Services its subsidiaries or affiliates entities, as now or may hereafter be acquired or formed and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured but not specifically named.

Keystone Job Corps and County of Luzerne

Keystone Job Corp Center, its subsidiaries or affiliated entities, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured but not specifically named.

Area Agency on Aging for Luzerne/Wyoming Counties

Area Agency on Aging for Luzerne/Wyoming Counties its subsidiaries or affiliated entities, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured but not specifically named.

Luzerne / Wyoming Counties Mental Health/ Developmental Services

Luzerne / Wyoming Counties Mental Health / Developmental Services its subsidiaries or affiliated entities, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured, but not specifically named.

County of Luzerne Public Defenders Office

County of Luzerne Public Defenders Office, its subsidiaries or affiliates, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured, but not specifically named.

2. Cancellation/Non-renewal – All policies are to contain a clause requiring ninety (90) days written notice by registered mail to the County of Luzerne , David Pedri, Esq., County Manager of the insurers intention to cancel or non-renew any renewal thereof.
3. Policy Terms – Proposals will be accepted by County of Luzerne with premiums based on “One-Year/Annual Term”.
 - The inception date of coverage is to be: 01/01/2018
4. Rating Plans – Where final premium is subject to audit, this should be indicated in the proposal, including values used for the basis of premium.
5. **Notice of Occurrence** – “**All**” policies shall include, or be modified to include, a Notice of Occurrence Clause as follows: “It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee.”

COMMERCIAL PROPERTY

Property Coverage should be on an **Agreed Amount/Replacement Cost** basis (no coinsurance). Coverage must be extremely broad and designed to cover the unique exposures relating to Municipalities. Blanket limits will apply over all covered locations as follows:

Blanket 1: Real and Personal Property	\$ 206,284,826
Blanket 2: Business Income/Extra Expense (ALS)	\$ 5,000,000
Blanket 3: Loss of Rents	\$ 300,000

\$10,000 Deductible will apply to Blanket 1.

TERRORISM COVERAGE TO BE INCLUDED

Additional Coverage extensions **must, at a minimum, be included, but not limited to,** the following:

Accounts Receivable	\$ 1,000,000
Computers	\$ 100,000
Ordinance or Law Coverage	Included
Loss to Undamaged Portion	\$1,000,000
Demolition Cost – Increased Cost	\$1,000,000
Newly Acquired Property	
Building	\$2,000,000
Personal property	\$1,000,000
Outdoor Property	\$ 50,000
Property of Others	\$ 25,000
Property in Transit	\$ 50,000
Sewer Backup	\$ 50,000
Valuable Papers/Records	\$1,000,000
Pollution Cleanup/Removal	\$ 100,000
Personal Effects	\$ 50,000
Inventory/Appraisals	\$ 10,000
Fire Dept Service Charge	\$ 25,000
Temporary Location	\$ 50,000
Commandeered Property	\$ 500,000
Outdoor Fences and Signs	\$ 100,000
Flood Excess of NFIP	\$1,000,000 (Zones C&X only)
Earthquake	\$1,000,000

Statement of Values available via email from Brown and Brown

SYSTEMS/EQUIPMENT BREAKDOWN

Coverage is provided for both direct and indirect loss from the sudden and accidental breakdown of property.

Coverage includes protection for boilers, fired and unfired vessels, refrigeration and air conditioning equipment, piping and any necessary equipment, mechanical or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power.

Property limit \$206,284,826

\$10,000 Deductible will apply

Coverage shall include the following endorsements and coverage

Extra Expense	\$5,000,000 (72 hour deductible)
Expediting Expenses	\$ 250,000
Hazardous Substances	\$ 250,000
Utility/Service Interruption	\$5,000,000 (72 hour deductible)
Fungus Clean-up and/or Removal	\$ 25,000
Ammonia Contamination -	\$ 250,000
Drying out of electrical equipment due cause of loss by Flood	
Terrorism Coverage to be Included	

CRIME

	LIMIT	DEDUCTIBLE
Employee Dishonesty – “Per Loss Basis”	\$ 5,000,000	\$ 50,000
Forgery or Alteration (Incoming/Outgoing)	\$ 500,000	\$ 10,000
Theft Disappearance and Destruction Of Money and Securities		
Sec. 1 Inside the Premises	\$ 50,000	\$ 5,000
Sec. 2 Outside the Premises	\$ 50,000	\$ 5,000
Robbery/Safe burglary	\$ 50,000	\$ 5,000
Money Orders – Counterfeit Paper Currency	\$ 300,000	\$ 1,000
Computer Fraud	\$ 500,000	\$ 10,000
Funds Transfer Fraud	\$ 500,000	\$ 10,000

- Higher Limits have been requested to be quoted at Renewal.

Employee Benefit Plans are to be Included as Named Insured’s.

Volunteer Workers are to be Included as Insureds.

Joint Ventures are included as insureds: Luzerne-Wyoming Counties Mental Health/Development Services Program, Area Agency on Aging for Luzerne/Wyoming Counties and Luzerne-Wyoming Counties Drug and Alcohol Program

(3) Tax Collection Processors are included

**Faithful Performance of Duty to be Included at Limit of \$5,000,000.
Including peace officers (Sheriff)**

**Elected And/Or Appointed Officials are Included as Insureds, including District Attorney,
County Council and County Manager.**

Treasurers and Tax Collectors are currently included.

Completed Crime Application available via email from Brown and Brown

COMMERCIAL GENERAL LIABILITY

Occurrence Form Only:

General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 3,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 1,000,000
Medical Expense	\$ 0
Employee Benefits (Full Prior Acts, Claims Made Form)	\$ 1,000,000
Deductible (Bodily Injury and Property Damage)	\$ 10,000

1. Coverage is to include all Premises, Operations, Independent Contractors, Products / Completed Operations and Personal/Advertising Injury.
2. Coverage shall include the following endorsements and coverage:
 - A. Fellow Employee Liability.
 - B. Terrorism.
 - C. Aggregate Limits per location (optional).
 - D. Defense Cost in addition to limits of coverage.
 - E. Mental Anguish.
 - F. Extended Bodily Injury.
 - G. Host Liquor Liability.
 - H. Contractual liability.
 - I. Incidental Medical Malpractice.
 - J. Broad Form Property Damage.
 - K. XCU Exclusions removed.
 - L. Owned Watercraft up to 25 HP.
 - M. Sewer Back Up.
 - N. Rented Watercraft.
 - O. Pesticide & Herbicide Applicator.

COMMERCIAL GENERAL LIABILITY

3. Policy language shall include, or be modified to include a broad definition of who is an insured, including all elected and appointed officials, boards, committees, employees and volunteer workers as additional insured's while acting on behalf of the named insured and within the scope of their duties.
4. Include Blanket Additional Interest Endorsement as follows:
"It is agreed that all persons or entities for whom the insured has agreed to provide insurance in accordance with the terms and provisions of a lease of premises or other written agreements or contracts shall be covered as an additional insured."
5. The policy shall include or be modified to include, express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage provided, that such failure or omission is not intentional.
6. Notice of Occurrence- all policies shall contain a Notice of Occurrence Clause as follows: "It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee."

SCHEDULE OF LIABILITY HAZARDS

Commercial General Liability premium basis includes, but not limited to the following:

<u>Class Code</u>	<u>Description</u>	<u>Premium Basis</u>
44106	Governmental Subdivision Over 250,000 population	Expenditures (see budget)*
48727	Streets, Roads, Highways Existence Hazard	Miles 125.30
	Employee Benefits	# Employees 1,368
	Elevator Inspection	# Elevators 11
	Keystone Job Corp Buildings LRO	Included

*Complete approved 2017 budget information available on the County of Luzerne website.
www.luzernecounty.org. "Search" (Budget)

AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

1. Automobile Liability Coverage is to be provided on a form equivalent to a standard bureau Business Automobile Liability form with a \$1,000,000 combined single limit for bodily injury and property damage. Basic coverage to include:
 - All vehicles owned or leased at inception date, plus provisions for automatic liability coverage for newly acquired vehicles.
 - Hired, Non-Owned and Employers Non-Ownership Liability Coverage – Symbol “1” Any Auto, should be utilized.
 - Defense costs supplementing (in addition) to limits of liability.
 - Statutory Basic First Party Benefits as required by Pennsylvania.
 - *** Uninsured Motorists Coverage of \$35,000 and Underinsured Motorist Coverage of \$35,000. Non-Stacked Limits.
2. **Physical damage coverage to be provided on all units 2013 or newer with symbols 2 and 8. Comprehensive \$1000 deductible/Collision \$1000 deductible.
3. Automobile Contractual Liability Endorsement.
4. Hired car physical damage coverage- \$100,000 limit per vehicle, “if any” basis subject to audit. Comprehensive deductible \$1,000, collision deductible \$1,000.
5. Composite rated policies preferred.
6. Additional interests and loss payees as required.
7. Fellow Employee Liability Coverage.
8. Pollution Liability Endorsement (CA9948).
9. Multi-deductible waiver.
10. Employee as insured.

AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

11. Autos rented by employees- coverage to be included when an employee hires, rents, leases or borrows an auto, in that employee's name, with permission from and while performing duties on behalf of County of Luzerne.
12. Social Service Agency - volunteers As Protected Persons Endorsement.
13. Commandeered Auto Coverage.
14. Sound Receiving Equipment Coverage – Fire, Police, and Emergency Vehicles.

Schedule of vehicles and drivers available via email from Brown and Brown

EXCESS LIABILITY / UMBRELLA LIABILITY
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Occurrence Form Only:

1. Excess Liability or Umbrella Liability must be “follow form” with policy provision that coverage is “at least as broad” as **underlying**, Commercial General Liability, Employee Benefits Liability and Business Automobile Liability.
2. Policy wording providing that payment will be made “on behalf of the insured” is preferred over “to indemnify the insured”.
3. ** Limits: \$ 5,000,000 each occurrence / \$ 5,000,000 annual aggregate **
4. Defense costs are to be “in addition” to the policy limits.
5. Self-Insured Retention: \$10,000 each occurrence
6. Terrorism Coverage to be included
7. The policy shall include or be modified to include, express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage, provided that such failure or omission is not intentional.

FINE ARTS

<u>ITEM</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>
Unscheduled Fine Arts	\$1,000,000	\$ 1,000

Coverage is on an Agreed Value Basis, Special Cause of Loss Form, no Co-insurance Clause. Breakage Coverage included.

Coverage to apply to any item in transit or temporarily off premises.

Inland marine schedule available via email from Brown and Brown

EQUIPMENT FLOATER

Owned Equipment Limit	\$1,185,818
Miscellaneous mobile property-unscheduled	\$ 397,612
New Holland Tractor w/ 12' sweeper	\$ 108,500
Boats & Generators	\$ 121,124
Miscellaneous mobile phones-unscheduled	\$ 35,925
Leased, rented or borrowed contractors equipment	\$ 300,000
Newly acquired equipment	\$ 250,000

Coverage to be written on a Special Cause of Loss Form (including flood), Replacement Cost basis, no Co-insurance, and \$1,000 per occurrence deductible.

Inland Marine schedule available via email from Brown and Brown

COMPUTER EQUIPMENT

Special policy form, including flood, arching, short circuiting, blow-out, etc.:

EDP Hardware	\$ 4,468,468
Laptop computers	\$ 30,000
High speed scanners (3)	\$ 250,000
850 Voting Machines/ADA Equip	\$ 4,000,000
25 Computers/Vote Tab Equip	\$ 350,000
EDP Hardware (C&Y)	\$ 68,000
20 Laptop Computers (C&Y)	\$ 20,000
EDP System/Hardware/Software	\$ 214,121
Newly acquired equipment	\$ 500,000
Extra expense	\$ 500,000
Deductible	\$ 2,500
Breakdown deductible applies	\$ 2,500

Coverage to be written on a Special Cause of Loss Form, Agreed Amount Basis with Replacement Cost.

Coverage to be Blanketed over all covered locations.

Inland marine schedule available via email from Brown and Brown

RADIO TOWERS AND EQUIPMENT

911 Radio tower and related transmission equipment	\$ 2,364,000
TV and radio equipment	\$ 24,600

Coverage to be provided on a Special Cause of Loss Form (including flood), Replacement Cost Basis, Agreed Amount, subject to a \$1,000 deductible.

Inland marine schedule available via email from Brown and Brown

PUBLIC OFFICIALS / EMPLOYMENT PRACTICES / NETWORK SECURITY & PRIVACY LIABILITY

Claims Made Form Only

*** Each Wrongful Act	\$2,000,000
Aggregate Per Annual Policy Period	\$2,000,000

Deductible Each Wrongful Act <u>Other than</u> Employment Practices Wrongful Act Including loss adjustment expense	\$ 100,000
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Deductible Each Employment Practices Wrongful Act Including loss adjustment expense	\$ 100,000
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Deductible Network Security & Privacy Liability Including loss adjustment expense	\$ 10,000
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Zoning Claims by Religious Organizations Deductible \$100,000

Crisis Management	\$ 25,000
Crisis Management Deductible	\$ 0

Retro Active Date (Public Officials & Employment Practices) – None (Full Prior Acts)

Retro Active Date (Network Security & Privacy Liability) - 12/31/2009

Policy language shall include or be modified to include the definition of “Insured” as follows:

- The public entity –County of Luzerne
- All person who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of County of Luzerne
- Commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of County of Luzerne and within an apportionment of the total operating budget contained in this Request for Proposal
- Joint Ventures are included as insureds: Luzerne-Wyoming Counties Mental Health/Development Services Program, Area Agency on Aging for Luzerne/Wyoming Counties and Luzerne-Wyoming Counties Drug and Alcohol Program
- Volunteers acting for or on behalf of, and at the request and under the direction of County of Luzerne
- Officials and employees of County of Luzerne appointed at the request of County of Luzerne to serve with an outside tax exempt entity

**PUBLIC OFFICIALS / EMPLOYMENT PRACTICES / NETWORK SECURITY &
PRIVACY LIABILITY**

- Office of the Luzerne County Solicitor while acting for or on behalf of County of Luzerne solely within the scope of services contemplated by County of Luzerne

Coverage shall include or be modified to include the following boarding endorsements, extensions and/or coverages:

- Non-Monetary Suit Defense-Indemnity Coverage - \$100,000
- Loss of Front and Back Wages - Included
- Breach of Contract Defense Coverage - \$250,000
- Inverse Condemnation, Adverse Possession or Dedication by Adverse Use Defense Coverage - \$250,000
- Zoning Exclusion Carve back with \$1,000,000 Defense
- Punitive or Exemplary Damages if permitted by law
- Defense Cost in addition to limit of coverage
- 60 Day Automatic Discovery Clause
- Optional Discovery Period – 12 month period
- Policy territory applies to Wrongful Acts committed anywhere in the world provided Claim is made in the United States of America, its territories or possessions, or Canada
- Coverage for EEOC Hearings
- Coverage for Third Party Claims arising from Employment Wrongful Acts
- Choice of Counsel Endorsement
- Cancelling policy midterm is prohibited except for County of Luzerne's failure if to pay a premium or County of Luzerne has requested cancellation
- The policy shall include or be modified to include language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exists at the inception date of coverage provided that such failure or omission is not intentional.
- Consent to Settle Endorsement with 50/50 Soft Hammer Clause

Optional Quote: \$75,000 Deductibles

**Public Officials / Employment Practices / Network Privacy Sample Application available
Via email from Brown and Brown**

2016 CPA audited financial statement available via email from Brown and Brown

Personnel Policies and Procedures Manual (www.luzernecounty.org. "Search" Employee Benefits)

LAW ENFORCEMENT LIABILITY

Occurrence Based Form Only:

General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000
Deductible (each claim, including claims expense)	\$50,000

1. Coverage is to pay on behalf of the insured(s) all damages resulting from a **wrongful act(s)** which arise out of the law enforcement activities.
2. Policy language shall include or be modified to include the following :
 - A. Defense cost **in addition** to limits of coverage
 - B. Pay premium on appeal bonds required in any suit defended by the company
 - C. Pay premium on bonds to release attachments in any such suit defended by the company
 - D. Reasonable expense incurred by the insured(s) at the company's request for assisting the company in the investigation or defense of any claim or suit, including his or her attendance at hearings or trials
 - E. Expense incurred by an insured(s) for first aid to others at the time of accident for bodily injury to which the policy applies
 - F. Policy language shall include or be modified to include the definition of "**Insured**" as follows:
 - The public entity – County of Luzerne
 - All full time or part-time employees
 - All auxiliary or volunteer law enforcement offices
 - Public entity of which the law enforcement agency is a part
 - Elected and Appointed Officials for their law enforcement related acts
 - G. **Wrongful Act** to include but not limited to an actual or alleged act, error or omission, negligent act, neglect or breach of duty by an insured(s) while conducting law enforcement activities, which result in personal injury or bodily injury or **property damage** caused by an occurrence
 - H. **Property Damage** to include physical injury or destruction of tangible property, including loss of use or loss of use of tangible property which has not been physically injured or destroyed
 - I. Consent to Settle clause
 - J. Premises Liability for prison included
3. 25% Minimum Earned Premium applies
4. Certified Acts of Terrorism **included**

5. Notice of Occurrence - All policies shall contain or be modified to contain a Notice of Occurrence Clause as follows: “It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee.”
6. The policy should have express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exists at the inception date of coverage provided that such failure or omission is not intentional.

Law enforcement professional application available via email from Brown and Brown

LUZERNE COUNTY EMERGENCY DISPATCHERS LIABILITY

Occurrence Based Form Only

Each Emergency Dispatchers Wrongful Act	\$3,000,000
Aggregate Per Annual Policy Period	\$3,000,000
Deductible Each Wrongful Act	\$50,000

1. Coverage to pay on behalf of the insured all loss resulting from emergency dispatchers wrongful act(s) which arise out of emergency dispatching services or which arise from premises occupied by the named insured for the purpose of conducting such emergency dispatching service(s)

2. Policy language shall include or be modified to include the following::
 - A. Defense cost **in addition** to limits of coverage
 - B. Pay premium on appeal bonds required in any suit defended by the company
 - C. Pay premium on bonds to release attachments in any such suit defended by the company
 - D. Reasonable expense incurred by the insured(s) at the company's request for assisting the company in the investigation or defense of any claim or suit, including his or her attendance at hearings or trials
 - E. Policy language shall include or be modified to include the definition of "**Insured**" as follows:
 - The public entity – County of Luzerne
 - All full time or part-time employees
 - All persons performing volunteer services for you other than services as an emergency dispatcher
 - The estates, heirs, legal representatives or assigns of deceased person who were insured's at the time of an emergency dispatcher's wrongful act(s)
 - The governing board including each of its members
 - F. **Emergency Dispatcher's Wrongful Act** to include but not limited to an actual or alleged act, error or omission, negligent act, neglect or breach of duty by an insured(s) committed within the scope of such duties for the emergency dispatching service which:

Result in personal injury or bodily injury or property damage or any other loss; or

Arises out of the preparation or approval of maps, plans, opinions, reports, designs or specifications which are necessary or incidental to the operation of an emergency dispatching service; or

Arises out of a purchasing or maintenance agreement involving equipment which is necessary or incidental to the operation of an emergency dispatching service

G. Emergency Dispatching Service to mean:

An entity that answers and directs telephone calls and messages; and/or

An entity that provides emergency instructions; and/or

An entity that provides advice to other entities that engages in activities that are described above

H. Consent to Settle clause

3. Certified Acts of Terrorism included

4. Notice of Occurrence - All policies shall contain or be modified to contain a Notice of Occurrence Clause as follows: "It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee."
5. The policy should have express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage provided that such failure or omission is not intentional.

Emergency Dispatchers Liability application available via email from Brown and Brown.

PUBLIC DEFENDER/ LAWYERS PROFESSIONAL LIABILITY
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SPECIFIC COVERAGE TO INCLUDE

Professional Liability Coverage	\$1,000,000 each claim \$1,000,000 aggregate \$10,000 deductible each claim
Punitive Damages Coverage	\$50,000 each claim \$50,000 aggregate \$1,000 deductible each claim
Personal Injury Liability Coverage	\$300,000 each claim \$300,000 aggregate \$10,000 deductible each claim
Disciplinary Proceedings Cost Coverage	\$10,000 each claim \$500 deductible each claim
Criminal Defense Coverage	\$50,000 each claim \$50,000 aggregate \$500 deductible each claim
Contempt Defense Coverage	\$10,000 each claim \$100 deductible each claim

Claims Made Coverage Form.
Defense Costs in addition to liability limits preferred.
Retroactive Date: February 1, 2003 all coverage lines.

Public Defenders Liability application available via email from Brown and Brown

KEYSTONE JOB CORPS -Commercial Property Coverage

Property Coverage should be on an Agreed Amount Replacement Cost Basis (no coinsurance). Coverage must be extremely broad and designed to cover the exposures relating to educational facilities. **Terrorism coverage is required.** Blanket limit will apply.

Blanket 1: Real Property \$ 90,382,131

All Real Property Located at:
Foothills Drive
Drums, PA 18222

A \$5,000 deductible will apply to blanket.

County of Luzerne included as Named Insured.

Statement of Values attached.

Additional Coverage:

	Included
Ordinance or Law Coverage	
Loss to Undamaged Portion	\$ 1,000,000
Demolition Cost –	\$ 500,000
Increased Cost	\$ 500,000
Newly Acquired Property	
Building	\$2,000,000
Personal Property	\$1,000,000
Outdoor Property	\$ 100,000
Sewer Backup	\$ 50,000
Fire Dept Service Charge	\$ 25,000
Outdoor Fences and Signs	\$ 100,000
Flood Excess of NFIP	\$1,000,000
Earthquake	\$1,000,000

KEYSTONE JOB CORPS - Equipment Breakdown Coverage
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Coverage is provided for both direct and indirect loss from the sudden and accidental breakdown of property.

Coverage includes protection for boilers, fired and unfired vessels, refrigeration and air conditioning equipment, piping and any necessary equipment, mechanical or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power.

Property limit \$ 90,382,131

A \$5,000 deductible except as noted will apply **

Coverage shall include the following endorsements and coverage

Extra Expense	\$ 100,000 (24 hour deductible)
Expediting Expenses	\$ 250,000
Hazardous Substances	\$ 250,000
Utility / Service Interruption	\$ 100,000 (24 hour deductible)
Fungus Clean-up and/or Removal	\$ 25,000
Ammonia Contamination	\$ 100,000
Drying out of electrical equipment due cause of loss by Flood	
Terrorism coverage is required	

CHILDREN & YOUTH - Commercial General Liability
--

Occurrence Form Only:

General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$1,000,000
Medical Expense	\$15,000
Employee Benefits (3/15/2007 – Retro Date)	\$1,000,000
Hired/Non-Owned Auto Liability	\$1,000,000
Deductible (bodily injury and property damage)	\$0

COVERAGES TO BE INCLUDED FOR THE 1/1/18 TERM:

1. Add \$1,000,000 Excess coverage over General Liability, Hired Non Owned Automobile Liability and Professional Liability/Abuse & Molestation.

Coverage is to include all premises, operations, independent contractors, products / completed operations and personal/advertising injury.

Policy language shall include or be modified to include the following:

- A. Fellow employee liability.
- B. Terrorism.
- C. Aggregate limits per location.
- D. Defense cost in addition to limits of coverage.
- E. Mental anguish.
- F. Extended bodily injury.
- H. Host liquor liability.
- P. Contractual liability.
- Q. Incidental medical malpractice.
- R. Broad form property damage.
- S. Employees as Insureds – CA9933
- T. Policy language shall include or be modified to include the definition of “Insured” as follows:
 - The public entity – Luzerne County Children and Youth Services.
 - All past and present executive officers, directors, partners and managers.
 - All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services.
 - All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services.

- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Luzerne County Children and Youth Services.
 - Foster Parents while acting within the scope of their duties as foster parents on behalf of Luzerne County Children and Youth Services.
 - Include County of Luzerne as Additional Insured
3. Notice of Occurrence - All policies shall contain a Notice of Occurrence Clause as follows:
“It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee.”
 4. The policy should have express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage provided that such failure or omission is not intentional.

SCHEDULE OF LIABILITY HAZARDS

Commercial General Liability premium basis includes but is not limited to, the following:

<u>Class Code</u>	<u>Description</u>	<u>Premium Basis</u>
61227	Building or Premises-Office Not For Profit	Area (Loc 1) 21,512 Sq Ft
61227	Building or Premises-Office Not For Profit	Area (Loc 2) 5,000 Sq Ft
61227	Building or Premises-Office Not For Profit	Area (Loc 3) 6,000 Sq Ft
	Employee Benefits	# Employees 194

Location Schedule

Location 1	111 North Pennsylvania Avenue Wilkes Barre, PA 18705
Location 2	93-95 State Street Wilkes Barre, PA 18701
Location 3	Markle Building 8 West Broad Street Hazleton, PA 18201

CHILDREN & YOUTH - Professional Liability
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Claims Made Form Only

Each Professional Incident	\$1,000,000
Aggregate Per Annual Policy Period	\$3,000,000

Deductible Each Professional Incident	\$10,000
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Retro Active Date – 3/15/2007

Policy language shall include or be modified to include the definition of “Insured” as follows:

- The public entity – Luzerne County Children and Youth Services.
- All past and present executive officers, directors, partners and managers.
- All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services.
- All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services.
- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Luzerne County Children and Youth Services.
- Foster Parents while acting within the scope of their duties as foster parents on behalf of Luzerne County Children and Youth Services.

Coverage shall include the following boarding endorsements, extensions and/or coverage:

- Punitive or Exemplary damages where permitted by law.
- Defense cost **in addition** to limit of coverage.
- 60 Day Automatic Discovery Clause.
- Optional Discovery Period – 12 month period.

CHILDREN & YOUTH - Abuse/Molestation Coverage
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Claims Made Form Only

Each Act of Abuse or Molestation	\$1,000,000
Aggregate Per Annual Policy Period	\$1,000,000
Deductible Each Act	\$10,000

Retro Active Date – 3/15/2007

Policy language shall include or be modified to include the definition of “Insured” as follows:

- The public entity – Luzerne County Children and Youth Services
- All past and present executive officers, directors, partners and managers
- All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services
- All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne County Children and Youth Services
- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of business for Luzerne County Children and Youth Services
- All past or present appointed or elected officials while performing duties related to the conduct of business for Luzerne County Children and Youth Services
- Foster Parents while acting within the scope of their duties as foster parents on behalf of Luzerne County Children and Youth Services

Coverage shall include or be modified to include the following boarding endorsements, extensions and/or coverage:

- Coverage to include Abuse, Sexual Abuse or Molestation
- Punitive or Exemplary Damages where permitted by law
- Defense cost **in addition** to limit of coverage
- 60 Day Automatic Discovery Clause
- Optional Discovery Period – 12 month period

Supplemental applications available via email from Brown and Brown

CHILDREN & YOUTH - EXCESS LIABILITY / UMBRELLA LIABILITY - OPTIONAL
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Umbrella Limit	\$1,000,000 Limit
Self- Insured Retention	\$0

1. Excess Liability or Umbrella Liability must be “follow form” with policy provision that coverage is “at least as broad” as underlying, Commercial General Liability, Employee Benefits Liability, Professional Liability, Hired & Non-owned Automobile and Abuse/Molestation Liability.
2. Policy wording providing that payment will be made “on behalf of the insured” is preferred over “to indemnify the insured”.
3. Limits: \$ 1,000,000 each occurrence / \$1,000,000 General Aggregate /\$1,000,000 Products/Completed Operations Aggregate
4. Defense costs are to be “in addition” to the policy limits.
5. Self-Insured Retention: \$0 each occurrence
6. Terrorism Coverage to be included

MH / DS - Commercial General Liability

Claims Made Form :

General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$1,000,000
Medical Expense	\$20,000
Employee Benefits (9/26/1987 – Retro Date)	\$1,000,000
Hired/Non-Owned Auto Liability	\$1,000,000

Coverage is to include all premises, operations, independent contractors, products / completed operations and personal/advertising injury.

Policy language shall **include or be modified** to include, the following:

- A. Fellow employee liability.
- B. Terrorism.
- C. Aggregate limits per location.
- D. Defense cost in addition to limits of coverage.
- E. Mental anguish.
- F. Extended bodily injury.
- I. Host liquor liability.
- U. Contractual liability.
- V. Incidental medical malpractice.
- W. Broad form property damage.
- X. Employees as Insureds – CA9933
- Y. Policy language shall **include or be modified** to include the definition of “Insured” as follows:
 - The public entity – Luzerne / Wyoming Counties Mental Health / Developmental Services
 - All past and present executive officers, directors, partners and managers
 - All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
 - All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
 - All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Luzerne / Wyoming Counties Mental Health / Developmental Services

Z. Notice of Occurrence - All policies shall contain a Notice of Occurrence Clause as follows: "It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee."

AA. The policy should have express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage provided that such failure or omission is not intentional.

SCHEDULE OF LIABILITY HAZARDS

Commercial General Liability premium basis includes but is not limited to the following:

<u>Class Code</u>	<u>Description</u>	<u>Premium Basis</u>
47367	Sales/Service Organization	Payrolls \$2,500,000
44440	Health Care Facilities – Clinics, etc Not-For Profit	Area 21,512 Sq Ft
61227	Building or Premises-Office Not For Profit	Area 10,000 Sq Ft
	Employee Benefits	# Employees 78

MH / DS - Professional Liability

Claims Made Form Only

Each Professional Incident	\$1,000,000
Aggregate Per Annual Policy Period	\$3,000,000

Retro Active Date – 9/26/1987

Policy language shall **include or be modified to include** the definition of “Insured” as follows:

- The public entity – Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present executive officers, directors, partners and managers
- All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Luzerne / Wyoming Counties Mental Health / Developmental Services

Coverage shall include the following boarding endorsements, extensions and/or coverages:

- Punitive or Exemplary damages were permitted by law
- Defense cost **in addition** to limit of coverage
- 60 Day Automatic Discovery Clause
- Optional Discovery Period – 12 month period

MH / DS – Abuse and Molestation Coverage

Claims Made Form Only

Each Act of Abuse or Molestation	\$1,000,000
Aggregate Per Annual Policy Period	\$3,000,000

Retro Active Date – 9/26/1987

Policy language shall **include or be modified to include** the definition of “Insured” as follows:

- The public entity – Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present executive officers, directors, partners and managers
- All past and present employees acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present volunteers acting for or on behalf of, and at the request and under the direction of Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of business for Luzerne / Wyoming Counties Mental Health / Developmental Services
- All past or present appointed or elected officials while performing duties related to the conduct of business for Luzerne / Wyoming Counties Mental Health / Developmental Services

Coverage shall include or be modified to include the following boarding endorsements, extensions and/or coverages:

- Coverage to include Abuse, Sexual Abuse or Molestation
- Punitive or Exemplary damages were permitted by law
- Defense cost **in addition** to limit of coverage
- 60 Day Automatic Discovery Clause
- Optional Discovery Period – 12 month period

Supplemental applications available via email from Brown and Brown

MH/DS - EXCESS LIABILITY / UMBRELLA LIABILITY
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Umbrella Limit	\$1,000,000 Limit
Self- Insured Retention	\$10,000

7. Excess Liability or Umbrella Liability must be “follow form” with policy provision that coverage is “at least as broad” as underlying, Commercial General Liability, Employee Benefits Liability, Professional Liability, Hired & Non-Owned Automobile Liability and Abuse/Molestation Liability.
8. Policy wording providing that payment will be made “on behalf of the insured” is preferred over “to indemnify the insured”.
9. Limits: \$ 1,000,000 each occurrence / \$1,000,000 General Aggregate /\$1,000,000 Products/Completed Operations Aggregate
10. Defense costs are to be “in addition” to the policy limits.
11. Self-Insured Retention: \$10,000 each occurrence
12. Terrorism Coverage to be included

AREA AGENCY ON AGING- COMMERCIAL GENERAL LIABILITY

General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$1,000,000
Medical Expense	\$20,000
Hired/Non-Owned Auto Liability	\$1,000,000
Employee Benefit Liability	\$1,000,000

Coverage is to include all premises, operations, independent contractors, products / completed operations and personal/advertising injury.

Policy language shall include or be modified to include, the following:

- A. Fellow employee liability.
- B. Terrorism.
- C. Aggregate limits per location.
- D. Defense cost in addition to limits of coverage.
- E. Mental anguish.
- F. Extended bodily injury.
- J. Host liquor liability.
- BB. Contractual liability.
- CC. Incidental medical malpractice.
- DD. Broad form property damage.
- EE. Employees as Insureds – CA9933
- FF. Policy language shall include or be modified to include the definition of “Insured” as follows:
 - The public entity – Area Agency on Aging for Luzerne/Wyoming Counties
 - All past and present executive officers, directors, partners and managers
 - All past and present employees acting for or on behalf of, and at the request and under the direction of Area Agency on Aging for Luzerne/Wyoming Counties.
 - All past and present volunteers acting for or on behalf of, and at the request and under the direction of Area Agency on Aging for Luzerne/Wyoming Counties.
 - All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Area Agency on Aging for Luzerne/Wyoming Counties.

Notice of Occurrence - All policies shall contain a Notice of Occurrence Clause as follows:
“It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of County of Luzerne shall have received such notice from its agent, servant or employee.”

The policy should have express language to the effect that the insurance will not be invalidated by failure of County of Luzerne to disclose all potential hazards which exist at the inception date of coverage provided that such failure or omission is not intentional.

AREA AGENCY ON AGING- PROFESSIONAL LIABILITY COVERAGE

Claims Made Form Only:

Each Claim Limit	\$ 1,000,000
Aggregate Limit	\$ 3,000,000
Sexual Misconduct-Each Claim Limit	\$ 1,000,000
Sexual Misconduct-Aggregate Limit	\$ 3,000,000

Retroactive Date 4/27/1987

Policy to pay those sums that the insured becomes legally obligated to pay as damages because of injury as a result of a wrongful act.

Policy language shall include or be modified to include the definition of “Insured” as follows:

- The public entity – Area Agency on Aging for Luzerne/Wyoming Counties.
- All past and present executive officers, directors, partners and managers
- All past and present employees acting for or on behalf of, and at the request and under the direction of Area Agency on Aging for Luzerne/Wyoming Counties
- All past and present volunteers acting for or on behalf of, and at the request and under the direction of Area Agency on Aging for Luzerne/Wyoming Counties
- All past and present funding sources with respect to their liability as a funding source or while performing authorized duties related to the conduct of Area Agency on Aging for Luzerne/Wyoming Counties
- Physicians, whether salaried or contracted, with respect to claims arising from the rendering or failure to render professional services for the Area Agency on Aging for Luzerne/Wyoming Counties. Coverage for physicians is excess over any other valid and collectible insurance.

Coverage shall include the following boarding endorsements, extensions and/or coverage:

- Punitive or Exemplary damages where permitted by law
- Defense cost **in addition** to limit of coverage
- 60 Day Automatic Discovery Clause
- Optional Discovery Period – 12 month period

Supplemental applications available via email from Brown and Brown

AREA AGENCY ON AGING- EXCESS LIABILITY / UMBRELLA LIABILITY

**\$1,000,000 Limit
\$10,000 Self-Insured Retention**

1. Excess Liability or Umbrella Liability must be “follow form” with policy provision that coverage is “at least as broad” as underlying, Commercial General Liability, Employee Benefit Liability, Professional Liability, Hired & Non-Owned Automobile Liability and Abuse/Molestation Liability.
2. Policy wording providing that payment will be made “on behalf of the insured” is preferred over “to indemnify the insured”.
3. Limits: \$ 1,000,000 each occurrence / \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
4. Defense costs are to be “in addition” to the policy limits.
5. Self-Insured Retention: \$10,000 each occurrence
6. Terrorism Coverage to be included

FIDUCIARY LIABILITY

Policy limit Each Claim/Aggregate	\$5,000,000
Retention	\$2,500 each claim

Retroactive Date: 8/26/05

“Pay on behalf” wording in insuring agreement.

Fiduciary Act to include:

Breach by any insured of the responsibilities, obligations or duties imposed upon fiduciaries of any benefit plan by ERISA.

Negligent act error or omission by an insured solely in the administration of any benefit plans.

Covered benefit plans to include but not limited to:

Welfare Benefit Plans

Pension Benefit Plans

Government Mandated Programs

SECTION III Firm Qualifications and Experience:
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A. General Information

1. The carrier should state the size of the carrier and location of the office from which the entity conducts business.
2. The proposal should also discuss how long the carrier has been in the business, along with qualifications and experience.
3. The proposal should also include organizations which you insure and three references from those organizations.
4. The quality of the carriers professional personnel to be assigned to the engagement and the quality of the carriers support personnel to be available for consultation.

B. Prerogatives:

County of Luzerne reserves the following prerogatives:

- To reject any or all proposals
- To terminate the contract following 30 days written notification to the agency/carrier

C. Ownership:

All proposals and reports become the property of County of Luzerne upon submission, for use as deemed appropriate.

D. Confidentiality:

All proposals, for the purpose of the quotation, will be kept in strict confidence by the County of Luzerne. The invitees and subsequently selected company/broker may not issue news releases or other public notification regarding this project without prior approval from the County Manager, David Pedri, Esq.

SECTION IV Insured/ Carrier Information
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A. GENERAL INFORMATION

The county headquarters is located at:

County of Luzerne
200 North River Street
Wilkes-Barre, PA 18711

The Keystone Job Corps is located at:

Foothills Drive
Drums, PA 18222

Luzerne County Children & Youth Services is located at:

111 North Pennsylvania Avenue
Wilkes-Barre, PA 18701

Area Agency on Aging is located at:

111 North Pennsylvania Avenue
Wilkes-Barre, PA 18701

Luzerne/Wyoming Counties Mental Health/Developmental Services is located at:

111 North Pennsylvania Avenue
Wilkes-Barre, PA 18701

The underwriting information presented in this catalogue of specifications for insurance is based upon the latest available information. To the best of its ability, County of Luzerne has attempted to present a full and accurate picture of its operations and the exposure to loss.

This information is provided to supplement the request for insurance proposals and in no way is to be an inducement to provide coverage.

NO WARRANTY IS MADE OR IMPLIED WITH RESPECT TO THE INFORMATION SUPPLIED IN THESE SPECIFICATIONS OR ANY OTHER DATA FURNISHED BY THE COUNTY OF LUZERNE.

All carriers and underwriters presenting a proposal are expected to have fully examined these specifications and the accompanying data. All insurers may be afforded the opportunity to conduct any reasonable inspections or investigations of hazards and exposures which relate to the insurance requested.

SECTION IV Insured / Carrier Information

B. CHECKLIST FOR PROPOSAL SUBMISSION

It is difficult for any carrier to make their proposal conform to a pre-defined worksheet developed by the entity requesting the proposals. It is for this reason that the County omitted any proposal forms and in lieu thereof having listed suggested checkpoints to which you should refer before submitting a proposal for any of the requested coverage:

1. If, for any reason your proposal differs from the criteria outlined in the specifications, **YOU MUST** explain the difference and the reason for the difference thoroughly in your proposal.
2. Proposals should indicate if premiums are on a flat annual charge or subject to an audit. Indicate the rates and basis for the premium when appropriate.
3. **Sample policy forms maybe “required” for the following lines:**

Public Officials/Employment Practices & Network Privacy Liability

Law Enforcement Liability

Emergency Dispatchers Liability

Public Defenders/Lawyers Professional Liability

Children and Youth- Professional Liability/Abuse & Molestation

Mental Health/Mental Retardation- Professional Liability/Abuse & Molestation

Area Agency on Aging-Professional Liability/Abuse & Molestation

Requests on other coverage lines is at the sole discretion of the County of Luzerne

4. Any conditions, such as, subject to signed applications, favorable inspections, pending recommendations, etc. must be **clearly** stated in the proposal.
5. **FOUR COPIES** of the proposal, along with attachments, shall constitute a complete proposal

SECTION V Markets

IMPORTANT:

The broker of record on all policies is:

Brown and Brown of Lehigh Valley LP
 3001 Emrick Blvd, Suite 120
 Bethlehem, PA 18020-8036

Incumbent insurance carriers are as follows:

<u>Policy/Coverage</u>	<u>Carrier</u>
<u>Property</u>	<u>Travelers</u>
<u>Systems Breakdown</u>	<u>Travelers</u>
<u>Inland Marine</u>	<u>Travelers</u>
<u>Commercial Automobile</u>	<u>Travelers</u>
<u>General Liability EBL</u>	<u>Travelers</u>
<u>Crime</u>	<u>Hiscox</u>
<u>Umbrella</u>	<u>Travelers</u>
<u>Public Officials/EPLI /</u>	<u>Stratford Insurance</u>
<u>Net Work Security</u>	<u>Travelers</u>
<u>Law Enforcement Liab</u>	<u>QBE Specialty</u>
<u>Emergency Dispatch</u>	<u>QBE Specialty</u>
<u>Public Defenders Liab</u>	<u>Lloyds</u>
<u>Keystone Job Corps</u>	<u>Travelers</u>
<u>Children & Youth</u>	<u>American Southern Home</u>
<u>MH/DS</u>	<u>Philadelphia Ins Co</u>
<u>Area Agency on Aging</u>	<u>Philadelphia Ins Co</u>
<u>Fiduciary Liability</u>	<u>Philadelphia Ins Co</u>
<u>Excess Workers Compensation</u>	<u>Safety National Casualty</u>