



# Central Oklahoma Parking & Transit Authority dba EMBARC

## Streetcar Property Insurance Proposal 2022 – 2023

Presented on May 16, 2022 by:

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## Your Service Team

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## Named Insured / Additional Named Insureds

### Named Insured(s)

Central Oklahoma Parking & Transit Authority dba EMBARK

### Additional Named Insured(s)

None

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### NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

## Line of Coverage

### Streetcar Property Coverage

**INSURANCE COMPANY:**

**A.M. BEST RATING:**

**STANDARD & POOR'S RATING:**

**OKLAHOMA STATUS:**

**POLICY/COVERAGE TERM:**

**Coverage:**

**Perils Covered:**

Proposed Coverage	Proposed Coverage
Houston Casualty Company	Houston Casualty Company
A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 9, 2020	A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 9, 2021
A+ (Strong) as of September 8, 2020	A+ (Strong) as of September 24, 2021
Non-Admitted	Non-Admitted
July 1, 2021 to July 1, 2022	July 1, 2022 to July 1, 2023
Rolling Stock – IM 7330 <u>**the most recent edition date will be utilized</u>	Rolling Stock as per form IM 7330 <u>**the most recent edition date will be utilized</u>
<i>Description of Equipment - Rolling stock and ancillary equipment reported for the Street Car Operation only</i>	<i>Description of Equipment - Rolling stock and ancillary equipment reported for the Street Car Operation only</i>
Risks of direct physical loss as per form excluding: <ul style="list-style-type: none"> <li>• Civil Authority</li> <li>• Nuclear Hazard</li> <li>• War &amp; Military Action</li> <li>• Contamination or Deterioration</li> <li>• Criminal, Fraudulent, Dishonest, or Illegal Acts</li> <li>• Defects, Errors, And Omissions</li> <li>• Electrical Currents</li> <li>• Explosion, Rupture, Or Bursting</li> </ul>	Risks of direct physical loss as per form excluding: <ul style="list-style-type: none"> <li>• Civil Authority</li> <li>• Nuclear Hazard</li> <li>• War &amp; Military Action</li> <li>• Contamination or Deterioration</li> <li>• Criminal, Fraudulent, Dishonest, or Illegal Acts</li> <li>• Defects, Errors, And Omissions</li> <li>• Electrical Currents</li> <li>• Explosion, Rupture, Or Bursting</li> </ul>



## Streetcar Property Coverage - Continued

### Perils Covered - Continued:

	Proposed Coverage	Proposed Coverage
	<ul style="list-style-type: none"> <li>• Flat Wheel</li> <li>• Loss of Use and Consequential Loss</li> <li>• Mechanical Breakdown</li> <li>• Missing Property</li> <li>• Pollutants</li> <li>• Processing or Work</li> <li>• Temperature / Humidity</li> <li>• Voluntary Parting</li> <li>• Wear and Tear</li> </ul>	<ul style="list-style-type: none"> <li>• Flat Wheel</li> <li>• Loss of Use and Consequential Loss</li> <li>• Mechanical Breakdown</li> <li>• Missing Property</li> <li>• Pollutants</li> <li>• Processing or Work</li> <li>• Temperature / Humidity</li> <li>• Voluntary Parting</li> <li>• Theft from An Unattended Vehicle</li> </ul>
<b>Total Insured Value:</b>	\$ 50,667,655	\$ 50,667,655
<b>Limits:</b>		
Catastrophe Limit	\$ 10,000,000	\$ 10,000,000
Policy Limit	\$ 10,000,000 Per Occurrence	\$ 10,000,000 Per Occurrence
Railroad Rolling Stock	As per schedule on file	As per schedule on file
<b>Optional Coverages</b>		
Damage to Track and Roadbed	\$ 887,462 Annual Limit	\$ 887,462 Annual Limit
	\$ 887,462 Any One Occurrence	\$ 887,462 Any One Occurrence
Flood / Earthquake	\$ 2,500,000 Annual Aggregate	\$ 2,500,000 Annual Aggregate
	\$ 2,500,000 Per Occurrence	\$ 2,500,000 Per Occurrence
<b>Sub-Limits:</b>		
Additional Debris Removal	\$ 5,000	\$ 5,000
Emergency Removal	365 Days	365 Days
Expense to Clear Lines	\$ 25,000	\$ 25,000
Fire Department Service Charges	\$ 25,000	\$ 25,000

## Streetcar Property Coverage - Continued

### Sub-Limits - Continued:

Pollutant Cleanup and Removal  
 Recharge of Fire Extinguishing  
 Equipment  
 Re-rail Expense  
  
 Valuable Papers

Proposed Coverage	
\$	25,000
\$	50,000
\$	25,000 Each Occurrence
\$	50,000 Any 12 Month Period
\$	50,000

Proposed Coverage	
\$	25,000
\$	50,000
\$	25,000 Each Occurrence
\$	50,000 Any 12 Month Period
\$	50,000

### Deductible:

All Perils  
 Collision or Derailment  
 Flood  
 Earthquake  
 Windstorm/Hail

\$	100,000 Per Occurrence
\$	250,000
\$	250,000
\$	250,000
\$	250,000

\$	100,000 Per Occurrence
\$	250,000
\$	250,000
\$	250,000
\$	250,000

### Coinsurance:

80%

80%

### Valuation:

Replacement Cost

Replacement Cost

### Exclusions:

(including but not limited to)

- Contraband -- Insurer do not cover contraband or property in the course of illegal transportation or trade.
- Lease or Rent to Others -- Insurer do not cover property that insured lease or rent to others.
- Loan to Others -- Insurer do not cover property that insured loan to others.
- Money and Securities -- Insurer do not cover accounts, bills, currency, food stamps, or other

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- Lease or Rent to Others -- Insurer do not cover property that insured lease or rent to others.
- Loan to Others -- Insurer do not cover property that insured loan to others.
- Money and Securities -- Insurer do not cover accounts, bills, currency, food stamps, or other



## Streetcar Property Coverage - Continued

### Exclusions - Continued:

(including but not limited to)

### Endorsements:

(including but not limited to)

Proposed Coverage	Proposed Coverage
<p>evidences of debt, lottery tickets not held for sale, money, notes, or securities.</p> <ul style="list-style-type: none"> <li>Property in Rolling Stock -- Insurer do not cover property that is contained in or placed upon rolling stock.</li> <li>Sold Property -- Insurer do not cover property that has been sold and delivered to customers including, but not limited to, property sold under a deferred payment sales agreement.</li> <li>Vehicles -- Insurer do not cover automobiles or any self-propelled vehicles that are designed for highway use.</li> <li>Waterborne Property -- Insurer do not cover property while waterborne.</li> </ul>	<p>evidences of debt, lottery tickets not held for sale, money, notes, or securities.</p> <ul style="list-style-type: none"> <li>Property in Rolling Stock -- Insurer do not cover property that is contained in or placed upon rolling stock.</li> <li>Sold Property -- Insurer do not cover property that has been sold and delivered to customers including, but not limited to, property sold under a deferred payment sales agreement.</li> <li>Vehicles -- Insurer do not cover automobiles or any self-propelled vehicles that are designed for highway use.</li> <li>Waterborne Property -- Insurer do not cover property while waterborne.</li> </ul>
<ul style="list-style-type: none"> <li>Change Endorsement</li> <li>Schedule of Endorsements</li> <li>Earthquake &amp; Flood Schedule</li> <li>Schedule of Coverage --Rolling Stock Coverage</li> <li>Rolling Stock Coverage</li> <li>Earthquake and Flood Limitation Endorsement</li> <li>Replacement Cost Endorsement</li> <li>Policyholder Disclosure Notice of Terrorism Insurance Coverage</li> <li>Premium Endorsement</li> <li>U.S. Economic and Trade Sanctions Clause</li> <li>Claim Reporting Procedures</li> </ul>	<ul style="list-style-type: none"> <li>Special Property Endorsement (extending coverage)</li> <li>Policyholder disclosure Notice of Terrorism Insurance Coverage</li> <li>Station Stops; Concrete Platform / Shelter / TVM / Amenities</li> <li>Sub stations and Transmission lines</li> </ul>

## Streetcar Property Coverage - Continued

### Endorsements - Continued:

(including but not limited to)

Proposed Coverage	Proposed Coverage
<ul style="list-style-type: none"> <li>• Certified Terrorism Loss</li> <li>• Virus or Bacteria Exclusion</li> <li>• Amendatory Endorsement – Oklahoma</li> <li>• Oklahoma notice</li> <li>• Common policy conditions</li> <li>• Communicable Disease</li> </ul>	
<b>Total Cost Including TRIA:</b> \$ 196,059.00 Premium \$ 19,606.00 TRIA Premium \$ 12,939.90 OK Surplus Lines Taxes (6%) <b>\$ 228,604.90 Total Cost</b>	\$ 226,140.00 Policy Premium \$ 22,614.00 TRIA Premium \$ 14,925.24 OK Surplus Lines Taxes (6%) <b>\$ 263,679.24 Total Cost</b>
<b>Total Cost Excluding TRIA:</b> Not Applicable	\$ 226,140.00 Policy Premium \$ 13,568.40 OK Surplus Lines Taxes (6%) <b>\$ 239,708.40 Total Cost</b>
<b>Minimum Earned Premium:</b> 25%	25%
<b>Policy Auditable:</b> Yes	Yes
<b>Quote Valid Until:</b> No Longer Applicable	July 1, 2022
<b>Binding Conditions:</b> No Longer Applicable	<ul style="list-style-type: none"> <li>• A written request to bind coverage</li> <li>• All Surplus Lines Taxes/Fees are Fully Earned</li> <li>• Subject to the insured complying with the following items within 30 days of binding:               <ul style="list-style-type: none"> <li>○ Confirm of no losses after quote but prior to binding</li> </ul> </li> </ul>



## Streetcar Property Coverage - Continued

### Binding Conditions - Continued:

Proposed Coverage	Proposed Coverage
	<ul style="list-style-type: none"> <li>○ Sign and send TRIA Disclosure Notice</li> <li>○ Submit Safety and Maintenance Procedures</li> <li>○ Based on Insurable values of \$50,667,655</li> </ul>

**\*Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

**See Disclaimer Page for Important Notices and Acknowledgment**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



## NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

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## Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

## Other Disclosures / Disclaimers - Continued

### NRRA:

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.



## Other Disclosures / Disclaimers - Continued

### Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.***

## Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

## Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



## Request to Bind Coverage

### Central Oklahoma Parking & Transit Authority dba EMBARK

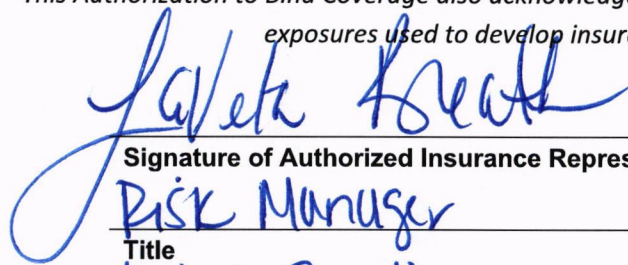
We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Streetcar Property	<input checked="" type="checkbox"/>

**Did you know that Alliant works with premium financing companies?  
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input checked="" type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

  
 Signature of Authorized Insurance Representative  
 Risk Manager  
 Title  
 Labeta Breath  
 Printed / Typed Name

6/3/22  
 Date

**This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.**

Insurance Company: Houston Casualty Company

Policy Number: TBD

Named Insured: Central Oklahoma Parking & Transit Authority dba EMBARK

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the Act), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1)(A) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

### **ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

### **Insurers should include the following in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:**


In the state of Oklahoma, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.

One of the following premiums is due:

If you accept this offer, the premium for terrorism coverage is \$ 22,614

If you reject this offer, the premium for terrorism (fire only) coverage is \$ \_\_\_\_\_

\_\_\_\_\_ I accept this offer of terrorism coverage and acknowledge that I have been notified that, under the Act, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

 \_\_\_\_\_ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that, under the Act, any fire losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.



**Insurers should include the following premium statement in a Notice prepared for policies that are not subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:**

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is:

\$ 22,614

\_\_\_\_\_ I accept this offer of terrorism coverage and acknowledge that I have been notified that, under the Act, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

☒ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that, under the Act, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government reimburses \_\_\_\_\_% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Act contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Policyholder's Signature:

Date:

Print Name

The following excerpt from the Act is provided for your information:

As defined in Section 102(1)(A) of the Act: "The term 'act of terrorism' means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States----- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."



## Electronic Delivery Option Form

Alliant Insurance Services, Inc. may be required by law to obtain consent from insureds prior to providing electronic delivery of documents, including the policy. You may change your option at any time. Please select one of the following:

☐ **ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**

I elect to receive all my documents electronically and acknowledge I may no longer receive paper copies unless I sign a new form requesting both electronic and paper copies or specifically request them.

☒ **ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY AND PAPER DELIVERY**

I elect to receive both electronic and paper copies of my insurance policy and supporting documents.

☐ **REJECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**

I reject the option to receive my insurance policy and supporting documents electronically. I will receive paper copies of such documents.

☐ **ELECTION TO WITHDRAW CONSENT OF ELECTRONIC DELIVERY**

I withdraw my previous consent of electronic delivery of my insurance policy and supporting documents. I elect to receive paper copies of such document going forward.

City of Oklahoma City

Named Insured:

Javeta Breath

Print Name of Authorized Representative

Signature of Authorized Representative

Rick Manager

Title

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