

**Public Entity Retained Limits Policy
Coverage Binder**

Date: May 23, 2023

To: Catreena Maglio, CISR
2850 Golf Road
Rolling Meadows, IL 60008
catreena_maglio@ajg.com

Re: City of Peoria, IL
419 Fulton Street
Peoria, IL 61602

We are pleased to offer our Public Entity Retained Limits Policy coverage binder for the above referenced account. This binder is based on the Company’s policy forms and endorsements and supersedes the submitted coverage specifications.

Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned below are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior quotes and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

Named Insured: City of Peoria, IL

Policy Symbol and Number: PEP G7257977A 002

1. **Type of Insurance: Public Entity Retained Limits Policy**

Coverage A	General Liability on an Occurrence Basis excess of a Retained Limit
Coverage B	Automobile Liability on an Occurrence Basis excess of a Retained Limit
Coverage C	Public Officials and Employment Practices Liability on a Claims Made Basis excess of a Retained Limit – Retroactive Date 05/22/2006
Coverage D	Miscellaneous Professional Liability on a Claims Made Basis excess of a Retained Limit – Retroactive Date - Not Covered
Coverage E	Limited Sex Abuse Liability on a Claims Made Basis Excess of a Retained Limit – Retroactive Date 05/22/2006

2. **Issuing Company:** Illinois Union Insurance Company (A non admitted company)

3. **Policy Term:** 12:01 am 06/01/2023 to 12:01 am 06/01/2024

4. **Limits of Insurance:**

Coverage	Limits of Insurance	
Coverage A	Each Occurrence Limit	\$5,000,000
	Aggregate Limit	\$5,000,000
Coverage B	Each Accident Limit	\$5,000,000
Coverage C	Each Claim Limit	\$5,000,000
	Aggregate Limit	\$5,000,000
Coverage D	Each Claim Limit	Not Covered
	Aggregate Limit	Not Covered
Coverage E	Each Claim Limit	\$1,000,000
	Aggregate Limit	\$1,000,000 Included in General Liability Aggregate Limit

5. **Retained Limit:**

Coverage	Retained Limit	
Coverage A	General Liability	\$1,000,000
Coverage B	Automobile Liability	\$1,000,000
Coverage C	Public Officials Liability	\$1,000,000
	Employment Practices Liability	\$1,000,000
Coverage D	Miscellaneous Professional Liability	Not Covered
Coverage E	Limited Sex Abuse Liability	\$1,000,000

6. **Treatment of Defense Costs (Allocated Loss Adjustment Expense):**

Coverage	Limits of Insurance	Retained Limit
Coverage A	Included Within	Included within
Coverage B	Included Within	Included within
Coverage C	In Addition To Subject to a Separate Aggregate	Included within
Coverage D	Not Covered	Included within
Coverage E	Included Within	Included within

7. **Policy Premium:** \$ 380,889 annual non-adjustable policy premium due 100% at inception.

8. **Commission:** 0%

9. **Coverage Parts and Endorsements**

Coverage Parts and Endorsements	Form #	Edition Date	Schedule
Declarations Page	PE-19611c	07/11	
Common Conditions, Definitions and Exclusions	PE-19610i	02/12	
General Liability Coverage Part	PE-19609d	07/11	
Automobile Liability Coverage Part	PE-19608a	06/06	
Boats Endorsement	PE-20859	09/06	3 owned fire and rescue boats
Public Officials & Employment Practices Liability Coverage Part	PE-19607f	09/11	
Exclusion - Data Risk and Cyber Liability	MS-345789	06/22	
Limited Sexual Abuse Coverage Part	PE-31091	04/11	\$1MOcc /\$1M Agg. \$1M SIR Retro Date: 05/22/2006
Waiver of Subrogation – Designated Person or Organization	MS-355723	11/22	
Exclusion – Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease	PE-53414	04/20	
Trade or Economic Sanctions Endorsement	ALL 21101	11/06	

Chubb Producer Compensation Practices & Policies	ALL-20887	10/06	
OFAC Policyholder Disclosure	IL P 0001	01/04	
TRIA REJECTED:			
Policyholder Disclosure-Notice of Terrorism Insurance Coverage	TRIA24	01/15	
Exclusion of Certified Acts of Terrorism	PE-23667a	01/15	

Mandatory endorsements and required forms and endorsements will be attached to the policy in addition to those listed above.

10. **Claims Handling:** Claims within the retention must be handled by a TPA acceptable to Chubb. The Claims Administrator for the Named Insured is: Sedgwick. Any change of the Claims Administrator must first be approved by Chubb.

First notice of claims to Chubb should be made to

MAIL	Chubb North American Claims P.O. Box 5122 Scranton, PA 18505-0554
EMAIL	PublicEntityClaims@chubb.com
FAX	(877) 395-0131 (Toll Free) (302) 476-7254 (Local)
PHONE	(800) 433-0385 – Business Hours (800) 523-9254 – After Hours

11. **EPL ASSIST**

As part of our coverage, the Insured will have access to EPL ASSIST. The EPL ASSIST service is an interactive loss control activity that delivers real-time access to HR and employment law information and unlimited expert legal support provided by a national law firm. This is available at no additional cost and there is no requirement you use the program. All communications with the EPL ASSIST service are strictly confidential and will not be disclosed to the insurer.

12. **Remarks**

- Loss Control Survey: In an effort to supplement the information provided in the insurance application, Chubb typically initiates a risk control survey in which a risk control consultant meets or confers with the insured either through a physical site inspection or teleconference. Chubb reserves its right to schedule such survey during the policy period. In every case, the risk control consultant will contact the broker to arrange the inspection.
- Premium payment is due in full within 30 days from the date of the invoice. Refer to payment instructions below.
- You are responsible for all Surplus Lines taxes, fees and filings.
- This binder **does not** include coverage for UM/UIM/PIP.
- **Acceptance of this binder indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.**

13. **Conditions**

- Receipt by the policy effective date stated above of a completed, signed, dated, received, reviewed and accepted Public Entity Retained Limits application with all materials requested therein. Please forward directly to the undersigned Underwriter. (If there is limited sexual abuse coverage offered, then the Sexual Abuse application must be signed, dated and returned with the retained limits application)
- Please indicate whether the insured wishes to accept/decline TRIA coverage upon binding.

- This binder **does not** include coverage for UM/UIM/PIP. If the insured is domiciled in a state which requires a Rejection form, the insured must return the UM Rejection Notice by policy effective date. Please forward directly to the undersigned Underwriter.

14. **Notice**

- The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Thank you for the opportunity to binder this account. Please do not hesitate to contact me if you have any questions or wish to discuss further. We look forward to working with you on this account!

Best regards,

CHUBB®
Eamon Murphy

Executive Underwriter, Public Entity Practice
436 Walnut St., Philadelphia, PA 19106
M: 215-726-2515
E: Eamon.Murphy@chubb.com

Cc:

Cary Anne Melton, CPCU, ARe, ARM-P
(She/Her/Hers)
Senior Vice President
National Public Entity Practice Leader
202 Hall's Mill Rd., Whitehouse Station, NJ 08889
M: 704-999-9871
E: cmelton@chubb.com

Payment Instructions

For Overnight ACE USA Chicago Regional Lockbox 5505 N. Cumberland Ave., Suite 301 Chicago, IL 60656 Attn: Box 10678	Wire Instructions ACE American Insurance Company Mellon Bank West, NA 3 Mellon Bank Center Acct. #093-8373 ABA #043000261
Regular Mail ACE American Insurance Company Dept. CH. 10678 Palatine, IL 60055-0678	EZ Pay Agents Mellon Bank Account #: 2216885 Company #: 2084 Wilmington Financial Center 1 Beaver Valley Road – Routing 1275, 3 East Wilmington, DE 19850

CHUBB PUBLIC ENTITY

CLAIM REPORTING INFORMATION

**TO REPORT A CLAIM, PLEASE CONTACT US USING
ANY OF THE FOLLOWING:**

BY MAIL: Chubb North American Claims
P.O. Box 5122
Scranton, PA 18505-0554

BY PHONE: (800) 433-0385 – Business Hours
(800) 523-9254 – After Hours

BY FAX: (877) 395-0131 (Toll Free)
(302) 476-7254 (Local)

BY EMAIL: PublicEntityClaims@chubb.com



Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. CHUBB recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for CHUBB insureds, called EPL

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting CHUBB insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, CHUBB insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - o Employment policies and practices
 - o Human Resources forms library
 - o Sample employee handbooks, including supplement information for all 50 states
 - o State and national employment law summaries and reference materials
 - o 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the CHUBB Group of Companies ("CHUBB Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. CHUBB Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. CHUBB Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C, either directly, or through the EPL Assist website is not notice to the CHUBB Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of **\$11,935**, however you elected to decline such coverage.