INVITATION TO BID

School District of the Menomonie Area

PROPERTY & CASUALTY INSURANCE

REQUEST FOR PROPOSAL &

BID SPECIFICATIONS

BIDS DUE: May 29, 2018

Date Prepared: April 10, 2018

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Proposal Background

The purpose of this Request for Proposal (“RFP”) is to assist the School District in selecting, on a competitive basis:

1. An underwriting company(ies) to provide needed and selected coverage; and

2. A qualified agent/sales representative to advise on, and service, its insurance needs.

Consideration will be given to each of the foregoing areas in the selection of a company, agent, and type of coverage.

This RFP should not be construed to mean that there is dissatisfaction with the current agent or underwriting company(ies).

It is not the intent of the School District to seek insurance proposals on an annual basis, but rather, to secure the services of an agent or company with whom a relationship may be maintained for an extended period of time. Subject to satisfactory service and negotiated renewal terms, it is anticipated this risk will not be re-marketed for a three-year period.

Quotations for number of coverages and alternatives are requested so the School District may have the option of making a selection it feels will be in its best interest.

In addition to providing quotations as requested, agents are invited to submit alternative plans of coverage. However, if alternative plans are submitted, a written summary must be made comparing coverages to those requested.

General Conditions

1. The School District reserves the right to reject any or all proposals or portions thereof, and to accept any proposals or portions thereof that may be the most advantageous to the School District. It is acceptable for proposals for any line of insurance to be contingent upon writing any other lines(s) of insurance, (*as long as such restrictions are clearly stated in writing*).
2. If more than one insurance company is used in preparing this RFP, each carrier must be listed and the bid specification information requested must be completed for each underwriting company.
3. Agents must submit proposals in duplicate on the forms provided. ***Proposal pages 4 through 42 must be fully completed and returned.***
4. **Agents must submit complete sample policy forms and endorsements for all proposed coverages.**
5. **If your proposal for any line of insurance is contingent upon writing any other line of insurance, be certain any such restrictions are clearly stated in writing.**
6. **Any deviations from the Coverage Specifications must be clearly outlined by noting so on a copy of the coverage specifications submitted with your proposal. Each page of the coverage specs should be signed/initialed by the person completing them.**
7. A.M. Best’s rating information must be included for each insurance carrier offering coverage.
8. Agents may submit additional information and data they believe will be helpful to the School District in the evaluation of their qualifications or the suggested company(ies).
9. Providing Loss Information. The company(ies) awarded the insurance coverages must furnish the School District with a semi-annual report of the number, type and amount of claims paid or reserved, by line of coverage. (The initial report must be for the first nine-month period of the policy period, and must be submitted on or before the end of the tenth month of the policy period. From then on, reports are to be provided on an annual basis.)
10. Most questions in these specifications require yes/no answers regarding coverages. In those cases where an explanation or additional information is required, please be as complete as possible.
11. All proposals must be sealed. The envelope must be marked:

Insurance Proposal For:

School District of the Menomonie Area

Due Date May 29, 2018

General Underwriting Information

(Common to All Policies)

1. Named Insured: School District of the Menomonie Area

2. Policy Terms:

All coverages are to be effective as of 12:01 a.m., July 1, 2018

Interim policies may be issued for a short-term period, if needed to bring dates concurrent.

Policies which can be offered for a three-year term, payable annually, will be considered.

3. Delivery of Contract:

The agent or company receiving the award of the School District’s business shall furnish policies in duplicate within 45 days of the effective date. Invoices are to be presented with the policies.

4. Nonrenewal Provisions:

Policies will be endorsed to provide for a notification period of 60 days before the company can cancel or nonrenew the policy, except for failure to pay premium.

If this condition is not provided, its absence must be clearly stated in writing, including the reason for non-compliance.

5. Loss Information:

All loss information available to the School District for the past five years is contained in Attachment I.

6. Additional Information:

If additional information is needed to complete your quotation, or if you wish to inspect the risk, please contact:

Leah Theder

715-233-3215

Leah\_theder@msd.k12.wi.us

**Name/Title/Company/Phone/Email of person completing this section:**

**I. WORKERS’ COMPENSATION**

(Information provided is based on coverage offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Complete the following:

Annual Estimated

Classification of Operations Code # Payroll Rate Annual Prem.

Drivers NOC 7380 $22,601

Colleges or Schools: Professional

Employees & Clerical 8868 $18,109,817

Colleges or Schools: All Other Employees 9101 $1,479,739

Work Study 9428 If Any $350 Flat

Total Premium

Experience Modification .97 \_\_\_\_\_\_\_\_\_\_

Expense Constant

Less Estimated Premium Discount, if any \_\_\_\_\_\_\_\_\_\_

Terrorism Charge (Foreign)

Terrorism Charge (Domestic)

Total Estimated Annual Premium $\_\_\_\_\_\_\_\_\_\_\_

YES NO

B. Other States coverage included? \_\_\_\_ \_\_\_\_

C. Employers’ Liability limits: $500,000/$500,000/$500,000 \_\_\_\_ \_\_\_\_

D. Is the premium subject to dividend? \_\_\_\_ \_\_\_\_

E. Describe the dividend plan and attach a copy of its parameters, including whether the

dividend is calculated based upon standard or discounted premium and timing of any

payout(s).

Insurance company for which dividend information is shown:

F. Describe the loss control services available for school district Work Comp exposures.

**Name/Title/Company/Phone/Email of person completing this section:**

**II. COMMERCIAL GENERAL LIABILITY**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

YES NO

A. Is the insurance company writing the policy an admitted

insurance company in Wisconsin, and subject to Wisconsin

insurance statutes and regulations protecting policyholders? \_\_\_\_ \_\_\_\_

B. Policy Form

1. Occurrence basis? (If answer is “YES,” go on to

question 3.) \_\_\_\_ \_\_\_\_

2. Claims-made basis? (If “YES,” answer a, b and c) \_\_\_\_ \_\_\_\_

a. Indicate retroactive date.

b. Has the retroactive date been advanced from that on

the previous policy? \_\_\_\_ \_\_\_\_

c. Does this new policy contain any restrictive endorsements

excluding or reducing the coverage provided for losses

occurring prior to the inception date? \_\_\_\_ \_\_\_\_

3. Is Coverage on a pay-on-behalf basis? \_\_\_\_ \_\_\_\_

4. Does the insurance company retain the duty to defend the District? \_\_\_\_ \_\_\_\_

C. Limits of Insurance

1. General aggregate limit (other than Products-Completed Operations) $3,000,000

2. Products-Completed Operations aggregate 2,000,000

3. Personal & Advertising Injury any one person or organization limit 1,000,000

4. Each Occurrence limit 1,000,000

5. Damage to premises rented to you limit - any one fire/premises 500,000

6. Medical Expense limit - any one person 10,000

7. Employee Benefits Liability

a. Aggregate 3,000,000

b. Each claim $1,000,000

c. Deductible \_\_\_\_\_\_\_\_

d. Retroactive Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Coverage form – Occurrence or Claims Made?

YES NO

Do the General Liability limits you propose meet or exceed

those noted in items C.1-7? \_\_\_\_ \_\_\_\_

D. Mandatory Coverages – Included in Quote

1. Is coverage at least as broad as ISO Form CG00 01 12 07? \_\_\_\_ \_\_\_\_

2.Are the following covered as Insureds:

a. School board members? \_\_\_\_ \_\_\_\_

b. School board? \_\_\_\_ \_\_\_\_

c. Student teachers? \_\_\_\_ \_\_\_\_

d. Volunteers, including student volunteers? \_\_\_\_ \_\_\_\_

e. Employees for incidental medical malpractice,

including all nurses, psychologists, and

occupational, speech and physical therapists? \_\_\_\_ \_\_\_\_

f. Volunteers (including all licensed medical

professionals) for incidental medical malpractice? \_\_\_\_ \_\_\_\_

g. Physicians involved in athletic programs

for incidental medical malpractice? \_\_\_\_ \_\_\_\_

h. Physicians acting on the District's behalf in an

advisory capacity regarding public health issues

for incidental medical malpractice? \_\_\_\_ \_\_\_\_

i. PTAs, PTOs, booster clubs, and other volunteer

organizations who provide services and/or financial

support to the school district? \_\_\_\_ \_\_\_\_

j. Volunteer members belonging to the groups noted

in item i.? \_\_\_\_ \_\_\_\_

k. Leased Workers’? \_\_\_\_ \_\_\_\_

l. Temporary Workers’? \_\_\_\_ \_\_\_\_

YES NO

m. Parents of any minor child who is a member of

any safety patrol which you have organized or that you

operate? \_\_\_\_ \_\_\_\_

n. Educational foundations, if under the control of the school board

and funding decisions are made solely at the discretion

of the school board? \_\_\_\_ \_\_\_\_

o. Charter schools, so long as the school board has oversight

responsibilities? \_\_\_\_ \_\_\_\_

3. Is coverage provided for claims alleging negligence arising out of

sexual abuse or molestation either as an endorsement on the General

Liability policy or a separate policy? \_\_\_\_ \_\_\_\_

4. Is the “Who is an Insured” policy language applicable to the

sexual abuse or molestation coverage the same as for

other claims covered by the General Liability policy? \_\_\_\_ \_\_\_\_

If “NO”, how does it differ?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Must an insured notify the insurance company *as soon as*

*practicable* of a sexual abuse or molestation **incident or**

**wrongful act** that could result in a claim? \_\_\_\_ \_\_\_\_

If “NO,” when must an insured notify the insurance company of

a sexual abuse or molestation **incident or wrongful act** that

could result in a claim? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Is coverage provided for bodily injury or property damage claims

arising out of the district’s obligations under WI Stats. §895.46(1)? \_\_\_\_ \_\_\_\_

7. Is coverage provided for use of snowmobiles or ATVs? \_\_\_\_ \_\_\_\_

8. Is Corporal Punishment coverage provided? \_\_\_\_ \_\_\_\_

9. Is Pollution Liability coverage provided for:

a. Bodily injury sustained within a building and caused

by smoke, fumes, vapor or soot from equipment used

to heat or cool that building? \_\_\_\_ \_\_\_\_

b. Bodily injury or property damage arising out of heat,

smoke or fumes from a hostile fire? \_\_\_\_ \_\_\_\_

c. Bodily injury or property damage arising out of activities

usual to classroom instruction on school premises? \_\_\_\_ \_\_\_\_

YES NO

d. Chemicals used in the operation and maintenance of

swimming pools? \_\_\_\_ \_\_\_\_

e. Use and application of pesticides, herbicides

or fertilizers? \_\_\_\_ \_\_\_\_

10. Is coverage provided for losses arising out of food consumed

on school district premises? \_\_\_\_ \_\_\_\_

11. Does the definition of *bodily injury* include:

a. Mental injury? \_\_\_\_ \_\_\_\_

b. Mental anguish? \_\_\_\_ \_\_\_\_

c. Humiliation? \_\_\_\_ \_\_\_\_

d. Shock? \_\_\_\_ \_\_\_\_

e. Fright? \_\_\_\_ \_\_\_\_

f. Emotional injury? \_\_\_\_ \_\_\_\_

g. Disability resulting from a. through f. above? \_\_\_\_ \_\_\_\_

h. Death? \_\_\_\_ \_\_\_\_

12. Within what time frame can medical payment expenses

be incurred and reported to the insurance company in

order to be covered? \_\_\_\_\_\_\_\_\_\_\_\_

13. Does the definition of *personal injury* cover claims

alleging an invasion of a person's right of privacy? \_\_\_\_ \_\_\_\_

14. Does the definition of *personal injury* cover discrimination

claims (not related to employment) based on:

a. Race? \_\_\_\_ \_\_\_\_

b. National origin? \_\_\_\_ \_\_\_\_

c. Age? \_\_\_\_ \_\_\_\_

d. Sex? \_\_\_\_ \_\_\_\_

e. Religion? \_\_\_\_ \_\_\_\_

f. Physical disability? \_\_\_\_ \_\_\_\_

g. Sexual preference? \_\_\_\_ \_\_\_\_

h. Any class of individuals protected by local, state or federal law? \_\_\_\_ \_\_\_\_

15. Is *personal injury* and *advertising injury* coverage

provided for claims arising out of:

a. Chat rooms and bulletin boards used in curriculum? \_\_\_\_ \_\_\_\_

b. Internet instruction and curriculum? \_\_\_\_ \_\_\_\_

YES NO

16. Is personal injury coverage provided for claims

arising out of the following, done by or for you:

a. Advertising? \_\_\_\_ \_\_\_\_

b. Publishing? \_\_\_\_ \_\_\_\_

c. Broadcasting? \_\_\_\_ \_\_\_\_

d. Telecasting? \_\_\_\_ \_\_\_\_

e. Invasion of privacy? \_\_\_\_ \_\_\_\_

17. Will the policy reimburse an insured for defense or legal costs

incurred to defend alleged criminal activity if the insured

is found innocent or the charges are dropped? \_\_\_\_ \_\_\_\_

a. What defense coverage limit is provided? \_\_\_\_\_\_\_\_\_\_\_\_

b. Does this coverage apply to all criminal allegations? \_\_\_\_ \_\_\_\_

If “NO,” to what criminal allegations does this coverage apply?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

18. Will the policy reimburse an insured up to $250 for personal

property damaged while the insured is in the process of restoring

or maintaining order, when an insured is assaulted, or while

any insured is supervising an assigned activity? \_\_\_\_ \_\_\_\_

19. a. Is there at least $100,000 of coverage for

property damage to employees’ property under

your care, custody or control? \_\_\_\_ \_\_\_\_

b. What deductible, if any, applies to these claims? $ \_\_\_

20. Is there at least $2,500 of coverage for property

damage to property in the care, custody,

or control of an insured? \_\_\_\_ \_\_\_\_

21. Is coverage provided for punitive or exemplary damages? \_\_\_\_ \_\_\_\_

22. Is coverage provided for claims arising out of the use

of:

a. trampolines? \_\_\_\_ \_\_\_\_

b. mini trampolines? \_\_\_\_ \_\_\_\_

c. spring boards? \_\_\_\_ \_\_\_\_

used for gymnastics, other sports or classes?

YES NO

23. Is coverage provided for claims arising out of bouncers

used by therapists? \_\_\_\_ \_\_\_\_

24. Is coverage provided for claims arising out of practicing for, or participating

in, athletic or sports activities, contests, games or events? \_\_\_\_ \_\_\_\_

25. Is coverage provided for claims arising out of the use of:

a. Firearms? \_\_\_\_ \_\_\_\_

b. Conducted energy devices (tasers)? \_\_\_\_ \_\_\_\_

26. a. Is Nonowned Watercraft coverage provided (unless

being used to carry persons or property for a

charge), including coverage for watercraft used by

teachers for instructional purposes? \_\_\_\_ \_\_\_\_

b. Is this coverage provided without a length restriction? \_\_\_\_ \_\_\_\_

27. Is coverage provided for the School District's liability

arising out of cooperative arrangements established

under Wisconsin Statute not specifically listed

on the Declarations Page?(Ex., §66.0301 Agreements) \_\_\_\_ \_\_\_\_

28. Is coverage provided for claims arising out of the use

and operation of hired or nonowned aircraft by

employees, school board members, or volunteers? \_\_\_\_ \_\_\_\_

29. Is Nonowned Aircraft coverage provided for aircraft

chartered with a crew? \_\_\_\_ \_\_\_\_

30. Is Premises Medical Payments coverage, including first

aid, provided (excluding students)? \_\_\_\_ \_\_\_\_

31. Is Premises Medical Payments coverage provided for volunteers? \_\_\_\_ \_\_\_\_

32. Are fellow employee bodily injury claims covered when

Workers’ Compensation is not the exclusive remedy? \_\_\_\_ \_\_\_\_

33. Is coverage provided for contractual liability equivalent

or better than ISO Form CG0001 12 07? \_\_\_\_ \_\_\_\_

If broader, please describe.

YES NO

34.a. Is additional insured status automatically provided to

entities from whom the district rents or uses premises? \_\_\_\_ \_\_\_\_

b. Must the agreement to provide automatic additional insured

status be in writing? \_\_\_\_ \_\_\_\_

35. Is coverage provided for law enforcement activities performed

on school premises on the district’s behalf? \_\_\_\_ \_\_\_\_

***Is coverage provided for claims arising out of the use of drones?***

36. Is worldwide coverage equivalent or better than

ISO Form CG0001 12 07? \_\_\_\_ \_\_\_\_

If broader, please describe.

37. Employee Benefits Liability. Does the policy provide at

least five years prior acts coverage? \_\_\_\_ \_\_\_\_

a. Is full prior acts coverage available? \_\_\_\_ \_\_\_\_

b. If “YES,” please indicate cost. $ \_\_\_

38. Is coverage provided for claims arising out of silica? \_\_\_\_ \_\_\_\_

39. Is coverage provided for claims arising out of asbestos? \_\_\_\_ \_\_\_\_

40. Is coverage provided for distribution of material (i.e., phone

email, and fax) in violation of various communication statutes? \_\_\_\_ \_\_\_\_

41. Is a blanket waiver of subrogation provided as per ISO Form

CG0001 12 07, condition IV(8)? \_\_\_\_ \_\_\_\_

42. Is coverage (including products and completed

operations) provided for garage operations (not Garagekeepers

Legal Liability)? \_\_\_\_ \_\_\_\_

43. Has the knowledge of an occurrence, offense, claim or suit by any

insured condition been amended so that it only applies to your

superintendent, business manager or person designated to receive

such report from an agent, servant or employee? \_\_\_\_ \_\_\_\_

E. Please list below any extra or special coverages offered by the policy other than those

not addressed above.

F. Is the policy subject to audit? \_\_\_\_ \_\_\_\_

YES NO

G. Terrorism:

1. Is terrorism coverage included as defined by TRIPRA? \_\_\_\_ \_\_\_\_

2. If premium is not already included in premium summary,

indicate additional premium.$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name/Title/Company/Phone/Email of person completing this section:**

**III. COMMERCIAL AUTOMOBILE**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

YES NO

A. Is the insurance company writing the policy an admitted

insurance company in Wisconsin, and subject to Wisconsin

insurance statutes and regulations protecting policyholders? \_\_\_\_ \_\_\_\_

B. Liability Limits:

1. Combined Single Limit each accident $1,000,000

2. Medical Payment per person 10,000

3. Uninsured Motorists each accident 500,000

4. Underinsured Motorists each accident 500,000

Do the Automobile limits you propose meet or exceed

those noted in items B.1-4? \_\_\_\_ \_\_\_\_

C. Mandatory Liability Coverages – Included in Quote

1. Is Liability coverage provided on a Symbol 1 (Any Auto) basis? \_\_\_\_ \_\_\_\_

If answer is “NO,” describe what Liability coverage

is provided for the following types of vehicles:

owned:

hired:

nonowned:

2. Are the following covered as Insureds:

a. School board members (on an excess basis) when

driving their personally-owned automobiles on behalf of the

school district? \_\_\_\_ \_\_\_\_

b. Employees (on an excess basis) driving their personally-owned automobiles on behalf of the school district? \_\_\_\_ \_\_\_\_

YES NO

c. Volunteers (on an excess basis) driving their personally-owned

automobiles on behalf of the school district? \_\_\_\_ \_\_\_\_

d. Employees driving autos rented in the employee’s name

with the school district’s permission and while

performing duties on behalf of the school district? \_\_\_\_ \_\_\_\_

e. PTAs/PTOs, booster clubs, or other volunteer

organizations who provide services and/or financial

support to the school district? \_\_\_\_ \_\_\_\_

f. Volunteer members belonging to the groups noted in item e.? \_\_\_\_ \_\_\_\_

g. Students who are part of the auto repair curriculum? \_\_\_\_ \_\_\_\_

3. Is coverage provided for punitive or exemplary damages,

except under Uninsured and Underinsured Motorist coverage? \_\_\_\_ \_\_\_\_

4. a. Is at least $100,000 of coverage provided for

property damage to property in your care, custody, or control? \_\_\_\_ \_\_\_\_

b. What deductible, if any, applies to these claims?

5. Will the policy reimburse employees, board members,

or volunteers for the physical damage deductible applicable

to their auto (up to $500) as the result of operating or

using the auto on School District business? \_\_\_\_ \_\_\_\_

6. Is at least $2,500 of coverage provided for property

damage to property owned by, rented, or leased to an

employee, board member, or volunteer while used on

School District business, except autos owned by them? \_\_\_\_ \_\_\_\_

7. Is replacement cost coverage provided for busses owned

by the school district which are no more than ten years old? \_\_\_\_ \_\_\_\_

8. Will a single comprehensive or collision deductible apply

to a loss involving two or more vehicles listed on the

district’s schedule of vehicles? \_\_\_\_ \_\_\_\_

9. Is the Contractual Liability coverage for rented or leased

autos equivalent or better than ISO FormCA0001 10 01? \_\_\_\_ \_\_\_\_

10. Is coverage worldwide for vehicles that are hired, rented or

borrowed equivalent or better than ISO FormCA0001 10 01? \_\_\_\_ \_\_\_\_

YES NO

11. Is a blanket waiver of subrogation provided as per ISO

Form CA0001 10 01, condition IV(A)(5)? \_\_\_\_ \_\_\_\_

12. Does the policy contain a motor carrier filing (if required)? \_\_\_\_ \_\_\_\_

D. Optional Liability Coverages

1. Is Drive Other Car coverage provided? \_\_\_\_ \_\_\_\_

a. Listed Individuals: NA

b. Additional Cost: $

2. Is the Pollution Liability Broadened Coverage for Covered

Auto Endorsement - ISO Form CA 99 48 10 13 – included

in the quote? \_\_\_\_ \_\_\_\_

E. Physical Damage Coverage – Included in Quote

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

1. Is coverage Replacement Cost or ACV?

2. Comprehensive - quote deductibles of $250 and $500.

Limits:

3. Collision - quote deductibles of $250 and $500.

Limits:

4. Does carrier need to be notified when adding/

deleting vehicles during the year? \_\_\_\_ \_\_\_\_

F. Garagekeepers Coverage NA

G. Please indicate any extra or special coverages offered by the policy other than those addressed

above.

**Name/Title/Company/Phone/Email of person completing this section:**

**IV. EXCESS/UMBRELLA LIABILITY**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Limits of Liability:

1. Each Occurrence $6,000,000

2. Annual Aggregate $6,000,000

B. Retention Each Occurrence $0

C. Is the policy an Excess or Umbrella policy? \_\_\_\_\_\_\_\_\_\_\_\_\_\_

YES NO

D. Do the Excess/Umbrella limits and retention you propose

meet or exceed those noted in items A &B? \_\_\_\_ \_\_\_\_

E. Is all coverage, whether provided by one or more excess/

Umbrella policies, “following form”? \_\_\_\_ \_\_\_\_

If “NO,” list the coverage differences below:

F. Mandatory Coverages – Included in Quote

1. Are the following covered as Insureds:

a. School board members? \_\_\_\_ \_\_\_\_

b. School board? \_\_\_\_ \_\_\_\_

c. Student teachers? \_\_\_\_ \_\_\_\_

d. Volunteers, including student volunteers? \_\_\_\_ \_\_\_\_

e. Employees for incidental medical malpractice,

including all nurses, psychologists, and

occupational, speech and physical therapists? \_\_\_\_ \_\_\_\_

f. Volunteers (including all licensed medical

professionals) for incidental medical malpractice? \_\_\_\_ \_\_\_\_

YES NO

g. Physicians involved in athletic programs

for incidental medical malpractice? \_\_\_\_ \_\_\_\_

h. Physicians acting on the District's behalf in an

advisory capacity regarding public health issues

for incidental medical malpractice? \_\_\_\_ \_\_\_\_

i. PTAs, PTOs, booster clubs, and other volunteer

organizations who provide services and/or financial

support to the school district? \_\_\_\_ \_\_\_\_

j. Volunteer members belonging to the groups noted

in item i.? \_\_\_\_ \_\_\_\_

k. Leased Workers’? \_\_\_\_ \_\_\_\_

l. Temporary Workers’? \_\_\_\_ \_\_\_\_

m. Parents of any minor child who is a member of

any safety patrol which you have organized or that you

operate? \_\_\_\_ \_\_\_\_

n. Educational foundations, if under the control of the school board

and funding decisions are made solely at the discretion

of the school board? \_\_\_\_ \_\_\_\_

o. Charter schools, so long as the school board has oversight

responsibilities?

2. Is coverage provided for claims alleging negligence

arising out of sexual abuse or molestation? \_\_\_\_ \_\_\_\_

3. Is the “Who is an Insured” policy language applicable to the

sexual abuse or molestation coverage the same as for all

other claims covered by the policy? \_\_\_\_ \_\_\_\_

If “NO”, how does it differ?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Is coverage provided for bodily injury or property damage claims

arising out of the district’s obligations under WI Stats. §895.46(1)? \_\_\_\_ \_\_\_\_

5. Is coverage provided for claims arising out of practicing for,

or participating in, athletic or sports activities, contests,

games or events? \_\_\_\_ \_\_\_\_

YES NO

6. Is coverage provided for claims arising out of travel to or from

athletic or sports activities, contests, games, or events? \_\_\_\_ \_\_\_\_

7. Has the Fellow Employee exclusion been modified to provide

follow form coverage over the underlying policies? \_\_\_\_ \_\_\_\_

8. Is coverage provided for claims arising out of the use

of:

a. trampolines? \_\_\_\_ \_\_\_\_

b. mini trampolines? \_\_\_\_ \_\_\_\_

c. spring boards? \_\_\_\_ \_\_\_\_

used for gymnastics, other sports or classes?

9. Is coverage provided for claims arising out of bouncers

used by therapists? \_\_\_\_ \_\_\_\_

10. Are employees, school board members, and volunteers

covered as insureds when driving their own

automobiles on behalf of the School District? \_\_\_\_ \_\_\_\_

11. Is coverage provided for punitive or exemplary damages? \_\_\_\_ \_\_\_\_

12. Is coverage provided for the School District's liability

arising out of cooperative arrangements established

under Wisconsin Statute not specifically listed on the

Declarations Page? (Ex., §66.0301 Agreements) \_\_\_\_ \_\_\_\_

13. Is coverage provided for losses arising out of alleged

incidental medical malpractice for all individuals granted

insured status in the policy? \_\_\_\_ \_\_\_\_

14. Is coverage provided for claims arising out of the use

of:

a. Firearms? \_\_\_\_ \_\_\_\_

b. Conducted energy devices (tasers)? \_\_\_\_ \_\_\_\_

15. Does the definition of *personal injury* cover discrimination

claims (not related to employment) based on:

a. Race? \_\_\_\_ \_\_\_\_

b. National origin? \_\_\_\_ \_\_\_\_

c. Age? \_\_\_\_ \_\_\_\_

d. Sex? \_\_\_\_ \_\_\_\_

YES NO

e. Religion? \_\_\_\_ \_\_\_\_

f. Physical disability? \_\_\_\_ \_\_\_\_

g. Sexual preference? \_\_\_\_ \_\_\_\_

h. Any class protected by local, state or federal law? \_\_\_\_ \_\_\_\_

16. Is *personal injury* and *advertising injury* coverage

provided for claims arising out of:

a. Chat rooms and bulletin boards used in curriculum? \_\_\_\_ \_\_\_\_

b. Internet instruction and curriculum? \_\_\_\_ \_\_\_\_

17. Is coverage provided for claims alleging invasion of privacy? \_\_\_\_ \_\_\_\_

18. Is coverage on a "pay-on-behalf" basis? \_\_\_\_ \_\_\_\_

19. Does the insurance company retain the duty to defend? \_\_\_\_ \_\_\_\_

20. Is there Nonowned Aircraft coverage for aircraft

chartered with a crew? \_\_\_\_ \_\_\_\_

21. Are first-dollar defense costs provided if underlying

limits become exhausted? \_\_\_\_ \_\_\_\_

22. Does the blanket waiver of subrogation follow form over

the general liability and automobile? \_\_\_\_ \_\_\_\_

23. Is coverage provided for corporal punishment? \_\_\_\_ \_\_\_\_

24. Does the definition of *bodily injury* include:

a. Mental injury? \_\_\_\_ \_\_\_\_

b. Mental anguish? \_\_\_\_ \_\_\_\_

c. Humiliation? \_\_\_\_ \_\_\_\_

d. Shock? \_\_\_\_ \_\_\_\_

e. Fright? \_\_\_\_ \_\_\_\_

f. Emotional injury? \_\_\_\_ \_\_\_\_

g. Disability resulting from a through f. above? \_\_\_\_ \_\_\_\_

h. Death? \_\_\_\_ \_\_\_\_

25. Is coverage provided for law enforcement activities performed

on school premises on the district’s behalf? \_\_\_\_ \_\_\_\_

YES NO

26. Is coverage provided on a following form basis for claims covered

by the following underlying policies and/or endorsements:

a. Educators Legal Liability? \_\_\_\_ \_\_\_\_

b. Sexual Misconduct? \_\_\_\_ \_\_\_\_

c. Law Enforcement? \_\_\_\_ \_\_\_\_

G. Other Important Items

1. Do primary General Liability, Automobile, Employers Liability,

Educators Legal Liability, Law Enforcement Liability and Sexual

Misconduct/Abuse or Molestation limits meet the Excess/

Umbrella requirements? \_\_\_\_ \_\_\_\_

2. Are all policies (General Liability, Auto, Employers Liability,

Educators Legal Liability, Law Enforcement Liability and Sexual

Misconduct/Abuse or Molestation)listed as underlying policies? \_\_\_\_ \_\_\_\_

3. Are premiums subject to audit? \_\_\_\_ \_\_\_\_

4. Is a zero ($0) retention/SIR/retained limit available? \_\_\_\_ \_\_\_\_

If “YES,” indicate additional cost (if any) to purchase a $0

retention/SIR/retained limit $

H. Terrorism:

1. Is terrorism coverage included as defined by TRIPRA? \_\_\_\_ \_\_\_\_

2. If premium is not already included in premium summary,

indicate additional premium. $

**Name/Title/Company/Phone/Email of person completing this section:**

**V. EDUCATORS LEGAL LIABILITY**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Limits of Liability: YES NO

1. Per Wrongful Act – each claim/loss $1,000,000

2. Annual Aggregate $3,000,000

3. Do the Educators Legal Liability limits you propose meet

or exceed those noted in items A.1. and 2.? \_\_\_\_ \_\_\_\_

4. Retention/Deductible – each claim/loss

5. Retroactive Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Non-monetary claim defense expense Limit $\_\_\_\_\_\_\_\_\_

7. Non-monetary claim defense expense deductible $\_\_\_\_\_\_\_\_\_

8. Is coverage provided on a "pay-on-behalf" basis? \_\_\_\_ \_\_\_\_

B. Questions to be answered by all bidders:

1. Is the insurance company writing the policy an admitted

insurance company in Wisconsin, and subject to Wisconsin

insurance statutes and regulations protecting policyholders? \_\_\_\_ \_\_\_\_

2. Are the following covered as insureds:

a. School District? \_\_\_\_ \_\_\_\_

b. School board? \_\_\_\_ \_\_\_\_

c. Any person serving as part of a cooperative under WI Statute? \_\_\_\_ \_\_\_\_

d. School board members? \_\_\_\_ \_\_\_\_

e. Superintendents and principals? \_\_\_\_ \_\_\_\_

f. Employees? \_\_\_\_ \_\_\_\_

g. PTAs, PTOs or other volunteer organizations and their members? \_\_\_\_ \_\_\_\_

YES NO

h. Student teachers? \_\_\_\_ \_\_\_\_

i. Volunteers? \_\_\_\_ \_\_\_\_

j. Intergovernmental cooperative agreements

under WI Stats. §66.0301? \_\_\_\_ \_\_\_\_

3. Is coverage provided for employment-related:

a. Discrimination \_\_\_\_ \_\_\_\_

b. Sexual harassment \_\_\_\_ \_\_\_\_

c. Wrongful termination \_\_\_\_ \_\_\_\_

d. Breach of employment contract \_\_\_\_ \_\_\_\_

e. Failure to employ/promote \_\_\_\_ \_\_\_\_

f. Wrongful discipline \_\_\_\_ \_\_\_\_

g. Negligent evaluation \_\_\_\_ \_\_\_\_

h. ADA violations \_\_\_\_ \_\_\_\_

i. Any Manner of Unlawful Discrimination \_\_\_\_ \_\_\_\_

j. Retaliatory Actions \_\_\_\_ \_\_\_\_

4. a. Does coverage include:

1) Judgments \_\_\_\_ \_\_\_\_

2) Back pay \_\_\_\_ \_\_\_\_

3) Benefits \_\_\_\_ \_\_\_\_

4) Punitive Damages \_\_\_\_ \_\_\_\_

5) Front Pay \_\_\_\_ \_\_\_\_

b. Please specify the amount of coverage for 4.a.1)-5) if it

is less than the per wrongful act limit noted in V.A.1. above.

5. Do covered claims include those brought under the following laws

or similar Federal, state or local laws and ordinances:

a. Family & Medical Leave Act of 1993 \_\_\_\_ \_\_\_\_

b. Americans with Disabilities Act of 1992 \_\_\_\_ \_\_\_\_

c. Civil Rights Act of 1991 \_\_\_\_ \_\_\_\_

d. Age Discrimination in Employment Act of 1967

(including the Older Workers Benefit Act of 1990) \_\_\_\_ \_\_\_\_

e. Title VII of the civil Rights Law of 1964

(including Pregnancy Discrimination Act of 1978) \_\_\_\_ \_\_\_\_

f. Civil Rights Act of 1866, Section 1981 \_\_\_\_ \_\_\_\_

g. Fifth and Fourteenth Amendments

(United States Constitution) \_\_\_\_ \_\_\_\_

YES NO

6. Does the policy contain the following *exclusions*?

a. Contractual liability

b. ERISA Act liability

c. Reorganization/downsizing

d. Strikes and lockouts

e. Intentional acts

f. Civil/criminal fines, penalties

g. Nonmonetary claims/injunctive relief

h. Building modifications costs

i. Bodily injury, including mental anguish, mental injury,

emotional injury and emotional distress

j. Property damage

k. Assault and battery

l. Pollution liability

m. Retaliatory actions

n. Benefits due

o. Reinstatement of employment

p. Front pay, future damages

q. Mental anguish, emotional distress,

humiliation

r. Breach of contract (not employment-related)

C. Defense Coverage

1. Is Defense coverage provided in addition to

the limit of liability?

2. Does a deductible apply per claim? \_\_\_\_ \_\_\_\_

a. If “YES,” please list amount. $

b. If “YES,” does the deductible also apply to defense costs? \_\_\_\_ \_\_\_\_

3. Does the insurance company have a duty to defend? \_\_\_\_ \_\_\_\_

4. Is defense coverage provided for Special Education claims alleging:

a. A violation of Federal Act 504? \_\_\_\_ \_\_\_\_

b. A violation of IDEA? \_\_\_\_ \_\_\_\_

c. Improper IEPs? \_\_\_\_ \_\_\_\_

YES NO

5. Is coverage provided for plaintiff attorneys’ fees awarded

in connection with the claims listed under items 4.a–c? \_\_\_\_ \_\_\_\_

6. Describe **when** defense coverage will be provided for administrative or regulatory

agency hearings such as State Employment Commissions, Equal Employment

Opportunity Commission (EEOC), Arbitration Proceedings:

7. Describe **when** defense coverage will be provided for administrative/due process

hearings associated with Special Education claims.

8. Describe the provisions of the policy's Consent to Settle clause:

D. Terrorism:

1. Is terrorism coverage included as defined by TRIPRA? \_\_\_\_ \_\_\_\_

2. If premium is not already included in premium summary,

indicate additional premium. $

E. Identify type of policy form:

Claims-Made Occurrence

If Claims-Made, see below.

1. Indicate retroactive date.

2. Is full prior acts coverage available? \_\_\_\_ \_\_\_\_

If “YES,” indicate additional cost. $

3. How many days extended reporting period is provided automatically?

4. Outline extended reporting period options and costs.

**Name/Title/Company/Phone/Email of person completing this section:**

**VI. PROPERTY**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Values – Replacement Cost:

1. Buildings $\_\_\_\_\_\_\_\_\_

2. Contents $\_\_\_\_\_\_\_\_\_

3. Property in the Open $\_\_\_\_\_\_\_\_\_

4. Total values for items 1., 2., & 3. $\_\_\_\_\_\_\_\_\_

5. Extra Expense coverage: Extra costs incurred to keep

school facilities open if property is damaged, including

rental of space, equipment, extra transportation costs, etc. $\_\_\_\_\_\_\_\_\_

6. Deductible amount $10,000

7. Deductible aggregate (if applicable) $\_\_\_\_\_\_\_\_\_

Provide quotes for optional deductibles: \_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

B. Are the following coverage provisions included in the quote? YES NO

1. Special Causes of Loss form or broader? \_\_\_\_ \_\_\_\_

2. Replacement Cost coverage? \_\_\_\_ \_\_\_\_

3. Blanket coverage for buildings, contents and property in the open? \_\_\_\_ \_\_\_\_

4. Agreed Amount clause waiving coinsurance obligation? \_\_\_\_ \_\_\_\_

5. Losses caused by the operation of building laws or ordinances? \_\_\_\_ \_\_\_\_

a. Loss to the undamaged portion of buildings $

b. Demolition costs $

c. Increased cost of construction $

6. Unscheduled locations? \_\_\_\_ \_\_\_\_

a. If “YES,” indicate limit. $

b. If “YES,” indicate additional premium. $

**[In the right-hand margin, please indicate amount of coverage provided for each item listed below.]**

YES NO

7. Personal Effects/Property of Others in District's care, custody, or control? \_\_\_\_ \_\_\_\_

8. Property temporarily at any other location covered? \_\_\_\_ \_\_\_\_

9. Property off premises and in transit covered? \_\_\_\_ \_\_\_\_

10. Debris removal covered and any added amount? \_\_\_\_ \_\_\_\_

11. Collapse covered? \_\_\_\_ \_\_\_\_

12. Personal property within 1000 feet of premises covered? \_\_\_\_ \_\_\_\_

13. Pollutant clean-up and removal covered? \_\_\_\_ \_\_\_\_

14. Newly acquired buildings and personal property covered? \_\_\_\_ \_\_\_\_

Number of days? \_\_\_\_\_\_\_\_\_\_\_

15. Valuable papers and records covered? \_\_\_\_ \_\_\_\_

16. Outdoor property covered?

17. Signs & fences attached/detached within 1000 ft. of premises covered? \_\_\_\_ \_\_\_\_

18. Sewer backup covered? \_\_\_\_ \_\_\_\_

19. Accounts receivable covered? \_\_\_\_ \_\_\_\_

20. Spoilage covered? \_\_\_\_ \_\_\_\_

21. Legal Liability coverage? \_\_\_\_ \_\_\_\_

22. Utility services coverage? \_\_\_\_ \_\_\_\_

23. Limited fungus, wet rot, dry rot and bacteria coverage? \_\_\_\_ \_\_\_\_

24. Flood coverage? \_\_\_\_ \_\_\_\_

Please describe:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

25. Earthquake or volcanic eruption coverage? \_\_\_\_ \_\_\_\_

26. Joint Loss Agreement with the Equipment

Breakdown insurance company? \_\_\_\_ \_\_\_\_

**D. Questions to be answered by all bidders:**

1. Is coverage available for laptops and tablets issued to students if the device is dropped, lost,

or if it is submerged in liquid when off school premises? Describe:

2. Does the Glass coverage have any limitations? Describe:

3. Are there any limitations on coverage for vacant buildings? Describe:

4. Are there any limitations on coverage for unoccupied buildings? Describe:

5. Terrorism:

a. Is terrorism coverage included as defined by TRIPRA? \_\_\_\_ \_\_\_\_

b. If premium is not already included in premium summary,

indicate additional premium. \_\_\_\_ \_\_\_\_

**Name/Title/Company/Phone/Email of person completing this section:**

**VII. INLAND MARINE**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

**Note:** Portions of this coverage may not be needed if provided by the property and/or equipment breakdown insurance coverage. *If covered by another policy, please specify.*

A. Values – Replacement Cost

1. Special Portable Property – Musical instruments,

audio/visual equipment, uniforms, costumes, tools,

scientific equipment, sports equipment, property

on exhibit. $\_\_\_\_\_\_\_\_\_

Deductible: $500

2. Fine Arts – Paintings, sculptures, stained glass,

photos, antiques, historical pieces, rare books, NA

collections, etc.

Deductible: NA

3. Contractor’s Equipment – Tractors, sweepers, bobcats,

ATVs, golf carts, self-propelled lawn or snow removal

equipment, forklifts, etc. $\_\_\_\_\_\_\_\_\_

Deductible: $500

4. Electronic Data Processing (EDP)

a. Hardware $\_\_\_\_\_\_\_\_\_

b. Software: Cost to replace, research, and reconstruct

data, including data entry costs $\_\_\_\_\_\_\_\_\_

c. In transit/off premises maximum value $\_\_\_\_\_\_\_\_\_

d. EDP Extra Expense $\_\_\_\_\_\_\_\_\_

e. Deductible $500

B. Are the following coverage conditions provided for all coverages, except EDP coverage?

YES NO

1. Special Causes of Loss Form? \_\_\_\_ \_\_\_\_

2. Replacement Cost coverage? \_\_\_\_ \_\_\_\_

If “NO,” please indicate the valuation method by category of property (A.1.-3.).

3. No coinsurance requirements \_\_\_\_ \_\_\_\_

C. Are Inland Marine coverages provided without the

provision of schedules? \_\_\_\_ \_\_\_\_

D. Are the following coverage conditions provided for EDP coverage?

1. Special Causes of Loss Form \_\_\_\_ \_\_\_\_

2. Functional Replacement Cost \_\_\_\_ \_\_\_\_

3. No coinsurance requirements \_\_\_\_ \_\_\_\_

E. Questions to be answered by all bidders:

1. Describe computer coverage for damage caused by:

a. Short circuit, power surge, blowout, electrical arcing, etc.

b. Electrical or mechanical breakdown, failure, malfunction

c. Design error

d. Dampness, dryness, change in humidity or temperature

2. What deductible applies to losses caused by these perils? $

3. If not already provided, can coverage be provided for damage to computers caused by items

E.1.(a-d) above?

YES NO

Item 1.a. – Additional Cost$\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_

Item 1.b. – Additional Cost$\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_

Item 1.c.– Additional Cost$\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_

Item 1.d.– Additional Cost$\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_

4. Terrorism:

a. Is terrorism coverage included as defined by TRIPRA? \_\_\_\_ \_\_\_\_

b. If premium is not already included in premium summary,

indicate additional premium. $

**Name/Title/Company/Phone/Email of person completing this section:**

**VIII. EQUIPMENT BREAKDOWN**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Limits Per Accident/Breakdown

1. Direct Physical Damage $50,000,000

2. Business Income Included

Period of Restoration Extension \_\_\_\_\_\_\_\_\_\_

3. Extra Expense Included

Period of Restoration Extension \_\_\_\_\_\_\_\_\_\_

4. Utility Interruption – Time Element Included

Waiting period \_\_\_\_\_\_\_\_\_\_

5. Spoilage Damage (perishable goods) Included

Utility interruption spoilage waiting period \_\_\_\_\_\_\_\_\_\_

6. Civil Authority Included

7. Contingent Business Income (Dependent Properties) $2,500,000

8. Electronic Data or Media $2,500,000

9. Errors and Omissions $1,000,000

10. Expediting Expenses Included

11. Fungus, West Rot, Dry Rot– property damage $\_\_\_\_\_\_\_\_\_

Business Income/Extra Expense- number of days \_\_\_\_\_\_\_\_\_

12. Hazardous Substances $2,500,000

13. Off Premises Property Damage $2,500,000

14. Newly Acquired Locations Included

# of days

15. Ordinance or Law $2,500,000

16. Refrigerant Contamination Included

17. Water Damage Included

18. Unnamed Locations Included

19. Off Premises Equipment (transportable equipment/objects) $2,500,000

20. Brands and Labels Included

B. Deductibles

1. Direct damage $1,000

2. Indirect damage $1,000

3. Combined deductibles $1,000

YES NO

C. Are the following coverages included in the quote?

1. Comprehensive coverage, including production machinery,

EDP, phone systems, copiers, etc.? \_\_\_\_ \_\_\_\_

2. Replacement cost valuation? \_\_\_\_ \_\_\_\_

3. Joint Loss Agreement with property insurance company? \_\_\_\_ \_\_\_\_

4. Definition of *Covered Equipment*

5. Indicate limits for losses caused by the operation of building codes, laws, or ordinances:

a. Loss to undamaged portion of buildings $

b. Demolition costs $

c. Increased cost of construction $

6. Claim Data Expense – Any one breakdown $\_\_\_\_\_\_\_\_\_\_\_

7. Drying Out coverage (expenses incurred to dry out electrical

covered equipment or objects if required)

8. Green Upgrades Coverage (property damage limit) $\_\_\_\_\_\_\_\_\_

Business Income/Extra Expense – number of days \_\_\_\_\_\_\_\_

**Name/Title/Company/Phone/Email of person completing this section:**

**IX. CRIME**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Employee Theft

1. Limit Per Loss $500,000

2. Deductible Per Loss $2,500

3. Is coverage provided on a **Discovery Form**?

4. Is coverage provided for losses caused by: YES NO

a. A treasurer? \_\_\_\_ \_\_\_\_

b. Students while handling or possessing property or funds in

connection with sanctioned student activities? \_\_\_\_ \_\_\_\_

c. All officers and board members other than the treasurer? \_\_\_\_ \_\_\_\_

d. Individuals required to be bonded by law? \_\_\_\_ \_\_\_\_

e. Volunteers? \_\_\_\_ \_\_\_\_

f. Terminated employees for at least 60 days after termination? \_\_\_\_ \_\_\_\_

g. The failure of any employee to faithfully perform duties? \_\_\_\_ \_\_\_\_

h. Arising out of the conversion of property of others? \_\_\_\_ \_\_\_\_

i. Temporary help agency personnel, such as Manpower or Kelly? \_\_\_\_ \_\_\_\_

B. Loss of Monies & Securities [Coverage in Property policy?]

1. Inside Premises – Limit $10,000

2. Outside Premises – Limit $10,000

3. Deductible $500

C. Forgery or Alteration

1. Limit $10,000

2. Deductible $500

D. Computer Fraud

1. Limit $250,000

2. Deductible $1,000

E. Funds Transfer Fraud

1. Limit $250,000

2. Deductible $1,000

F. Credit, Debit or Charge Card Forgery

1. Limit $100,000

2. Deductible $500

**Name/Title/Company/Phone/Email of person completing this section:**

**X. CYBER/DATA COMPROMISE**

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

The names and types of cyber liability and data compromise coverages offered by insurance companies ARE NOT STANDARIZED. As such, the coverage specifications below represent coverages offered by most carriers. READ THE POLICIES/ENDORSEMENTS TO UNDERSTAND THE COVERAGE.

YES NO

A. First Party Response Expense – Is coverage provided for loss, theft, \_\_\_\_\_ \_\_\_\_

accidental release, unauthorized use and accidental publication of

personally identifiable information (PII)?

1. Limit Per Loss $\_\_\_\_\_\_\_\_\_\_

Annual Aggregate $1,000,000

2. Deductible Per Loss $10,000

3. Is coverage provided for expenses incurred for:

a. Notification expenses? \_\_\_\_ \_\_\_\_

b. Informational materials? \_\_\_\_ \_\_\_\_

c. Toll free, telephone helpline? \_\_\_\_ \_\_\_\_

d. Public relations services associated with a personal data \_\_\_\_ \_\_\_\_

compromise event?

e. Security breach services? \_\_\_\_ \_\_\_\_

f. Credit monitoring services? \_\_\_\_ \_\_\_\_

g. Legal and forensic services? \_\_\_\_ \_\_\_\_

h. Identity restoration case management? (See D.1. – 3. below) \_\_\_\_ \_\_\_\_

4. Which of the above expenses (3.a.-h.) erode the per loss limit?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Is the amount of coverage provided for the above expenses (3.a.-h.)

subject to a limit less than the per loss limit? \_\_\_\_ \_\_\_\_

If “YES”, which expenses and note amount of coverage.

6. Must the district use service providers approved by the

insurance company in order for coverage to be provided? \_\_\_\_ \_\_\_\_

7. Is coverage provided for losses arising out of the failure to:

a. Prevent the transmission of computer malware? \_\_\_\_\_ \_\_\_\_\_

b. Prevent the unauthorized access to, or use of, PII? \_\_\_\_\_ \_\_\_\_\_

c. Provide access to the district’s computer/IT system/website? \_\_\_\_\_ \_\_\_\_\_

YES NO

B. Computer Attack – including Unauthorized Access, Malware Attack \_\_\_\_\_ \_\_\_\_\_

and Denial of Service Attack?

1. Limit Per Loss$\_\_\_\_\_\_\_\_\_\_

Annual Aggregate $1,000,000

2. Deductible Per Loss $10,000

3. Is coverage provided for expenses incurred for:

a. Data restoration? \_\_\_\_ \_\_\_\_

b. Data recreation? \_\_\_\_ \_\_\_\_

c. System restoration? \_\_\_\_ \_\_\_\_

d. Loss of business income? \_\_\_\_ \_\_\_\_

f. Public relations services associated with a computer attach? \_\_\_\_ \_\_\_\_

1. In what time period must the computer attack be reported to \_\_\_\_\_\_\_\_\_\_\_

the insurance company in order for coverage to be triggered?

C. Third-Party Defense & Liability (including defense costs)

1. Limit Per Loss$\_\_\_\_\_\_\_\_\_\_

Annual Aggregate $1,000,000

2. Deductible Per Loss $10,000

3. Is coverage provided for losses caused by:

a. Web site publishing? \_\_\_\_ \_\_\_\_

b. Security breach/network security liability? \_\_\_\_ \_\_\_\_

c. Civil awards? \_\_\_\_ \_\_\_\_

d. Damages, settlements and judgments arising out of \_\_\_\_ \_\_\_\_

breach of network security or unauthorized use of PII?

e. Regulator defense, fines and penalty expenses? \_\_\_\_ \_\_\_\_

f. Payment card industry defense, fines and penalty expense? \_\_\_\_ \_\_\_\_

g. Pre- and post-judgment interest? \_\_\_\_ \_\_\_\_

h. Defense costs added to any judgments? \_\_\_\_ \_\_\_\_

4. Does the insurance company have the right and duty \_\_\_\_ \_\_\_\_ to defend claims?

D. Identity Recovery – Identity Theft Case Management Service & Expense Reimbursement

1. Limit Per Loss$\_\_\_\_\_\_\_\_\_\_

Annual Aggregate $1,000,000

2. Deductible

a. Case Management $\_\_\_\_\_\_\_\_\_

b. Expense Reimbursement $\_\_\_\_\_\_\_\_\_

3. Does expense reimbursement coverage provide for: YES NO

a. Lost wages? \_\_\_\_ \_\_\_\_

b. Costs for supervision of children or elderly or infirm

relatives or dependents? \_\_\_\_ \_\_\_\_

c. Cost of counseling from licensed mental health professional \_\_\_\_ \_\_\_\_

d. Miscellaneous expenses? \_\_\_\_ \_\_\_\_

**Name/Title/Company/Phone/Email of person completing this section:**

**XI. STORAGE TANK LIABILITY - NA**

**Name/Title/Company/Phone/Email of person completing this section:**

**XII. VIOLENT EVENT RESPONSE** [Coverage may be provided in the General Liability policy.]

(Responses reflect the coverages offered by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company)

A. Limits YES NO

1. Aggregate Limit $\_\_\_\_\_\_\_\_\_

2. Each Event Limit $\_\_\_\_\_\_\_\_\_

3. Each Person Limit $\_\_\_\_\_\_\_\_\_

4. Do the payments for violent event claims erode the General

Liability policy’s annual aggregate limit? \_\_\_\_ \_\_\_\_

5. Supplemental Coverages DAYS LIMIT

a. Group counseling services expense \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

b. Public relations and media/communication \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

c. Security services expense \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_

d. Are the limits for supplemental coverages provided in

addition to the Each Event limit above? \_\_\_\_ \_\_\_\_

B. Coverage Specifications

1. Are the following covered as insureds:

a. School District? \_\_\_\_ \_\_\_\_

b. Volunteer workers and employees? \_\_\_\_ \_\_\_\_

c. Trustees or members of boards or commissions? \_\_\_\_ \_\_\_\_

d. Teaching assistants or student teachers? \_\_\_\_ \_\_\_\_

e. Students? \_\_\_\_ \_\_\_\_

f. Parent support groups and their members, if authorized by SD \_\_\_\_ \_\_\_\_

g. Newly acquired or formed organizations, other than

partnership, joint venture or LLC over which you maintain

ownership or majority interest? \_\_\_\_ \_\_\_\_

2. Do response expenses include: YES NO

a. Additional expense to transport students to/from

substitute premises for up to 30 days after event? \_\_\_\_\_ \_\_\_\_\_

b. Wages of temporary personnel hired to replace employees

who sustained serious bodily injury during event for up to

30 days after event? \_\_\_\_\_ \_\_\_\_\_

c. Public relations consultant and related media and

communication costs? \_\_\_\_\_ \_\_\_\_\_

d. Rental of comparable substitute premises for up to 30 days

after event? \_\_\_\_\_ \_\_\_\_\_

e. Death benefits?

f. Medical expenses?

g. Personal counseling services for an insured who has

sustained serious bodily injury or was held as a hostage? \_\_\_\_\_ \_\_\_\_\_

h. Personal counseling services for the immediate family

of an insured who has sustained serious bodily injury or \_\_\_\_\_ \_\_\_\_\_

was held as a hostage?

i. Group counseling services? \_\_\_\_\_ \_\_\_\_\_

j. Funeral expenses?

k. Loss of income?

l. Security services?

3. Does the definition of “loss” include funeral expenses and

death benefits with no sublimit? \_\_\_\_\_ \_\_\_\_\_

4. Does the definition of “loss of income” mean actual loss

of gross income? \_\_\_\_\_ \_\_\_\_\_

**XIII. This Proposal Form has been completed and all questions answered by:**

Agent Name (Please Print)

Agent Signature

Company

Date