



# Conserve-A-Nation<sup>®</sup>

*Insuring a Nation's Future*

*THANK YOU* for your interest in the Conserve-A-Nation<sup>®</sup> Insurance Program for Nonprofits. Our coverages are designed with the needs of the conservation world in mind and our team of dedicated specialists work with more land trusts, watershed councils, conservancies, wildlife refuge associations and habitat protection organizations than any broker in the country. We look forward to providing your nonprofit organization with the superior level of trust, service and expertise that our conservation clients nationwide have come to expect.

May 28, 2026

**Friends of Mill Creek Association Incorporated**



Meghan A. Mullee | First Vice President  
703.547.6292 | [mmullee@alliant.com](mailto:mmullee@alliant.com)

# Conserve-A-Nation®

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## COMMERCIAL PACKAGE POLICY

**Insurance Company:** Federal Insurance Company (Chubb)  
**Policy Number:** TBD  
**Policy Term:** TBD

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### Premises Summary

1) 202 LEE ST, RIPLEY (JACKSON COUNTY), WV 25271

### General Liability Limits

|                                         |                                  |
|-----------------------------------------|----------------------------------|
| General Aggregate Limit                 | \$2,000,000                      |
| Products-Completed Operations Aggregate | subject to the General Aggregate |
| Personal & Advertising Injury Limit     | \$1,000,000                      |
| Each Occurrence Limit                   | \$1,000,000                      |
| Medical Expense Limit                   | \$ 10,000                        |
| Damage to Premises Rented to You        | \$1,000,000                      |

**Non-Owned & Hired Car Liability:** \$1,000,000 Each Occurrence

Hired Car State: WV

### Rating Basis:

*Premises/Operations*

|                                                                            |                       |
|----------------------------------------------------------------------------|-----------------------|
| Clubs., Social-No Bldgs/Prem<br>Owned/Leased Except (NPF) Conserv-A-Nation | 150 Number of Persons |
|----------------------------------------------------------------------------|-----------------------|

|                                                   |         |
|---------------------------------------------------|---------|
| Vacant Land – Management Acres – Conserv-A-Nation | 22 Acre |
|---------------------------------------------------|---------|

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## Policy Forms

|            |       |                                                                                                                                                                                                                                                                                                                                        |
|------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80-02-6541 | 03-05 | Condition - Premium Audit                                                                                                                                                                                                                                                                                                              |
| 80-02-6566 | 04-04 | Exclusion - Asbestos                                                                                                                                                                                                                                                                                                                   |
| 80-02-2367 | 05-07 | Additional Insured-Scheduled Person or Organization                                                                                                                                                                                                                                                                                    |
| 80-02-0010 | 04-94 | Liability Declarations                                                                                                                                                                                                                                                                                                                 |
| 80-02-0155 | 10-23 | Exclusion-Perfluoroalkyl & Polyfluoroalkyl (PFAS)                                                                                                                                                                                                                                                                                      |
| 80-02-0445 | 06-23 | Exclusion - Violation of Laws Address. Data Privacy                                                                                                                                                                                                                                                                                    |
| 80-02-2000 | 04-01 | General Liability                                                                                                                                                                                                                                                                                                                      |
| 80-02-2010 | 04-94 | Non-Owned And Hired Car Liability                                                                                                                                                                                                                                                                                                      |
| 80-02-2301 | 04-01 | Additional Insured - Club Members                                                                                                                                                                                                                                                                                                      |
| 80-02-2658 | 04-01 | Exclusion – Privacy                                                                                                                                                                                                                                                                                                                    |
| 80-02-6403 | 01-15 | Cap On Certified Terrorism Losses                                                                                                                                                                                                                                                                                                      |
| 80-02-6420 | 02-08 | Exclusion - Scheduled Activity, Contract, Event, Premises, Product, Service or Work<br>Exclusion for Any of the Following Events Where Attendance is more Than 1,000:<br>Meetings and Seminars<br>Picnics and Dinners<br>Festivals and Concerts<br>Bike Races and Treks<br>Foot Races and Treks<br>Golf Tournaments<br>Silent Auctions |
| 80-02-6428 | 08-04 | Exclusion-Professional Liability, Total                                                                                                                                                                                                                                                                                                |
| 80-02-6528 | 06-23 | Exclusion - Recordng/Distrib Materl/Info Viol Of Law                                                                                                                                                                                                                                                                                   |
| 80-02-8282 | 07-09 | Exclusion - Aircraft, Autos or Watercraft, Except Owned Watercraft – Scheduled<br>All Watercraft Provided That It:<br>1. Is Less Than Twenty-Five (25) Feet Long<br>2. Does Not Transport Persons or Cargo for a Charge<br>3. Is Used with Your Permission                                                                             |
| 80-02-8290 | 05-10 | Exclusion - Intellectual Property Laws Or Rights                                                                                                                                                                                                                                                                                       |
| 80-02-8327 | 04-12 | Exclusion - Abuse Molestation-Actual Alleged Threat                                                                                                                                                                                                                                                                                    |
| 80-02-8422 | 04-12 | Exclusion - Pollution                                                                                                                                                                                                                                                                                                                  |
| 80-02-8423 | 04-12 | Exclusion - Loss of Use Electronic Data                                                                                                                                                                                                                                                                                                |
| 80-02-8425 | 01-14 | Exclusion - Alcoholic Beverage Type Businesses                                                                                                                                                                                                                                                                                         |
| 80-02-8559 | 06-23 | Exclusion - Access to or Disclosure of Confidential or Personal Information - Advertising Injury / Personal Injury                                                                                                                                                                                                                     |
| 80-02-8635 | 11-17 | Coverages - Product Withdrawal Expenses And Crisis Assistance Expenses                                                                                                                                                                                                                                                                 |
| 80-02-8636 | 11-17 | War - Exclusion                                                                                                                                                                                                                                                                                                                        |

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## Crime Insurance:

Employee Theft \$ 10,000

**Deductible:** \$ 1,000

## Policy Form

|            |       |                                                                   |
|------------|-------|-------------------------------------------------------------------|
| 80-02-0020 | 04-94 | Crime Declarations                                                |
| 80-02-3000 | 07-03 | Crime                                                             |
| 80-02-3002 | 04-22 | Social Engineering Fraud & Privacy & Data Breach Exclusions Added |

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## UMBRELLA POLICY

**Insurance Company:** Federal Insurance Company (Chubb)  
**Policy Number:** TBD  
**Policy Term:** TBD

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### Limits of Liability

|                                                       |             |
|-------------------------------------------------------|-------------|
| Excess Coverage Other Aggregate Limit (as applicable) | \$1,000,000 |
| Umbrella Coverage Aggregate Limit                     | \$1,000,000 |
| Products / Completed Operations Aggregate Limit       | Included    |
| Advertising Injury & Personal Injury Aggregate Limit  | \$1,000,000 |
| Each Occurrence Limit                                 | \$1,000,000 |

### Crisis Assistance Coverage Limit

The lesser of 3% of the "Each Occurrence Limit or \$300,000

### Underlying Coverage

#### General Liability

Federal Insurance Company (Chubb)  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
Included Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury

#### Non-Owned and Hired Auto Liability

Federal Insurance Company (Chubb)  
\$1,000,000 Each Accident

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## Policy Form

|            |       |                                                                                                                                                                                                                                                                                 |
|------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 99-10-0460 | 02-97 | Direct Bill Notice                                                                                                                                                                                                                                                              |
| 99-10-0732 | 01-15 | Important Notice to Policyholders -Terrorism Risk Insurance Act 2002                                                                                                                                                                                                            |
| 99-10-0792 | 09-04 | Important Notice – OFAC                                                                                                                                                                                                                                                         |
| 99-10-0872 | 06-07 | AOD Important Policyholder Notice                                                                                                                                                                                                                                               |
| 07-02-2267 | 02-09 | Commercial Excess and Umbrella Declarations                                                                                                                                                                                                                                     |
| 07-02-0922 | 07-01 | Schedule of Underlying Insurance                                                                                                                                                                                                                                                |
| 07-02-0815 | 07-01 | Chubb Commercial Excess & Umbrella Insurance                                                                                                                                                                                                                                    |
| 07-02-1988 | 02-04 | Compliance with Applicable Trade Sanctions                                                                                                                                                                                                                                      |
| 07-02-2440 | 12-10 | Coverage-Crisis Assistance Excess and Umbrella                                                                                                                                                                                                                                  |
| 07-02-2483 | 03-12 | Cond - Civil Unions or Domestic Partnerships                                                                                                                                                                                                                                    |
| 07-02-0826 | 07-01 | Aircraft Exclusion                                                                                                                                                                                                                                                              |
| 07-02-0837 | 07-01 | Care, Control or Custody - Policy Exclusion                                                                                                                                                                                                                                     |
| 07-02-0852 | 07-01 | Employee or Worker Injury Exclusion                                                                                                                                                                                                                                             |
| 07-02-0861 | 07-01 | Foreign Liability Exclusions/ Umbrella Coverage B Bodily Injury/Property Damage/Advertising Injury/Personal Injury                                                                                                                                                              |
| 07-02-0864 | 07-01 | Professional Services Exclusion                                                                                                                                                                                                                                                 |
| 07-02-0871 | 01-14 | Exclusion /Umbrella Coverage B - Alcoholic Beverages                                                                                                                                                                                                                            |
| 07-02-0884 | 07-01 | Personal Injury Exclusion - Coverage B                                                                                                                                                                                                                                          |
| 07-02-0885 | 07-01 | Pollution Exclusion - Excess Follow-Form Coverage A                                                                                                                                                                                                                             |
| 07-02-0890 | 07-01 | Products Completed - Coverage B Exclusion                                                                                                                                                                                                                                       |
| 07-02-1146 | 05-10 | Intellectual Property Laws or Rights                                                                                                                                                                                                                                            |
| 07-02-1552 | 07-01 | Special Events - Coverage. B Exclusion                                                                                                                                                                                                                                          |
| 07-02-1944 | 10-02 | Pol Def-Personal Injury-Privacy Eliminated                                                                                                                                                                                                                                      |
| 07-02-2184 | 01-05 | Limits-Excess Coverage Other Aggregate Limit                                                                                                                                                                                                                                    |
| 07-02-2455 | 12-10 | Crisis Assistance Service Providers                                                                                                                                                                                                                                             |
| 07-02-2741 | 03-17 | Policy Exclusion - War                                                                                                                                                                                                                                                          |
| 07-02-2861 | 06-21 | Policy Exclusion – Molestation or Abuse – Total                                                                                                                                                                                                                                 |
| 07-02-2897 | 10-23 | Policy Exclusion – Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)                                                                                                                                                                                                         |
| 07-02-2978 | 04-23 | Policy Exclusion – Violation of Laws Addressing Data Privacy                                                                                                                                                                                                                    |
| 07-02-3008 | 03-24 | Condition - Additional Benefits                                                                                                                                                                                                                                                 |
| 07-02-2172 | 06-23 | Policy Exclusion - Recording and Distribution of Material or Information in Violation of Law                                                                                                                                                                                    |
| 07-02-2853 | 04-23 | Coverage A Exclusion – Access to or Disclosure of Confidential or Personal Material or Info & Electronic Data-Related Liability with Exceptions; CoverageB Exclusion – Access to or Disclosure of Confidential or Personal Material or Info & Electronic Data-Related Liability |

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## MANAGEMENT LIABILITY ("D&O") POLICY

|                           |                                   |
|---------------------------|-----------------------------------|
| <b>Insurance Company:</b> | Federal Insurance Company (Chubb) |
| <b>Policy Number:</b>     | TBD                               |
| <b>Policy Term:</b>       | TBD                               |

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### Extended Reporting Period:

|                     |                               |
|---------------------|-------------------------------|
| Additional Period:  | 1 Year                        |
| Additional Premium: | 75% of the annualized premium |

### Shared Limit for Additional Defense Costs

Shared Limit for Additional Defense Costs: \$1,000,000

Shared Limit applies to: Directors & Officers and Entity Liability  
Employment Practices Liability

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## **Directors & Officers and Entity Liability Coverage Section for Original**

### **Limits**

|                                                        |               |
|--------------------------------------------------------|---------------|
| D&O Aggregate Limit of Liability                       | \$1,000,000   |
| Additional Limit of Liability Dedicated for Executives | Not Purchased |
| Sublimit for Member Inquiry Coverage                   | \$500,000     |
| Sublimit for Tax Matters                               | \$100,000     |
| Sublimit for Employed Lawyers                          | \$250,000     |
| Additional Limit for Defense Costs                     | \$1,000,000   |

### **Retentions**

|                                                  |         |
|--------------------------------------------------|---------|
| Insuring Clause (A) (non-indemnified individual) | None    |
| Insuring Clause (B) (indemnified individual)     | \$1,000 |
| Insuring Clause (C) (entity)                     | \$1,000 |

### **Continuity Provision(s)**

|                                   |           |
|-----------------------------------|-----------|
| Pending or Prior Proceedings Date | Inception |
|-----------------------------------|-----------|

### **Coverage Part Defense Provision(s)**

Duty to Defend by Chubb

## **Employment Practices Liability Coverage Section for Original**

### **Limits**

|                                     |             |
|-------------------------------------|-------------|
| EPL Aggregate Limit of Liability    | \$1,000,000 |
| Employment Practices Liability      | Included    |
| Third Party Liability               | Included    |
| Additional Limit for Defense Costs  | \$1,000,000 |
| Workplace Violence Expense Sublimit | \$250,000   |

### **Retentions**

|                                                                  |          |
|------------------------------------------------------------------|----------|
| Employment Practices Liability (other than Mass or Class Action) | \$25,000 |
| Third Party Liability (other than Mass or Class Action)          | \$25,000 |
| Mass or Class Action                                             | \$25,000 |

### **Continuity Provision(s)**

|                                                                  |           |
|------------------------------------------------------------------|-----------|
| Employment Practices Liability Pending or Prior Proceedings Date | Inception |
| Third Party Liability Pending or Prior Proceedings Date          | Inception |

### **Coverage Part Defense Provision(s)**

Duty to Defend by Chubb

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## Policy Form (Original)

|             |                                                                                                                 |
|-------------|-----------------------------------------------------------------------------------------------------------------|
| 10-02-1281  | (03/15) Terrorism Policyholder Disclosure Notice                                                                |
| 14-02-23030 | (05/18) Notice of Loss Control Services                                                                         |
| 99-10-0460B | (08/19) Notice to Policyholders                                                                                 |
| ALL-20887a  | (09/19) Chubb Producer Compensation Practices and Policies                                                      |
| ALL-21101   | (09/19) Trade or Economic Sanctions Notice                                                                      |
| PF-17914a   | (04/16) U.S. Treasury Departments Office of Foreign Assets Control -<br>OFAC - Advisory Notice to Policyholders |
| PF-17993a   | (04/20) Notice to Policyholders - Questions About Your Insurance                                                |
| PF-55992    | (07/21) West Virginia Amendatory Endorsement                                                                    |
| ALL-52004   | (05/20) Cap on Losses from Certified Acts of Terrorism                                                          |
| PF-55081    | (07/21) Premium Endorsement                                                                                     |
| PF-55090    | (07/21) Shared Additional Defense Costs Limit Endorsement                                                       |
| PF-55417    | (07/21) Amend Control Group for Representations/Severability Only for<br>Selected Coverage Parts Endorsement    |
| PF-55227    | (07/21) Employed Lawyers Endorsement                                                                            |
| PF-56272    | (04/22) Amend Definition of Loss Endorsement                                                                    |
| PF-370290   | (08/23) Amend Definition of Executive Endorsement                                                               |
| PF-55130    | (07/21) Workplace Violence Expenses (With Sublimit) Endorsement                                                 |
| PF-57879    | (07/23) Biometric Information Privacy Matter Exclusion Endorsement                                              |

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## VOLUNTEER WORKERS ACCIDENT POLICY

**Insurance Company:** Federal Insurance Company (Chubb)  
**Policy Number:** TBD  
**Policy Term:** TBD

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**Insured Persons:** All Volunteers of the Policyholder

**Rating Basis:** 12 Volunteers

**Hazards:** Volunteer Duties

Volunteer Duties Hazard means circumstances arising from and occurring while an Insured Person is:

1. Participating in volunteer duties pursuant to a formal program supervised by the Policyholder whether on or off premises; or
2. Traveling directly to and from such volunteer duties.

**Accidental Death & Dismemberment Principal Sum:** \$ 225,000

**Accidental Medical Expense Maximum Benefit Amount:** \$ 25,000

**Aggregate Limit of Insurance:** \$1,500,000

### Select Policy Form Exclusions:

- Owned/Leased/Operated Aircraft
- Aircraft Pilot/Crew
- Disease or Illness
- Incarceration
- Intoxication
- Narcotics
- Suicide or Intentional Injury
- War
- Service in the Armed Forces
- Trade Sanctions

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## PREMIUM SUMMARY

All premiums shown are quoted as annual sums and are valid for 30 days unless otherwise noted.

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|                      |    |       |
|----------------------|----|-------|
| COMMERCIAL PACKAGE   | \$ | 726   |
| UMBRELLA LIABILITY   | \$ | 622   |
| DIRECTORS & OFFICERS | \$ | 1,143 |
| VOLUNTEER ACCIDENT   | \$ | 219   |

### CONTINGENCIES TO BIND:

- All coverages quoted in this proposal are subject to currently signed and dated applications and a statement of no losses at time of binding.

### NOTES:

- \$2MM Umbrella is available for \$1,140 annual premium.

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## Acknowledgement of Coverages Quoted

Organization: Friends of Mill Creek Association Incorporated

Date of Proposal: 5/28/2026

We have reviewed the proposal presented by Alliant to include the terms and conditions of the coverages presented. We are requesting the following:

| Coverage Line         | Bind Coverage | Decline Coverage | Decision Postponed |
|-----------------------|---------------|------------------|--------------------|
| Commercial Package    |               |                  |                    |
| Umbrella Liability    |               |                  |                    |
| Director's & Officers |               |                  |                    |
| Volunteer Accident    |               |                  |                    |
|                       |               |                  |                    |
|                       |               |                  |                    |
|                       |               |                  |                    |
|                       |               |                  |                    |
|                       |               |                  |                    |

*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 Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed / Typed Name

**THIS FORM IS DUE WITHIN 30 DAYS OF RECEIPT OF  
THE PROPOSAL.**

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

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## **IMPORTANT NOTICE TO POLICYHOLDER TERRORISM RISK INSURANCE ACT**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury 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 an air carrier or vessel 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 the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is:  
*See policies for details.*

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## LEGAL NOTICE:

This proposal is for information purposes only and does not amend, extend or alter the policy in any way. Please refer to the policy form for completed coverage and exclusion information.

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.alliantinsurance.com](http://www.alliantinsurance.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).

To learn more about companies doing business in your state, visit the Department of Insurance website of that state.

## 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.

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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.

### 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.

### Claims Made Policy:

*(Applicable to any coverage that is identified as claims made)*

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

## Other Disclosures / Disclaimers - Continued

### Claims Made Policy (D&O/EPL)

*(Applicable to any coverage that is identified as claims made)*

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### 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.

### 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 states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- 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 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 certificate holder.
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- 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 of insurance, you may be required to name your client or customer on your policy as an additional insured. 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.

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**Shown above are the disclosures / disclaimers that are attached to all Property & Casualty insurance proposals. Please acknowledge receipt and review.**

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**Signature**

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**Date**

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**Title**

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**Printed / Typed Name**