

MASIT

MAS Insurance Trust

Quote Proposal

Coverage Period:

April 1, 2018

To

April 1, 2019

Presented To:

Madison County Board of Supervisors

P.O. Box 608

Canton, MS 39046

Madison County Board of Supervisors
P.O. Box 608
Canton, MS 39046

Contract Number: MAD2018
Effective Date: 4/1/2018
Expiration Date: 4/1/2019

PROPERTY COVERAGES

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below and then only at the premises location for which a value for such coverage or property is shown on the Statement of Values, or subsequently reported to and insured by us. MASIT also offers a wide array of sublimits tailored to meet the unique coverage needs of Mississippi counties.

Coinsurance does NOT apply to Blanket Coverages.
 Replacement Cost applies to covered property unless stated differently in the quote
 Replacement Cost means the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation.

	Limits	Deductibles	Annual Contribution
I. Property Pool Limit - per occurrence	\$1,000,000,000	\$10,000	\$94,818
Earthquake - Per Occurrence and Aggregate	\$125,000,000	\$10,000	Included
Earthquake - New Madrid - Per Occurrence and Aggregate	\$75,000,000	\$10,000	Included
Flood - Non-SFHA - Per Occurrence and Aggregate	\$125,000,000	\$10,000	Included
Flood - SFHA - Per Occurrence and Aggregate	\$10,000,000	\$10,000	Included
County Limit - per occurrence			
Electronic Data Processing Equipment	Included	\$10,000	Included
Electronic Data Processing Media	\$2,500,000	\$10,000	Included
Extra Expense	\$2,500,000	\$10,000	Included
Increased Cost of Construction	\$25,000,000	\$10,000	Included
Accounts Receivable	\$2,500,000	\$10,000	Included
Valuable Papers and Records	\$2,500,000	\$10,000	Included
Newly Acquired	\$2,500,000	\$10,000	Included
Mobile Equipment	ACV or RCV	\$2,500	Included
Fine Arts	\$1,000,000	\$10,000	Included
Property in Transit	\$2,500,000	\$10,000	Included
Debris Removal	Greater of \$2,500,000 or 25% of loss	\$10,000	Included
Course of Construction	\$2,500,000	\$10,000	Included
Equipment Breakdown Coverage	\$100,000,000	\$10,000	Included
Miscellaneous Unnamed Locations	\$2,500,000	\$10,000	Included
Errors & Omissions	\$2,500,000	\$10,000	Included
Terrorism Coverage - Certified/Non-Certified	Included	\$10,000	Included
Contingent Business Interruption/Extra Expense	\$100,000	\$10,000	Included
Decontamination Costs	\$500,000	\$10,000	Included
Deferred Payments	\$100,000	\$10,000	Included
Expediting Expense	\$500,000	\$10,000	Included
Extended Period of Indemnity	\$1,000,000	\$10,000	Included
Ingress/Egress	\$2,500,000	\$10,000	Included
Interruption by Civil Authority	\$2,500,000	\$10,000	Included
Landscaping	\$100,000 (\$15,000 any one tree/shrub)	\$10,000	Included
Leasehold Interest	\$2,500,000	\$10,000	Included
Mobile Medical Equipment	\$250,000	\$10,000	Included
Named Storm	\$50,000,000	\$10,000	Included
Professional Fees	\$100,000	\$10,000	Included
Pollutant Cleanup	\$100,000	\$10,000	Included
Service Interruption	\$2,500,000	\$10,000	Included
Tax Treatment of Profits	\$100,000	\$10,000	Included
Temporary Removal	Included	\$10,000	Included
Unmanned Aerial Systems	As Scheduled	\$10,000	Included
Unscheduled Contingent Tax Revenue Interruption	\$100,000	\$10,000	Included
Unscheduled Tunnels, Bridges, Runways, and Dams	\$250,000	\$10,000	Included
Upgrade to Green	up to \$1,000,000	\$10,000	Included
Watercraft	\$1,500,000 (\$250,000 any one)	\$10,000	Included
Wharfs, Piers, Docks, Pilings, and Bulkheads	\$1,000,000 (\$500,000 any one location)	\$10,000	Included
Leased, Borrowed and Rented Equipment	\$250,000	\$2,500	Included

II. Crime

Employee Dishonesty	\$100,000	\$2,500	Included
Forgery or Alteration	\$100,000	\$2,500	Included
Money and Securities, Inside and outside	\$100,000	\$2,500	Included
Computer Fraud	\$100,000	\$2,500	Included
Social Engineering Fraud	\$100,000	\$25,000	Included

LIABILITY COVERAGES

III. General Liability

What is Covered?

This coverage is designed to cover the premises and operations exposures of the county insured. It covers amounts any county is legally required to pay as damages for covered injury or damage that results from an occurrence, including, but not limited to

- Reasonable Force Property Damage
- Owned Watercraft Less Than 52 Feet
- Damage to Premises Rented to You
- Good Samaritan Services Coverage
- Host Liquor Liability
- Unintentional Omission
- Knowledge and Notice of Occurrence or Offense
- Blanket Waiver of Subrogation

Who is Covered?

Public Entity	Owners, Managers or Lessors of Premises
Elected or Appointed Officials	Lessors of Equipment
Board Members	Watercraft Users
Employees and Volunteer Workers	VFD's if Authorized by County & Exposures Provided

Your Law Enforcement Activities or Operations, including jail premises and operations, are included if selected and purchased

Law Enforcement Liability is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any county is legally required to pay as damages for covered bodily injury, property damage or personal injury that results from the conduct of law enforcement-related activities of you law enforcement agency and its employees in the course and scope of their employment and is caused by a wrongful act. Wrongful act is defined as any act, error or omission and includes but is not limited to, coverage for the following

- Bodily Injury, Personal Injury and Property Damage
- Mental Anguish, Emotional Distress, Humiliation
- Authorized Moonlighting
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Canine and Equine Exposures
- Mutual Aid Agreements
- Violation of Civil Rights protected under any federal, state or local law

Other

- Pay on Behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent
- All claims involving use of an automobile are subject to the automobile insuring agreement

	Limits	Deductibles	Annual Contribution
A. Bodily Injury and Property Damage.			
per occurrence	\$500,000	\$0	\$41,922
per occurrence not subject to Tort Claims Act	\$1,000,000		Included
B. Personal Injury	\$500,000		Included
C. Employee Benefits Injury	\$500,000		Included
Employee Benefits Injury Retroactive Date:	7/1/1993		Included
D. Products/Completed Operations	\$500,000		Included
E. Law Enforcement Liability	\$1,000,000	\$25,000	\$125,121
Claims Made Retro Date: 11/10/1986			
Law Enforcement Annual Aggregate	\$2,000,000		Included
F. Fire Legal Liability	\$500,000		Included
G. Medical Payments per occurrence	\$5,000		Included
Medical Payments Annual Aggregate	\$50,000		Included
H. Sexual Abuse and Molestation (Per Occurrence and Annual Aggregate)	\$1,000,000		Included

LIABILITY COVERAGES (CONT.)

IV. Public Officials Errors & Omissions Liability and Employment Practices Liability

This coverage is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) an county is legally required to pay for a covered loss that results from the conduct of duties by or for a public entity or its board: and that is caused by a wrongful act. Wrongful act is defined as any act, error or omission and includes any wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination; wrongful termination; harassment; retaliatory action; wrongful discipline; wrongful hiring; supervision; demotion or failure to promote; and employment-related misrepresentation, defamation, libel, slander, disparagement, and invasion of privacy

Who is Covered?

Public Entity	Employees (including employees of the county's boards)
Board Members	Elected and Appointed Officials, Executive Officers & Directors
Authorized Volunteer Workers	

Other

- Pay on Behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent
- No Exclusion for Architects, Engineers or Lawyers who are county employees and not independent contractor
- Non-Pecuniary Damages - Cost of defense up to the stated limit for covered activities when relief sought is injunctive and no for monetary damages

	Limits	Deductibles	Annual Contribution
A. Wrongful Acts Coverage - Per Claim	\$2,000,000	\$10,000	\$70,029
Annual Aggregate	\$4,000,000		
B. Non Pecuniary Defense Reimbursement			Included
Per Claim	\$100,000	\$25,000	
Annual Aggregate	\$100,000		
Public Officials Errors & Omissions Liability Retroactive Date:	7/1/1993		
\$1,000,000 Excess of \$1,000,000 limit Retroactive date:	4/1/2017		

V. Automobile Coverage

This coverage is designed to cover amounts any county is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from an accident that also causes bodily injury or property. Coverage also applies for physical damage to covered autos if coverage is selected and purchased

Who is Covered?

Public Entity	Any Permitted User
Elected or Appointed Officials	Authorized Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

	Limits	Deductibles	Annual Contribution
A. Each Accident	\$500,000	\$0	\$110,355
B. Each accident not subject to Tort Claims Act	\$1,000,000		Included
C. Garagekeepers Legal Liability	\$75,000	\$1,000	Included
D. Medical Payments	Not Covered		Not Covered
E. Uninsured/Underinsured Motorists	Not Covered		Not Covered
F. Hired Car Physical Damage	\$75,000	\$1,000	Included
G. Vehicle Physical Damage (scheduled vehicles)	Actual Cash Value	\$1,000	\$89,786
H. Windshield Damage	Replacement Cost	\$250	Included

VI. Cyber Coverage (Claims Made Coverage)

	Limits	Deductibles	Annual Contribution
Third Party Liability Annual Aggregate	\$1,000,000	\$10,000	\$4,123
First Party Mitigation/Privacy Response Expenses Annual Aggregate	\$500,000	\$10,000	Included
Regulatory Proceedings, Penalties and Expenses Annual Aggregate	\$250,000	\$10,000	Included
Retrodate	7/1/2014		

Additional Coverage

	Limits	Deductibles	Annual Contribution
Death Benefit Per Employee	\$10,000		Included
Annual Aggregate	\$100,000		Included

VII. Exposure Rating Base

A. Total Insured Value (Includes Mobile Equipment/Inland Marine)	\$50,748,484
B. # Employees	436
C. Full Time Law Enforcement Officers	125
D. # Autos	202
E. Auto Physical Damage Value	\$10,671,905

Stated Values and Historical Reproduction Cost Valuation for the following locations as requested:

Option to Replace III. E. Law Enforcement Liability:	Limits	Deductibles	Annual Contribution
Law Enforcement Liability Claims Made Retro Date: 11/10/1986	\$2,000,000	\$25,000	\$160,871
Law Enforcement Annual Aggregate	\$4,000,000		Included
\$1,000,000 Excess of \$1,000,000 limit Retroactive date: 4/1/2018			

Total Contribution * **\$536,153**

Limits and deductibles for all coverages are standard under the MASIT program. Optional limits and deductibles are available - please contact Renada Skannal at rskannal@massup.org. This quotation includes 10% agent commission.

THE MISSISSIPPI ASSOCIATION OF SUPERVISORS

NOTICE TO BIND

*To bind coverage, indicate your coverage selection by marking the appropriate box below and signing where indicated.
Return via email to Renada Skannal at rskannal@massup.org*

Madison County Board of Supervisors

<u>Coverage Summary</u>	<u>Annual Contribution</u>
I. Property Limit (incl. Auto Phys. Dmg.) - per occurrence Equipment Breakdown Coverage	\$184,604 Included
II. Crime	Included
III. General Liability (Including Law Enforcement Liability)	\$167,043
IV. Public Officials Errors & Omissions Liability	\$70,029
V. Automobile Coverage	\$110,355
VI. Cyber Risk (OPTIONAL)	\$4,123
Total Contribution	\$536,153
Total Contribution with Increased LEL Option: \$571,904	

Please indicate your choice below:

- Casualty Only (III., IV., and V.) _____
- Property Only (I., and II.) _____
- Casualty and Property (I. - V.) _____
- Cyber Risk (VI.) _____
- Increased Law Enforcement Liability _____

I hereby acknowledge all selections and rejections contained herein.

Board President _____

Printed Name _____

Position _____

Date _____

MASIT

MAS Insurance Trust

Miss. Code Ann. §83-11-101 provides that no automobile liability insurance policy shall be issued unless it contains provisions undertaking to pay the insured all sums which the insured shall become legally entitled to recover as damages for (1) bodily injury or death and (2) property damage from the owner or operator of an uninsured motor vehicle, within limits which shall be no less than those set forth in the Mississippi Motor Vehicle Safety Responsibility Law, as amended, under provisions approved by the Commissioner of Insurance.

The Code also provides that the named insured in the policy is permitted to reject such coverage in writing, either in its entirety or partially, that is, the damage for bodily injury or death and the property damage coverage may be rejected or the property damage only may be rejected. The law does not allow you to reject the damage for bodily injury or death and elect only the property damage coverage.

Uninsured Motorist ("UM") insurance is recoverable by you under your liability insurance policy should the owner or operator of an uninsured or underinsured vehicle be found to be legally at fault for injuries or damages sustained by that person. Your rejection of UM insurance would mean that the county would not be covered by its insurance company for damages sustained by it from an owner or operator of an uninsured or underinsured vehicle. The selection or rejection of this coverage in whole or in part should be made by you after knowingly and intelligently considering the matter.

The rejection/selection indicated below shall apply to this policy and all future renewals of such policy. The rejection or selection indicated below shall also apply to all future policies issued to you by this Company because of a change of vehicle or coverage, or because of an interruption of coverage, until you notify MASIT if it is your intention to change the coverage requirements.

To be certain that your policy is issued correctly, please indicate your choice of the options available by checking your selection, then sign and date this form as an acknowledgement of your choice.

The undersigned insured(s) make the following choice(s):

- I hereby reject Uninsured Motorist Coverage for both bodily injury and property damage.
- I hereby reject only the property damage of Uninsured Motorist Coverage.
- I hereby select only the following Uninsured Motorist Coverage limit of liability:

Single Limit of Liability
\$ Not Covered each accident

I hereby warrant, by my signature below, that I have specific authority by any corporation or other party named as a name insured to select or reject uninsured motorist coverage in behalf of the corporation or other party for whom this selection is made.

Signature of Name Insured

Policy Number _____ Date _____