



Insurance | Risk Management | Consulting

April 1, 2024

Town of Munster  
1005 Ridge Road  
Munster, IN 46321  
Attn: Tricia Abbott

Re: Environmental Liability  
Beazley - Policy # W26D5B190101  
Policy Effective: 04/20/2024 to 04/20/2029

Dear Wendy:

Your Environmental Liability policy will be renewing shortly. Attached is our quotation for Environmental Liability coverage. We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.
- The insurance carrier is Beazley / Syndicate 3623 at Lloyd's.
- The renewal premium is: \$120,932.00 Full 5 year term
  - Surplus Lines Tax \$ 3,023.00
  - Total Premium \$123,955.00
  - Plus Optional TRIA Premium: \$1,209.32You will receive an invoice from our office at time of binding.
- The premium is subject to deposit premium of 25%
- The premium is based upon number of tanks and is not auditable.
- Defense costs are addition to the policy limits.
- Significant policy exclusions include but are not limited to the following:
  - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.) - NMA1256
  - Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.) - NMA1477
  - War and Terrorism Exclusion Endorsement - NMA2918
  - Landfill Exclusions – Location Specific - E14249 122022 ed.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
  1. Retroactive Date:
    - I.B.1. - Existing Pollution Conditions – (BI/PD and Cleanup) and I.B.2. - Existing Pollution Conditions – 1st Party Discovery:
      - 508 Fisher Street, Munster, IN 46321: 10/14/2014
      - 9701 Calumet, Munster, IN 46321: 04/20/2009

Arthur J Gallagher Risk Management Services, LLC  
AJG License Nos. IL 100292093 / CA 0D69293



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- I.C. - Transportation:
    - 508 Fisher Street, Munster, IN 46321: 10/14/2014
    - 9701 Calumet, Munster, IN 46321: 04/20/2009
  - I.D. - Non-Owned Location:
    - 508 Fisher Street, Munster, IN 46321: 10/14/2014
    - 9701 Calumet, Munster, IN 46321: 04/20/2009
  - Underground Storage Tanks:
    - 508 Fisher Street, Munster, IN 46321: 10/14/2010
  - 1. Definition of claim: Claim" means: 1. a written demand received by an Insured for money or services or alleging liability or responsibility, including, but not limited to, the service of suit or institution of arbitration proceedings; or 2. a court or government agency order or government or regulatory action filed against the Insured.
  - 2. Incident or Claim Reporting Provision: Refer to attached quote page 3, Terms & Conditions.
- Immediately report all claims to:  
Direct Reporting:  
Beazley USA Services, Inc.  
30 Batterson Park Road  
Farmington, CT 06032  
Attn: Claims  
Tel: (860) 677-3700  
Fax: (860) 679-0247  
Or by email: [claims@beazley.com](mailto:claims@beazley.com)  
Gallagher Reporting:
    - 1. Email: [GGB.NRCCClaimsCenter@ajg.com](mailto:GGB.NRCCClaimsCenter@ajg.com)
    - 2. Phone: 855-497-0578
    - 3. Fax: 225-663-3224
  - Gallagher is responsible for the placement of the following lines of coverage: Environmental Liability, General Liability, Property, Business Auto, Crime, Workers' Compensation, Builder's Risk, Excess Workers' Compensation, Cyber Liability and Excess Property.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration dates. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (36) months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

**To renew this policy**, please refer to the "Client Authorization to Bind Coverage" page attached.

Note any changes you desire to be made. Date and sign. Return prior to the effective date of coverage.

1. completed, signed and dated Terrorism Form
2. Provide Installation dates for all USTs and tank tightness test results for USTs over 20 years old



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We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

*JoAnn Bonnevier*

JoAnn Bonnevier, CIC, CISR  
Client Service Director - PNP

Enclosure

### Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Environmental Liability	Syndicate 3623 at Lloyd's	Gallagher Environmental Practice	\$120,932.00	8%	9.5%

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.  
\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees. \* Gallagher is receiving \_17.5\_ % commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

## **Important Disclosures**

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

**TRIA/TRIPRA Disclaimer** – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

### **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

### ***Services***

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

### ***Treatment of Information***

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

### ***Dispute Resolution***

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

### ***Electronic Delivery***

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

### ***Miscellaneous Terms***

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Environmental Liability	Beazley/Syndicate 3623 at Lloyd's (A XV)	Quoted	Non-Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings/>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

# Town of Munster

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated April 1, 2024, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Environmental Liability Premium: \$120,932.00 Plus Surplus Lines tax
	Syndicate 3623 at Lloyd's
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA (Optional): \$1,209.32

### Other Services to Consider

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

- ☐ Gallagher STEP
- ☐ eRiskHub

### Exposures and Values

You confirm the schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

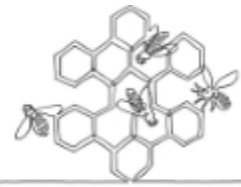
By: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



QUOTE ISSUED: 27-Mar-2024 09:33 PM This Quote will remain in effect until 27-Apr-2024.

Arthur J. Gallagher Risk Management Services - Chicago, IL  
Anthony Lehnen  
300 South Riverside Plaza  
Ste 1500  
Chicago, IL 60606-6698

## QUOTE

Renewal of: W26D5B190101

Re: Town of Munster  
**Beazley ECLIPSE**  
**ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)**  
**Covered Location Pollution Liability Quotation #1**

Dear Anthony,

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote, subject to receipt, review and written acceptance of the following information:

1. Installation dates for all USTs and tank tightness test results for USTs over 20 years old
2. List of covered locations where there are or have ever been any of the following onsite operations: firing range or fire response training
3. List of covered locations acquired since 4/20/2019
4. A currently signed and dated completed Terrorism Form (TRIA)

We are a specialist insurer with more than three decades of experience in providing clients with the highest standards of underwriting and claims service worldwide. All our insurance businesses are rated A (Excellent) by A.M. Best.

Insurer: Syndicate 3623 at Lloyd's. (Non-Admitted)

Policy Form: Beazley ECLIPSE - F00738 102019 ed.

First Named Insured: Town of Munster  
Address: 1005 Ridge Road  
Munster, IN 46321

Policy Period: From: TBD To: TBD  
Both dates at 12:01 AM Local Time at the First Named Insured's Address

Commission: 17.50%

This quote is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to discovery of any pollution condition, notice of any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

INSURED: Town of Munster

This quote will remain in effect until 27-Apr-2024.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

Miles Foxworth

**BEAZLEY GROUP**

333 West Wacker Drive

Chicago, IL 60606

t: 312-476-6239

e: miles.foxworth@beazley.com

INSURED: Town of Munster

This quote will remain in effect until 27-Apr-2024.

Each Pollution Condition Limit	Aggregate Limit for the Policy Period	Each Pollution Condition Deductible	Premium	Term (Years)
\$10,000,000	\$10,000,000	\$100,000	\$120,932	5

**Policyholder Disclosure Notice of Terrorism Insurance Coverage (Endorsement Attached):**

This policy provides coverage for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. This optional coverage may be elected at an additional charge at the time of binding as outlined in the Terms and Conditions. If this coverage is elected, an additional premium will be charged and an endorsement providing this coverage will be added to the policy. If this coverage is rejected, an endorsement rejecting this coverage will be added to the policy.

Coverage	Coverage Provided?
I.A.1. New Pollution Conditions – (BI/PD and Cleanup)	Yes
I.A.2. New Pollution Conditions – 1st Party Discovery	Yes
I.B.1. Existing Pollution Conditions – (BI/PD and Cleanup)	Yes
I.B.2. Existing Pollution Conditions – 1st Party Discovery	Yes
I.C. Transportation	Yes
I.D. Non-Owned Location	Yes
I.E. Crisis and Reputation Management Expense	Yes
I.F. Business Interruption Costs	Yes

**Terms and Conditions:**

Period of Restoration:	365 Days
I.F. Deductible Period:	3 Days
Retroactive Date – I.B.:	January 1, 2015
Retroactive Date – I.C.:	January 1, 2015
Retroactive Date – I.D.:	January 1, 2015
Additional Claims Expenses Limit:	\$2,500,000
Crisis and Reputation Expenses Coverage Each Pollution Condition Sublimit:	\$250,000
Length of Optional Extension Period:	36 Months
Premium for Optional Extension Period:	200% of the premium for the Policy Period
TRIA - (if elected):	1% (not included in quoted Premium)
Choice of Law:	Indiana

INSURED: Town of Munster

This quote will remain in effect until 27-Apr-2024.

**Scheduled Covered Location(s):**

This quote provides coverage for the following scheduled Covered Location(s):

Address	City	State	Zip Code	Use
1001-1007 Ridge Rd.	Munster	IN	46321	Town Hall
550 Fisher Street	Munster	IN	46321	fire station 2
550 Fisher Street	Munster	IN	46321	Storage
8103 Calumet Ave.	Munster	IN	46321	Pump Sta
Calumet Avenue	Munster	IN	46321	Back-up Generator
530 Fisher Street	Munster	IN	46321	Maintenance Garage
530 Fisher Street	Munster	IN	46321	Salt Storage
530 Fisher Street	Munster	IN	46321	Public Works
River Bend Road	Munster	IN	46321	Water Tank (2) (2.0) & (6.0) million gallon
River Bend & Jackson	Munster	IN	46321	Underground Control Vault/pump station
River Bend Road				ADDED
R8102 Calumet Avenue	Munster	IN	46321	Water Tank (2 @ 500,000 each)
R1020 Ridge Rd.	Munster	IN	46321	Elev Water Tank
400 Blk. of Superior	Munster	IN	46321	Elev Water Tank
10139 Burlwood Dr.	Munster	IN	46321	Shelter/ Playground
8201 Tapper Avenue	Munster	IN	46321	Playground/Shelter/Tennis (3) Backstop
9747 Twin Creek Blvd	Munster	IN	46321	Shelter/Equip/Backstop/ Basketball Court
1700 Inner Circle	Munster	IN	46321	Playground/CRT/basketball backstop
1900 Holly Lane	Munster	IN	46321	Playground/Shelter/Tennis (3)/ 2 baseball backstops
1101 Frans-Lin Pkwy	Munster	IN	46321	Pavilion/Playground / Track / Ballfields/Volleyball (2) / Tennis (3)
7800 Hohman Avenue	Munster	IN	46321	Park / shelter
1051 Ridge Road	Munster	IN	46321	Artwork
8601 Calumet Avenue	Munster	IN	46321	Park

8601 Calument Ave				Admissions Building
8601 Calument Ave				Concessions Office #2
8731 Lions Club	Munster	IN	46321	Social Ctr
8601 Calumet Avenue	Munster	IN	46321	Warm Hut
8601 Calumet Avenue	Munster	IN	46321	Open Shelter - (Lions)
8601 Calumet Avenue	Munster	IN	46321	WEST Press Box/Garage (Little League)
8601 Calumet Avenue	Munster	IN	46321	Garage STORAGE/Mechanical Room
8601 Calumet Avenue	Munster	IN	46321	Softball Garage
8601 Calumet Avenue	Munster	IN	46321	fence/lights
8601 Calumet Avenue	Munster	IN	46321	Storage (Babe Ruth)
8601 Calumet Avenue	Munster	IN	46321	GAZEBO
8601 Calumet Avenue	Munster	IN	46321	(Babe Ruth) NORTH REPLACED WITH PRESS BOX/RESTROOM
8601 Calumet Avenue	Munster	IN	46320	Playground
8601 Calumet Avenue	Munster	IN	46321	Batting Cages (5)
8601 Calumet Avenue	Munster	In	46321	Rotary Shelter
8601 Calumet Avenue	Munster	IN	46321	Skate Park Equipment
8601 Calumet Avenue	Munster	IN	46321	Sign at entrance WEST
8601 Calumet Avenue	Munster	IN	46321	Playground
8601 Calumet Avenue				Dugout
8601 Calumet Avenue	Munster	IN	46321	Press Box/Restroom WEST Men's Changing?
8601 Calumet Avenue	Munster	IN	46321	Maintenance Building
8601 Calumet Avenue	Munster	IN	46321	Press box/Restroom
8601 Calumet Avenue	Munster	IN	46321	Softball Field A
8601 Calumet Avenue	Munster	IN	46321	Softball Field B
8601 Calumet Avenue	Munster	IN	46321	Softball Field C
8601 Calumet Avenue	Munster	IN	46321	Softball Field D
8601 Calumet Avenue	Munster	IN	46321	Little League Field A
8601 Calumet Avenue	Munster	IN	46321	Little League Field B

8601 Calumet Avenue	Munster	IN	46321	Little League Field C
8601 Calumet Avenue	Munster	IN	46321	Little League Field D
8601 Calumet Avenue	Munster	IN	46321	SAND VOLLEYBALL
8601 Calumet Avenue	Munster	IN	46321	Batting Cages (8)
8601 Calumet Avenue	Munster	IN	46321	Concession Stand
8601 Calumet Avenue	Munster	IN	46321	Site Lighting
8601 Calumet Avenue	Munster	IN	46321	Pavilion/playground/tennis (2) basketball (1) Baseball (2)
8601 Calumet Avenue	Munster	IN	46321	Pavilion / playground
8601 Calumet Avenue	Munster	IN	46321	Playground / swing
8101 Beech Avenue	Munster	IN	46321	
1600 Fran-Lin Pkwy	Munster	IN	46321	PLGRD/GAZ/BB.CT / backstop
209 Timrick	Munster	IN	46321	Underpass
213 Timrick Drive	Munster	IN	46321	Streetlights
10299 Fox Run	Munster	IN	46321	SIGN & LIGHTS
Broadmoor & Manor	Munster	IN	46321	Museum/office/windmill/ SHED
	Munster	IN	46321	Pavilion
8601 Calumet Avenue	Munster	IN	46321	Water Pump
1154 Ridge Rd	Munster	IN	46321	Bridge
1154 Ridge Rd	Munster	IN	46321	Bridge/playground/fencing
River Bend & Hohman	Munster	IN	46321	Pavilion/basketball/backstop
10299 Fox Run	Munster	IN	46321	TRANSIT
9700 White Oak Ave	Munster	IN	46321	Extra Exp
9700 White Oak Ave	Munster	IN	46321	Vehicles
8837 Community Park	Munster	IN	46321	Pavilion West
9601 Margo Ln	Munster	IN	46321	Pavilion East
Salsbury Drive	Munster	IN	46321	Playground
9701 Calumet	Munster	IN	46321	Fire Station / Maintenance Facility
9701 Calumet	Munster	IN	46321	Botanical Gardens

9701 Calumet	Munster	IN	46321	Golf Pavilion /flare
9701 Calumet	Munster	IN	46321	Street Bridge
9701 Calumet	Munster	IN	46321	Boardwalk
9701 Calumet	Munster	IN	46321	Irrigation Vault
9701 Calumet	Munster	IN	46321	Golf Course
9701 Calumet	Munster	IN	46321	Playground 2 small swings
9701 Calumet	Munster	IN	46321	Fence Adjacent to bike path
9701 Calumet	Munster	IN	46321	Golf Course Bridge
9701 Calumet	Munster	IN	46321	Pavilion Restrooms
9701 Calumet				Fitness Stepson Hill
9701 Calumet	Munster	IN	46321	Elev Water Tank
9701 Calumet	Munster	IN	46321	Office Retail
9701 Calumet	Munster	IN	46321	Office Retail
1600 blk. of Fisher	Munster	IN	46321	Warehouse and Office
9462-9482 Calumet	Munster	IN	46321	Commercial Retail and Warehouse
9352-9388 Calumet	Munster	IN	46321	Public Art Sculpture at Collision Revision
9460 Calumet	Munster	IN	46321	Public Art Sculpture at Peoples Bank
9442 Calumet	Munster	IN	46321	Public Art Sculpture at Pepsi
490 W. 45th Street	Munster	IN	46321	Public Art Sculpture at Strack & Van Til
9204 Columbia Avenue	Munster	IN	46321	Public Art Sculpture at Target
9300 Calumet Avenue	Munster	IN	46321	Public Art Sculpture at The Times
12 Ridge Road	Munster	IN	46321	Public Art Sculpture at Whole Foods
8005 Calumet Avenue	Munster	IN	46321	Public Art Sculpture at Staley/Rockwell
601 W. 45th St.	Munster	IN	46321	Public Art Sculpture at Staley/Rockwell
480 W 45th St.	Munster	IN	46321	Public Art Sculpture at Dawn Foods

333 W 45th St.	Munster	IN	46321	Public Art Sculpture at Cent.Pk - Prairie Passage
225 W 45th St.	Munster	IN	46321	Public Art Sculpture at Cent.Pk - Hands
201 W 45th St.	Munster	IN	46321	Public Art Sculpture at Cent.Pk - Togetherness
9701 Calumet	Munster	IN	46321	Public Art Sculpture at the Skate Park
9701 Calumet	Munster	IN	46321	Public Art Sculpture at Cent.Pk - Three Trees
9701 Calumet	Munster	IN	46321	Storm Water Pump Station Vault
8601 Calumet	Munster	IN	46321	Back-up Generator
9701 Calumet	Munster	IN	46321	Back-up Generator
100 Carnaby	Munster	IN	46321	Back-up Generator
White Oak	Munster	IN	46321	Back-up Generator
Baring Avenue	Munster	IN	46321	Back-up Generator
Dyer Road	Munster	IN	46321	Back-up Generator
Manor/Timrick	Munster	IN	46321	Back-up Generator
Jefferson	Munster	IN	46321	Back-up Generator
45th / Calumet	Munster	IN	46321	Back-up Generator
Superior	Munster	IN	46231	Back-up Generator
Westlake	Munster	IN	46321	Back-up Generator
Cobblestone	Munster	IN	46321	Plaza fountain, irrigation system, system control vault, tables, umbrellas
400 Ridge Road	Munster	IN	46321	playground/pavillion,tennis courts (2), backstop, drinking fountain/BASKETBALL/VOLLEYBALL
1050 Ridge Road	Munster	IN	46321	Playground

**Endorsements Effective At Inception:**

- |                      |   |
|----------------------|---|
| 1. NMA 2868 (Env)    | Lloyd's Certificate   |
| 2. SCHEDULE          | Lloyd's Security Schedule   |
| 3. E14455 122020 ed. | Cyber Acts Clarification Endorsement                                |
| 4. NMA1256           | Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.) |

INSURED: Town of Munster

This quote will remain in effect until 27-Apr-2024.

**Endorsements Effective At Inception:**

- |                       |  |
|-----------------------|--|
| 5. E06671 082020 ed.  | Policyholder Disclosure Notice of Terrorism Insurance Coverage                     |
| 6. NMA1477            | Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)               |
| 7. E06694 082020 ed.  | U.S. Terrorism Risk Insurance Act of 2002 As Amended - Not Purchased Clause        |
| 8. NMA2918            | War and Terrorism Exclusion Endorsement  |
| 9. E12451 012019 ed.  | Disclosed Document Schedule  |
| 10. E16134 072023 ed. | Amend Retroactive Dates Endorsement - Covered Location Specific (Table)            |
| 11. E14249 122022 ed. | Landfill Exclusions – Location Specific  |
| 12. E12399 022020 ed. | Other Insurance - Primary Without Right of Contribution/Excess of Microbial Matter |
| 13. E12462 012019 ed. | Additional Insured   |
| 14. E12795 012020 ed. | Broad Named Insured  |
| 15. E12412 012019 ed. | Minimum Earned Premium   |
| 16. E12388 012020 ed. | Automatic Acquisition Endorsement  |
| 17. E14105 062020 ed. | Disinfection Costs With Sublimit   |
| 18. E12433 012019 ed. | Schedule of Underground Storage Tanks  |
| 19. E15703 112022 ed. | Products Liability Exclusion Amendment   |

## CERTIFICATE PROVISIONS



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# Lloyd's Insurance

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

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SLC-3 (USA) NMA2868 (24/08/00) Printed by the Corporation of Lloyd's.

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Underwriters.** The Correspondent is not an Underwriter hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Underwriters hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
5. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
6. It is hereby understood and agreed that wherever the word 'Policy' appears herein it shall be deemed to read 'Certificate.'

**Effective date of this Endorsement: 20-Apr-2024**

**This Endorsement is attached to and forms a part of Policy Number:**

**LLOYD'S SECURITY SCHEDULE**

Syndicate 3623      100%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

Effective date of this Endorsement: 20-Apr-2024

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 3623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**CYBER ACTS CLARIFICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BEAZLEY ECLIPSE**

It is hereby understood and agreed that this Policy does not contain a specific exclusion for cyber acts or cyber incidents.

Subject to all the terms and conditions of this Policy, coverage shall be provided under this Policy for any **Pollution Condition** in connection with a cyber act or cyber incident, whether involving malicious or non-malicious events.

Nothing in this Endorsement creates coverage not otherwise provided under this Policy.



Authorized Representative

**Effective date of this Endorsement: 20-Apr-2024**

**This Endorsement is attached to and forms a part of Policy Number:**

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

**BEAZLEY ECLIPSE**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or

possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80%; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of 1% of Bound Premium.
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Lloyd's Syndicates 3623

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date