



# **Tulare Local Healthcare District**

## Proposal for Insurance Services

EFFECTIVE: 01/30/2022 - 01/30/2023

PRESENTED: 12/14/2021

## **MARSH & MCLENNAN AGENCY TEAM**

#### **CLIENT ADVOCATE**

Client Executive BRETT BUCHANAN

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#### **WORLD CLASS SERVICE TEAM**

Client Executive RACHELLE TAYLOR

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Client Manager CHEE LANGLOIS

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Property/Casualty Claims YVETTE BEAUBIEN

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Certificates CHEE LANGLOIS

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#### **SERVICING OFFICE**

San Diego 9171 Towne Centre Dr., Ste. 100

San Diego, CA 92122

Phone: (858) 457-3414 / (800) 321-4696

Fax: (858) 452-7530 www.MarshMMA.com

#### REPORT ALL CLAIMS AND CIRCUMSTANCES TO

Client Executive RACHELLE TAYLOR

E: Rachelle.Taylor@MarshMMA.com

T: 858-587-7541

#### **CARRIER SUMMARY**

INSURER	STATUS	AM B	EST	PREM	MUM	COMMENTS	POLICY FORM
FIDUCIARY LIABILITY							
Hudson Insurance Co	Admitted	Α	ΧV	\$	5,300	Quoted - Annual term	Claims-Made
Hudson Insurance Co	Admitted	Α	XV	\$	6,938	Quoted - 15mo term to expire 4/30/23	Claims-Made
Ascot				Pending		<u> </u>	
AWAC				Pending			
Chubb				Pending			
CNA				Pending			
Crum & Forester				Pending			
Erisk				Pending			
TMHCC				Pending			
RSUI				Pending			
Sompo				Pending			
CYBER LIABILITY				1 onding			
Tokio Marine HCC	Non-Admitted	A++	XV	\$	21.759	Quoted - Annual term	Claims-Made
Tokio Marine HCC	Non-Admitted	A++	XV	\$	,	Quoted - Long term to expire 7/1/23	Claims-Made
Arch	/ tallintou			Declined	00,00 т	Lack of controls	J.GJ Mado
Ascot				Declined		No response	
At Bay				Declined		No response	
\xis				Declined		Lack of MFA & Encryption	
Beazley				Declined		Lack of MFA & Encryption	
CelerityPro				Declined		Class of Business	
CFC				Declined		Out of appetite	
Coalition				Pending		Additional info on outage needed	
CorRisk				Declined		No response	
Corvus				Declined		Lack of MFA & Encryption	
Cowbell				Pending		Additional info on outage needed	
Crum & Forster				Declined		No response	
EmBroker				Declined		Class of Business	
E-Risk						Record count/services provided	
				Declined Declined			
Everest						No response	
Great American				Declined		Out of appetite	
Hartford				Declined		No response	
Hiscox				Declined		No response	
ronshore				Declined	05.000	No response	
Measured Insurance				\$	35,000	\$3M Aggregate / \$25K Retention	
RSUI				Declined		No response	
Sompo				Declined		Lack of MFA & Encryption	
Starr				Declined		No response	
Vestchester				Pending		Additional info on outage needed	
(L				Declined		No response	
Zurich				Declined		No response	
POLLUTION LIABILITY							
Navigators Specialty	Non-Admitted	A+	XV	\$	29,744	Quoted - 3 Year Term BOUND	Claims-Made
Chubb						Declined - Cannot match mold and fungi	
Axis Specialty						Declined - Not interested in hospital expo	sure currently

#### NON-ADMITTED CARRIER DISCLOSURE NOTICE

Insurer is not admitted or licensed by your home state. As such, insureds under this policy are not protected by any state guaranty fund in the event the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRA regulatory updates.

#### **CLAIMS MADE POLICY**

A policy providing coverage that is triggered when a claim is made against the insured during the policy period and after any applicable retroactive/continuation dates stated in the policy. All claims must be reported within a specified time as described in the policy form. Timely reporting is required to minimize claim denial for late notice. Circumstances that may lead to a claim must also be reported within a specified time as described in the policy form. Each carrier has specific claims made wording, please refer to policy form for carrier specific reporting guidelines.

#### **KEY TO AM BEST FINANCIAL STRENGTH RATING**

Superior: A++, A+ Excellent: A, A- Very Good: B++, B+

## **KEY TO AM BEST FINANCIAL SIZE RATING (IN \$MILLIONS)**

Class I Up to \$1 Class IX \$250 to 500 Class II \$1 to 2 Class X \$500 to 750



Class III	\$2 to 5	Class XI	\$750 to 1,000
Class IV	\$5 to 10	Class XII	\$1,000 to 1,250
Class V	\$10 to 25	Class XIII	\$1,250 to 1,500
Class VI	\$25 to 50	Class XIV	\$1,500 to 2,000
Class VII	\$50 to 100	Class XV	\$2,000 or greater
Class VIII	\$100 to 250		_

#### **KEY TO AM BEST OUTLOOK**

Positive Indicates possible rating upgrade due to favorable financial/market trends relative to the current

Stable Indicates low likelihood of a rating change due to stable financial/market trends.

Negative Indicates possible rating downgrade due to unfavorable financial / market trends relative to the current rating level.

## **DISCLAIMER**

This document is for presentation purposes only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. Marsh & McLennan Insurance Agency LLC makes no representations, either expressed or implied, as to the adequacy of any limits of protection. Determination of the adequacy of the limits of protection is your responsibility. CA Insurance Lic. 0H18131 | MarshMMA.com



## **SCHEDULE OF NAMED INSUREDS**

#### NAMED INSURED AND MAILING ADDRESS

Tulare Local Healthcare District 869 N. Cherry St. Tulare, CA 93274

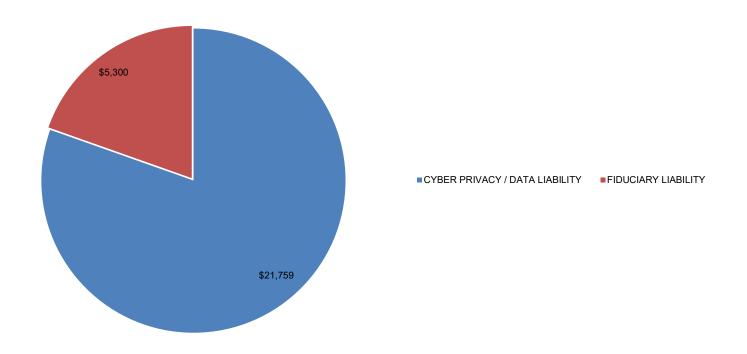
#### **SCHEDULE OF NAMED INSUREDS**

This is our understanding of your entire list of named insureds. This list may or may not appear on every policy. Each policy should be reviewed to confirm the appropriate list of named insureds.

Tulare Local Healthcare District

## **PREMIUM SUMMARY**

COVERAGE	#RE	F!	#REF!	CHANGE
POLICY TERM	12/31/2020	- 12/31/2021	01/30/2022 - 01/30/2023	
CYBER PRIVACY / DATA LIABILITY	\$	21,661	\$ 21,759	0.45%
FIDUCIARY LIABILITY	\$	5,000	\$ 5,300	6.00%
TOTAL PROGRAM COST	\$	26,661	\$ 27,059	1.49%



## **COVERAGE TERMS AND COMPARISON**

CYBER PRIVACY / DATA LIABILITY		EXPI		RENEWAL		CHANGE
		ТМНСС		1	МНСС	
Coverage Term		12/31/2020	0 - 12/31/2021	01/30/2	022 - 01/30/2023	
POLICY AGGRE	GATE LIMIT OF LIABILITY	\$	3,000,000	\$	3,000,000	
	sts Outside the Limit		INCLUDED		INCLUDED	
THIRD PARTY C	OVERAGE					
Multimedia Liak	pility	\$	3,000,000	\$	3,000,000	
Security and Pr		\$	3,000,000		3,000,000	
	tory Defense & Penalties	\$	3,000,000		3,000,000	
PCI DSS Liabili		\$	3,000,000	\$	3,000,000	
Bodily Injury Lia		\$	250,000	\$	250,000	
Property Dama		\$	50,000		50,000	
TCPA Defense	<u> </u>	\$	50,000	\$	50,000	
FIRST PARTY CO	OVERAGE					
Breach Event C		\$	3,000,000	\$	3,000,000	
Post Breach Re	emediation	\$	25,000	\$	25,000	
BrandGuard Co	overage (Reputational Loss)	\$	3,000,000	\$	3,000,000	
System Failure		\$	3,000,000		3,000,000	
	siness Loss from Security Breach or System Failure	\$	1,000,000		1,000,000	
Cyber Extortion		\$	3.000.000		3,000,000	
Bricking Loss		\$	-,,	\$	3,000,000	
Property Dama	ge Loss	\$	50,000	,	50,000	
Reward Expens		\$	50,000		50,000	
Court Attendan		\$	25,000	\$	25,000	
E-CRIME	00 0000	+	_0,000	_	20,000	
Financial Fraud		\$	500,000	\$	500,000	
	ations & Utilities Fraud	\$	500,000		500.000	
Your Phishing F		\$	500,000		500,000	
Client Phishing		\$	50,000		50,000	
Cyber Crime Ag		\$	500,000		500,000	
RETENTIONS	ggrogato	Ψ	000,000	Ψ	000,000	
Each Incident, Claim or Loss		\$	25,000	\$	25,000	
Aggregate Deductible		\$	75,000		75,000	
BrandGuard Coverage Waiting Period		Ψ	2 Weeks		2 Weeks	
BrandGuard Coverage Period of Restoration			6 Months		6 Months	
	usiness Interruption Waiting Period		8 Hours		8 Hours	
	usiness Interruption Period of Restoration		6 Months		6 Months	
	tem Failure Waiting Period		12 Hours		12 Hours	
	tem Failure Period of Indemnity		4 Months		4 Months	
Court Attendan		\$	- 1010111110	\$	- 141011113	
Estimated Annua		\$	21,661		21,759	0.45%
Endorsements	Per Policy Form, Including but not limited to:				sm Insurance Cove	
Liluorsements	Post Breach Remedial Services Endorsement	California Ame			3111 III3di di loc Oove	rage
	War and Civil War Exclusion	MMA Amenda	•			
	Asbestos, Pollution, and Contamination Exclusion		,		y with Respect to B	reach
	Endorsement	Response Ser				reacii
	Cap on Losses Arising Out of Certified Act of	State Consum		•		
		State Consum	ei Filvacy Sta	iules Liluois	SCIIICIII	
	Terrorism Nuclear Evaluation Sanction Limitation and Evaluation					
	Nuclear Exclusion Sanction Limitation and Exclusion					
	Clause					
Exclusions	Per Policy Form, Including but not limited to:	Claims brough	it by or on beh	alf of the Fe	deral Trade Comm	ission, the
	Unlawful collection, acquisition or retention of	Federal Comm	nunications Co	mmission, o	or any other state, for	ederal, local
	personally identifiable information	or foreign gove	ernmental entit	y; carve bac	ck for Insuring Agre	ement C or
	Obligations under a Merchant Services Agreement	providing of Pr	rivacy Breach I	Response S	ervices	
	Antitrust, Unfair Competition	Intentional Dis	honest / Fraud	lulent / Crim	inal / Malicious Act	s - coverage
	Patent, trade secrets, software code copyright	applies to Enti	ty and exclude	s perpetrato	ors	
	Theft of money and securities					
Claims Made	Claims under this policy must be submitted by you to			eriod, or wit	hin a specific numb	er of days as
Claims Made	Claims under this policy must be submitted by you to stated in the policy, after the expiration of the policy,			eriod, or wit	hin a specific numb	er of



## **COVERAGE TERMS AND COMPARISON**

Surplus Lines	This policy is quoted with a non-admitted insurance carrier. The insurer is not admitted or licensed by your Home State. As such, insureds under this policy are not protected by any state guaranty fund in the event of the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRA regulatory updates.
Breach Hotline	Report any Claim or potential Claim to: Tokio Marine HCC Cyber & Professional Lines Group Claims Department 16501 Ventura Blvd., Suite 200 Encino, CA 91436 Claims Telephone Number: 888-627-8995 Claims Email Address: CyberClaims@tmhcc.com
Subjectivities	<ol> <li>An updated Application to reflect most recent response in regards to if Applicant allows remote access to their network with application being currently signed and dated.</li> <li>Complete details regarding the "Yes" answer to Question #8 (5a), regarding an unscheduled network outage. When did it occur and for how long was the system down? What were the total costs associated with the outage? What remediating steps were taken to prevent a similar incident from recurring?</li> <li>Who is responsible for the Applicant's network security? Please provide the contact's name, title, phone, email address, and IT security designations</li> </ol>

## **COVERAGE TERMS AND COMPARISON**

		E	XPIRING		RENEWAL	CHANGE
FIDUCIARY L	IABILITY		HUDSON		HUDSON	
COVERAGE TE	ERM .	12/31	/2020 - 12/31/2021	01/3	30/2022 - 01/30/2023	
Policy Aggregat	e Limit	\$	1,000,000	\$	1,000,000	
Sublimits						
Trustee Cla	im Expenses	\$	250,000	\$	250,000	
Voluntary C	ompliance Program Expenditures	\$	100,000	\$	100,000	
ERISA 502(	(c) Civil Penalties	\$	100,000	\$	100,000	
HIPAA and	HITECH Fines & Penalties	\$	100,000	\$	100,000	
PPACA Fine	es & Penalties	\$	100,000	\$	100,000	
Section 497	'5 Penalties Sublimit	\$	100,000	\$	100,000	
ERISA Sect	tion 502(a)(3) Relief	\$	100,000	\$	100,000	
Retention		\$	10,000	\$	10,000	
Total Estimated Annual Premium		\$	5,000	\$	5,300	6.00%
Policy Form	Claims Made & Reported Defense Costs Within Policy Limit Timely reporting is required to avoid a claim denial late notice	Circumsta	•	to a clai	im may be reported und	der this policy
Premium	All Fees Fully Earned	No Flat C	ancellation			
Extensions	Per policy form					
Exclusions	Per Policy Form; Including But Not Limited To:	Breach of	•			
	Prior Knowledge	Failure to Collect Contribution				
	Prior Notice	Benefits D				
Conditions	Insurer Duty to Defend				of a claim to insurer, w	ithout the
Contaitions	•	incuror'e v	written annroval or h	v unann	proved counsel may not	
Conditions	Insurer has right to appoint counsel Mergers / acquisitions must be reported	ilisulei s	witter approvator t	y unapp	,	t be paid

## **Tulare Local Healthcare District**

Marsh & McLennan Agency LLC www.mma-west.com CA Insurance Lic. 0H18131

## **COMPENSATION DISCLOSURE**

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <a href="http://global.marsh.com/about/">http://global.marsh.com/about/</a>. In those instances, MMA will bill and collect on behalf of the non-US affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- Retail Commissions A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- Client Fees Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- Contingent Commissions Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- Supplemental Commissions Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- Wholesale Broking Commissions Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- Other Compensation From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and/or events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <a href="https://www.marshmma.com/resource/compensation-guide-for-client.pdf">https://www.marshmma.com/resource/compensation-guide-for-client.pdf</a>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

We appreciate your business!



- 1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE TOLL-FREE NUMBER 1-800-927-4357 OR INTERNET WEBSITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO VISIT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG. THE NAIC—THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS—IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE: HTTPS://NAIC.ORG/STATE\_WEB\_MAP.HTM.

- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
- 7. CALIFORNIA MAINTAINS A "LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)." ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEBSITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07LASLI/LASLI.CFM.
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE EFFECTIVE IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date:			
Insured:			
D-1 (Effe	ctive Janua	ry 1, 2020)	)

## **PAYMENT TERMS**

PAY TYPE	COVERAGE	DEPOSIT	INSTALLMENT	BILL TYPE
Full Pay	Fiduciary	\$ 5,300.00	N/A	Agency
Full Pay	Other	\$ 21,661.00	N/A	Agency
Total Deposit and Installments		\$ 26,961.00	\$ -	

Premium Finance options are available upon request.

**Direct Bill Policies:** Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.



Marsh & McLennan Insurance Agency LLC 9171 Towne Centre Dr., Ste. 100 San Diego, CA 92122 Phone: (858) 457-3414 / (800) 321-4696

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