

IWVGA ADMINISTRATIVE OFFICE

MEMORANDUM

TO: IWVGA Board Members **DATE:** January 17, 2019

FROM: Don Zdeba, IWVGA General Manager
Alan Christensen, IWVGA Staff *Ac*

SUBJECT: Approval of General Liability Insurance Coverages for IWVGA

DISCUSSION

On November 15, 2018, the IWVGA Board approved purchasing general liability and other related insurance to cover the organization in case of loss. Staff made contact with public agency pools and insurance brokers to gain quotes for insurance coverages. Two qualified insurers offered quotes and the Board approved the quote offered by the Joint Powers Risk and Insurance Management Authority (JPRIMA).

The JPRIMA quote approved by the Board of \$8,654 annually is for all coverages. JPRIMA coverage is unique in that it is "pooled" coverage. JPRIMA is an association that offers to join together or pool its members in a self-insurance and insurance purchasing group. Public agencies join PRIMA and share or pool their risk along with the other members. Members make deposits to the pool, which are just like insurance premiums, and then pay claims from those deposits using an insurance pool administrator that has experience in evaluation, paying, and settling claims.

In order to participate in JPRIMA, the IWVGA must approve an Agreement to Become a Party to the Amended Joint Powers Agreement creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority.

RECOMMENDATION

Staff recommends that the IWVGA Board approve the Agreement to Become a Party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority, and authorize the Chair to sign the Agreement.

**AGREEMENT TO BECOME A PARTY TO THE
AMENDED JOINT POWERS AGREEMENT
CREATING THE
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

Indian Wells Valley Groundwater Authority
(referred to as "Member") hereby agrees to become a party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the "Authority"), in the form attached hereto as Exhibit A, and agrees to abide by the terms and conditions of that agreement.

Member hereby represents that its action to become a party to the above-referenced agreement and to participate in the Authority has been duly authorized by action of its governing board taken at a duly called and noticed meeting.

Executed this 17th day of January, 2019 at Ridgecrest, California

Indian Wells Valley Groundwater Authority

By RRKicinski

Printed Name RONALD KICINSKI

Title IWVGA CHAIR

**Insurance Quote Comparison
Annual Premiums**

	<u>JPRIMA</u>	<u>Glatfelter</u>
Commercial General Liability	\$3,164	\$10,318
Public Officials & Management Liability	\$1,141	\$1,050
Commercial Excess Liability	\$2,579	\$3,329
Commerical Crime	\$762	\$397
Property	\$130	\$250
Admin Fees	<u>\$878</u>	<u>\$0</u>
Total	<u><u>\$8,654</u></u>	<u><u>\$15,344</u></u>



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL
Indian Wells Valley Groundwater Authority**

**COVERAGE PERIOD
11/1/2018 - 4/1/2019**

**PRESENTED BY:
Walter Mortensen Insurance**



**Insurance Administrator
www.alliedpublicrisk.com
Allied Community Insurance Services, LLC
CA License Number: 0L01269
National Producer Number: 17536322**



PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	SECTION 1. PROPERTY (Property, Equipment Breakdown & Mobile Equipment)	\$	128.00
8	SECTION 2. COMMERCIAL CRIME	\$	311.00
9-10	SECTION 3. COMMERCIAL GENERAL LIABILITY	\$	1,278.00
11	SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk)	\$	461.00
12	SECTION 5. BUSINESS AUTO	\$	N/A
13	SECTION 6. COMMERCIAL EXCESS LIABILITY	\$	1,042.00
		MEMBER CONTRIBUTION	\$ 3,220.00
		JPRIMA ADMINISTRATION FEES	\$ 422.00
		TOTAL AMOUNT DUE*	\$ 3,642.00

*Payment is due within thirty (30) days of binding.

NOTES:

The JPRIMA MOC has a common anniversary date of April 1, 2018.
Your proposal is being pro-rated from your current effective date to April 1, 2019.
Annual Contribution: \$7,776 + \$878 (Fees) = \$8,654
Terrorism coverage is automatically included for Property and General Liability.



SECTION 1. PROPERTY*

***PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- ☒ California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- ☒ No Joint and Several Liability for Members
- ☒ 100% Reinsured

REINSURER:

- ☒ Allied World Insurance Company or affiliate
- ☒ A XV (Excellent) A.M. Best Rating

FORM:

- ☒ Proprietary & Integrated

LIMITS:

Blanket Property: (Real Property & Business Personal Property)	\$204,965
Blanket Coverage Extension: A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	\$100,000
Equipment Breakdown / Boiler & Machinery:	Included
Mobile Equipment (scheduled):	N/A
Mobile Equipment (unscheduled, maximum \$10,000 any one item):	N/A
Mobile Equipment (borrowed, rented & leased):	N/A
Flood Zone X: (shaded/unshaded)	N/A

DEDUCTIBLES:

\$1,000	Property
N/A	Mobile Equipment
\$1,000	Equipment Breakdown (aboveground & less than 50 feet belowground)
\$2,500	Equipment Breakdown (greater than 50 feet belowground)
N/A	Flood Zone X (per occurrence)

COVERAGE HIGHLIGHTS:

- ☒ Blanket Property Limits & Blanket Coverage Extension Limits
- ☒ No Coinsurance Penalty
- ☒ Equipment Breakdown
- ☒ Foundations as Covered Property

VALUATION:

- ☒ Replacement Cost: Real Property & Business Personal Property
- ☒ Actual Cash Value: Mobile Equipment
- ☒ Actual Loss Sustained: Loss of Income & Expenses
- ☒ Market Price: Fine Arts

KEY EXCLUSIONS:

- ☒ Earthquake & Earth Movement
- ☒ Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X only)

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SPECIAL COVERAGES:

- **New Locations or Newly Constructed Property:**
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.



KEY DEFINITIONS

■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock;
- Additions under construction;
- Alterations and repairs to the buildings or structures;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Foundations;
- Glass which is part of a building or structure;
- Light standards;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the premises or in the open (including property inside vehicles) within 1000 feet of the premises, used for making additions, alterations or repairs to buildings or structures at the premises;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



KEY DEFINITIONS (continued)

☒ **Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

☒ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
- Dumpsters, concrete trash containers, or permanent recycling bins; or
- Hydrants.

☒ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
 - a. Insulating or refractory material;
 - b. Buried vessel or piping;
 - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
 - d. Structure, foundation, cabinet or compartment containing the object;
 - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
 - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



PROPERTY SUBLIMITS:

Coverage		Limit	
Accounts Receivable	X \$500,000 <input type="checkbox"/>	\$1,000,000 <input type="checkbox"/>	\$2,000,000
Valuable Papers and Records	X \$500,000 <input type="checkbox"/>	\$1,000,000 <input type="checkbox"/>	\$2,000,000
Contamination	X \$250,000 <input type="checkbox"/>		
Tools and Equipment Owned by Your Employees	X \$5,000 <input type="checkbox"/>	\$10,000 <input type="checkbox"/>	\$25,000
Personal Effects and Property of Others	X \$5,000 <input type="checkbox"/>	\$10,000 <input type="checkbox"/>	\$25,000
New Locations or Newly Constructed Property	\$1,000,000		
Business Personal Property at New Locations	\$1,000,000		
Backup/Overflow of Water from Sewer, Drain, Sump	\$250,000		
Utility Services - Direct Damage	\$250,000		
Utility Services –	\$250,000		
Business Income and Extra Expense			
Dependent Business Premises	\$250,000		
Property at Other Locations	\$250,000		
Pollution Remediation Expense (specified cause of loss)	\$250,000		
Outdoor Property (unscheduled)	\$100,000		
Contract Penalties	\$100,000		
Pollution Remediation Expense (covered cause of loss)	\$100,000		
Property in Transit	\$100,000		
SCADA Upgrades	\$100,000		
Indoor and Outdoor Signs (unscheduled)	\$50,000		
Limited Coverage for "Fungus", Wet Rot or Dry Rot	\$50,000		
Fine Arts	\$25,000		
Fire Department Service Charge	\$25,000		
Fire Protection Devices	\$25,000		
Key and Lock Replacement Expenses	\$25,000		
Trees, Shrubs & Plants (maximum \$1,000 any one item)	\$25,000		
Arson Reward	\$10,000		
Rental Reimbursement – Mobile Equipment	\$10,000		
Cost of Inventory or Adjustment	\$5,000		
Non-Owned Detached Trailers	\$5,000		
Water Contamination Notification Expenses	\$5,000		
Patterns, Dies, Molds, Forms	\$2,500		
Debris Removal	25% of scheduled limit plus \$250,000		
Ordinance or Law Provision	100% of scheduled limit plus 25%		

NOTES:

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

Mobile Equipment, Flood and Earthquake coverages are excluded.

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 2: COMMERCIAL CRIME*

***COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

FORM:

- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

COVERAGE GROUP SELECTED	EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
X	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$2,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

DEDUCTIBLE:

\$1,000 each claim

DESIGNATED EMPLOYEE BENEFIT PLAN(S):

COVERAGE HIGHLIGHTS:

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 3. GENERAL LIABILITY*

***GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

FORM:

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

Per Occurrence	\$ 1,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Payments	\$ 10,000

DEDUCTIBLE:

\$5,000 each claim including expenses

COVERAGE HIGHLIGHTS:

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

OPTIONAL COVERAGES:

- Hired & Non Owned Automobile Liability
- Employee Benefits Liability
- Dam, Levee & Dike Structural Failure

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SPECIAL COVERAGES:

- ☒ **Water & Wastewater Testing Errors & Omissions:**
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- ☒ **Failure To Supply:**
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- ☒ **Waterborne Asbestos:**
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- ☒ **Contractual Liability - Railroads:**
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- ☒ **Pollution:**
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
 - Potable water which you supply to others;
 - Chemicals you use in your water or wastewater treatment process;
 - Natural gas or propane gas you use in your water or wastewater treatment process;
 - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
 - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
 - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
 - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
 - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
 - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- ☒ **Damage to Impaired Property or Property Not Physically Injured**
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- ☒ **Fungi or Bacteria**
Coverage is provided for bodily injury or property damage arising from any "fungi" or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- ☒ **Recall of Products, Work or Impaired Property**
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: "Your product"; "Your work"; or "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority
EFFECTIVE DATE: 11/1/2018 - 4/1/2019
DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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The MOC may contain limits, exclusions, and limitations that are not detailed in this proposal.



SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY*

***PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

FORM:

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

Wrongful Acts	\$1,000,000 per act
Employment Practices (including third party discrimination)	N/A per offense
Employee Benefit Plans	N/A per act
Injunctive Relief	\$5,000 per act
	\$10,000,000 aggregate limit

PRIVACY LIABILITY AND NETWORK RISK¹:

Privacy & Network Security Wrongful Acts	N/A per act
Breach Consultation Services	N/A per offense
Breach Response Services	N/A per offense
Public Relations & Data Forensics	N/A per act
¹ Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Privacy Retroactive Date:N/A. Privacy Deductible: None.	
*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.	

SPECIAL COVERAGE:

- Inverse Condemnation

RETROACTIVE DATE:

N/A

DEDUCTIBLE:

\$6,000 each claim including expenses

COVERAGE HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Indian Wells Valley Groundwater Authority

EFFECTIVE DATE: 11/1/2018 - 4/1/2019

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 5. BUSINESS AUTO*

***BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: No**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

FORM:

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

PORTFOLIO:

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	No Coverage	N/A
Hired Auto Liability	No Coverage	N/A
Non-Owned Auto Liability	No Coverage	N/A
Medical Payments	No Coverage	N/A
Uninsured / Underinsured Motorists	No Coverage	N/A
Hired Physical Damage	No Coverage	N/A
Owned Physical Damage – Comprehensive	No Coverage	N/A
Owned Physical Damage – Collision	No Coverage	N/A
Towing & Rental Car Reimbursement (covered accident)		N/A
Fleet Automatic		N/A

DEDUCTIBLE:

- Liability: None
- Comprehensive: N/A
- Collision: N/A

NOTES:

This section of the proposal is excluded. There is no Business Auto coverage afforded to this insured. Please refer to General Liability section for Hired and Non-Owned Auto Liability coverage.



SECTION 6: EXCESS LIABILITY*

***EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRiMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

FORM:

- Following Form
- Occurrence
- Defense Costs Outside the Limits

LIMITS:

\$5,000,000/\$5,000,000

SCHEDULED UNDERLYING POLICIES:

Commercial General Liability - Yes
 Hired and Non-Owned Auto Liability - Yes
 Owned Auto Liability - No
 Public Officials & Management Liability - Yes
 Wrongful Acts - Yes
 Employment Practices - No
 Employee Benefit Plans - No
 Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) - No
 Other:

NOTABLE EXCLUSION:

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

NOTES:

Employers' Liability subject to JPRIMA security requirements.