

Transportation Authority of Calhoun County
Annual Meeting Agenda
January 14, 2025
Marshall City Hall – Council Chambers
323 West Michigan Avenue, Marshall, Michigan 49068

- I. Call to order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes – December 10, 2024
- V. Public Comments on Agenda Items
- VI. Consent Agenda
- VII. Presentations and Recognitions
- VIII. Review of Finance and Budget Report – Amy Evans
- IX. Public Hearings and Subsequent Board Action
- X. Unfinished Business
 - a. LAC and Friends of Transportation meeting and membership update
 - b. Insurance Policy and Provider Review
 - c. TACC Planning Committee Report - Mallory Avis
 - d.
- XI. New Business
 - a. Election of Officers
 - b. Appointment of Recording Secretary
 - c. Discussion of Purchasing and Procurement Policies
 - d. Board Conflict of Interest Form
 - e. Mailbox Agreement with BCU
 - f. Bylaws Revision to change mailing address
 - g. New Board Member Search Discussion
 - h. Discussion of Congressional Hearing for budget allocations
 - i. TACC Appointment to BCATS
 - j.
- XII. Public Comments on Non-Agenda Items
- XIII. Board and Executive Director Comments
 - a. Board Member Contacts
 - b. Collaborations with community organizations – Senior Adults, Mental Health, Food Security. Available grant initiatives.
- XIV. Next Meeting – January 28, 2025

Transportation Authority of Calhoun County
Meeting Minutes
Marshall City Hall – Council Chambers
323 West Michigan Avenue, Marshall, MI 49068
December 10, 2024

I. Call to Order

The meeting was called to order by Vice Chairperson Tom Tarkiewicz at 9:04 a.m.

II. Roll Call

Members Present: Amy Evans, Vivian Davis, Tom Tarkiewicz, Jenasia Morris, Dr. Paul Watson

Members Absent: Erick Stewart

III. Agenda

It was motioned by Dr. Watson and supported by Jenasia to approve the agenda.

Motion Carried.

IV. Approval of Minutes

It was motioned by Amy and supported by Vivian to approve November 26th minutes.

Motion Carried.

V. Public Comment on Agenda Items

None.

VI. Consent Agenda

None.

VII. Presentation and Recognitions

None.

VIII. Finance and Budget Report

- Blufish has fulfilled their contract obligation.
- Amy updated the Board on her progress with taking over as interim treasurer and new business address.
- Updates shared by Amy on tax deposits.
- It was motioned by Vivian and supported by Jenasia to accept the finance report.

Motion Carried

IX. Public Hearings and Subsequent Board Actions

None.

X. Unfinished Business

- a) The LAC has no meetings scheduled at this time
- b) The only contract open and held by the City on Battle Creek on behalf of the TACC is for the Michigan Transportation Connection.

Creation of Board policies and procedures were discussed.

- c) No decision on insurance at this time.
- d) It was motioned by Jenasia and supported by Vivian to change the TACC business address and designate Erick and Amy to authorize any paperwork pertaining to the change.
Motion Carried
- e) Work sessions update given to the Board by Battle Creek Transit staff and Michigan Transportation Connection.

XI. New Business

- a) It was motioned by Amy and supported by Vivian to approve 2025 Board meeting schedule.
Motion Carried
- b) Staff made recommendations on Congressionally Directed Spending budget allocations.
It was motioned by Dr. Watson and supported by Vivian to obligate Congressionally Directed Spending funds and the budget presented by Battle Creek Transit staff to the City of Battle Creek on behalf of the TACC.
Motion Carried

XII. Public Comments and Non-Agenda Items

- Doug Ferrall commented on behalf of Calhoun County on the current search for a replacement Board member to replace the previous treasurer.
- Marcia Strange, City of Marshall Director of Community Development introduced herself to the Board.

XIII. Board and Executive Director Comments

- Jenasia informed the Board of frustration from Battle Creek residents about their tax bills.
- The January meeting will be the annual meeting.

XIV. Adjournment

Meeting adjourned at 10:06 a.m.

Respectfully Submitted,

Vivian Davis, Secretary

Erick Stewart, Chair

January 14, 2025
Finance and Budget Report

12.10.24, Heather with Calhoun County Treasurer's Office left me a voicemail stating they have an EFT payment form I can complete and return for TACC.

12.10.24, Delivered completed ACH forms to Kristina at Marshall City Hall, Michael Miller at BC City Hall and Ethan Moody at Springfield City Hall.

12.11.24, Learned the municipalities need an updated W-9 with TACC's new address.

12.11.24, Left a message on Heather's voicemail requesting the County's EFT payment form be emailed to me and asked if they need an updated W-9.

12.11.24, Electronically signed Southern Michigan Bank & Trust's Account Agreement.

12.16.24, Left another message on Heather's voicemail. She called back and emailed the County's New Vendor Packet, which includes a W-9 to complete and return.

12.18.24, Dropped off W-9 with new TACC address to Kristina at Marshall City Hall. Dropped off completed New Vendor Packet in Calhoun County's Treasurer's Office for Heather Hoffman. Took completed ACH Form and updated W-9 to Sonja Maull at Albion City Hall. Dropped off updated W-9 to Michael Miller at BC City Hall and Ethan Moody at Springfield City Hall.

12.19.24, TACC received \$24,061.42 from Springfield for taxes paid between 12.01 – 12.15.24.
12.20.24, TACC received \$52,242.52 from Marshall for taxes paid between 12.01 – 12.15.24.

12.31.24, TACC received \$996.85 in December interest earnings and \$862.73 in November interest earnings from SMB&T. TACC's 12.31.24 account balance is \$304,897.75. BluFish's \$24,500 final invoice payment is still due.

01.08.25, Paid and mailed BluFish's final Invoice #Blu-13417, dated 12.02.24 for \$24,500 with check #1006. Previous BluFish invoices were paid in September and November, each for \$12,250, totaling \$24,500. Paying the final invoice completes the \$49,000 contract.

Respectfully,

Amy Evans

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC)
Balance Sheet - As of 12.31.24

ASSETS

Cash	\$	304,897.75
Accounts Receivable	\$	-
Total Current Assets		<u>\$ 304,897.75</u>

LIABILITIES

Accounts Payable	\$	24,500.00	BluFish Inv#13417
Total Current Liabilities		<u>\$ 24,500.00</u>	

EQUITY

Current Net Income	\$	280,397.75
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TOTAL LIABILITIES AND EQUITY

\$ 304,897.75

Income Statement - January 1, 2024 through December 31, 2024

REVENUE

Intergovernmental Revenue	\$	326,303.94
Donations - Linda Morrison	\$	100.00
Interest Income	\$	4,283.91
Total Revenue		<u>\$ 330,687.85</u>

EXPENDITURES

Contract Services-Consulting	\$	1,202.50	Michigan Transportation Connection, Inc. - Ck#1002 for Inv#2024-93
Contract Services-Marketing	\$	24,500.00	BluFish - Ck#1003 for Inv# 13193 and Ck#1005 for Inv# 13280, each for \$12,250
Promotions		\$50.00	Greater Albion Chamber of Commerce for parade entry - Ck#1004 for Inv#11198
Office Supplies	\$	37.60	
Total Expenditures		<u>\$ 25,790.10</u>	

NET INCOME

\$ 304,897.75 SMB&T account balance as of 12.31.2024



Let Worgess Do Your Worrying

Worgess Insurance Financial
Services
2 MICHIGAN AVE W STE 100
BATTLE CREEK, MI 49017
269-965-3221

MANAGEMENT LIABILITY Pillar - Non-Profit Organizations Proposal

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY

13991 15 MILE RD
MARSHALL, MI 49068

Proposed Policy Period

11/01/2024 - 11/01/2027

Proposal valid for 60 days from the date quote was created.

Date Prepared 11/01/2024

This is not a policy.



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PREMIUM SUMMARY

The Cincinnati Insurance Company

Named Insured: TRANSPORTATION AUTHORITY OF CALHOUN COUNTY

Address: 13991 15 MILE RD
MARSHALL, MI 49068

Agency: Worgess Insurance Financial Services

Proposed Policy Period: 11/01/2024 - 11/01/2027

Coverage	Premium
Nonprofit Organization D&O	\$908
Crime	\$270
Cyber Risk Liability	\$961
Terrorism	\$25
Total Annual Premium	\$2,164.00

Ask your agent about various billing and payment options.

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The Cincinnati Advantage

LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims



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Ratings

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

A.M. Best Co. – A+ (Superior)

This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

Fitch Ratings – A+ (Strong)

Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

Moody's Investors Service – A1 (Good Financial Security)

Moody's A1 rating of the standard market property casualty group is supported by Cincinnati's entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

S&P Global Ratings – A+ (Strong)

S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

Service

Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



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NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY

COVERAGE	LIMIT
Nonprofit Organization D&O	\$1,000,000*
*Policy Level Shared Annual Aggregate Limit Applies - No	
Investigative Costs Sublimit	\$100,000
Excess Benefit Transaction Tax Sublimit (per organizational manager)	\$20,000
Employed Lawyers Limit	Not Covered
Additional Defense	Unlimited
Excess Side A	\$1,000,000

COVERAGE	DEDUCTIBLE
Nonprofit Organization D&O	\$1,000
Deductible does not apply to non-indemnifiable loss.	
Employed Lawyers	N/A

Retroactive Date: N/A

Prior or Pending Date: 11/01/2024

Continuity Date: 11/01/2024

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CYBER RISK LIABILITY

Cincinnati Data Defender Coverage

INSURING AGREEMENT	LIMIT	DEDUCTIBLE
A. Response Expenses	\$50,000	\$1,000
Forensic Information Technology Review Sublimit	\$25,000	
Legal Review Sublimit	\$25,000	
Public Relations Services Sublimit	\$25,000	
B. Defense and Liability	\$50,000	\$1,000
Regulatory Fines and Penalties Sublimit	\$25,000	
Payment Card Industry Fines and Penalties Sublimit	\$25,000	
C. Identity Recovery	\$25,000	\$250
Lost Wages and Child and Elder Care Sublimit	\$5,000	
Mental Health Counseling Sublimit	\$1,000	
Miscellaneous Unnamed Costs Sublimit	\$1,000	

Retroactive Date: 11/01/2024

Cincinnati Data Defender Coverage Premium \$671.00

Cincinnati Network Defender Coverage

INSURING AGREEMENT	LIMIT	DEDUCTIBLE
A. Computer Attack	\$100,000	\$1,000
Loss of Business Sublimit	\$50,000	
Public Relations Sublimit	\$50,000	
Cyber Extortion Sublimit	\$10,000	\$1,000
B. Network Security Liability and Electronic Media Liability	\$100,000	\$1,000

Retroactive Date: 11/01/2024

Cincinnati Network Defender Coverage Premium \$290.00

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CRIME XC+ (EXPANDED COVERAGE PLUS)

COVERAGE	LIMIT	DEDUCTIBLE
Employee Theft	\$25,000	\$500
Forgery or Alteration	\$25,000	\$500
Inside the Premises - Theft of Money and Securities	\$25,000	\$500
Outside the Premises - Theft of Money and Securities	\$5,000	\$500
Money Orders and Counterfeit Money	\$25,000	\$500

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FORM SCHEDULE

FORM NUMBER	COVERAGE PART	FORM NAME
ADV1498 10/2020	General Policy	Tools To Help You Manage Risk
ADV1611 10/2020	General Policy	Risk Management for NonProfit Organizations
IA4234 01/2015	General Policy	Policyholder Notice Terrorism Insurance Coverage
IA4274MI 01/2005	General Policy	Michigan - Notice to Policyholders
IA4338 05/2024	General Policy	Signature Endorsement
IA4407 03/2013	General Policy	Notice to Policyholders Direct Bill Account Credit Procedure
IA4421 03/2013	General Policy	Disclosure of Direct Bill Fees and Charges
IA4521 03/2020	General Policy	Notice Of Privacy Practices
IA4991 06/2017	General Policy	Commission Schedule
IP446 08/2001	General Policy	Notice to Policyholders
ML101 01/2020	General Policy	General Provisions
ML384 04/2023	General Policy	Amended War Exclusion
ML400 01/2016	General Policy	Summary of Premiums Charged
ML4000 04/2021	General Policy	Notice of Loss Control Services
ML458 01/2016	General Policy	Cap on Losses from Certified Acts of Terrorism
ML476MI 01/2016	General Policy	Michigan Changes - Cancellation and Nonrenewal
ML501 01/2016	General Policy	Pillar Common Policy Declarations
ML105 01/2018	Nonprofit Organization Directors and Officers Liability	Nonprofit Organization Directors and Officers Liability Coverage
ML207 01/2021	Nonprofit Organization Directors and Officers Liability	Capital Endorsement
ML357 01/2021	Nonprofit Organization Directors and Officers Liability	Amended Cyber Exclusion
ML360 09/2023	Nonprofit Organization Directors and Officers Liability	Biometric Information Privacy Exclusion
ML505 01/2016	Nonprofit Organization Directors and Officers Liability	Nonprofit Organization Directors and Officers Liability Coverage Part Declarations
ML102 01/2020	CB - Data Defender	Cincinnati Data Defender™ Coverage Form
ML386 09/2023	CB - Data Defender	Violation Of Biometric Information Privacy Laws Exclusion
ML502 01/2018	CB - Data Defender	Cincinnati Data Defender™ Coverage Part Declarations
ML103 01/2020	CB - Network Defender	Cincinnati Network Defender™ Coverage Form
ML387 09/2023	CB - Network Defender	Violation Of Biometric Information Privacy Laws Exclusion
ML503 01/2018	CB - Network Defender	Cincinnati Network Defender™ Coverage Part Declarations
ML117 05/2023	PI Crime XC	Crime Expanded Coverage (XC®)

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FORM SCHEDULE

FORM NUMBER	COVERAGE PART	FORM NAME
ML518 05/2023	PI Crime XC	Crime XC+® (Expanded Coverage Plus) Coverage Part Declarations

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PAY PLANS AND PAYMENT OPTIONS



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Policies billed by your agency

Quarterly, semi-annual, and annual pay plans are available when you receive invoices from your **agency** and you pay your insurance premiums directly to your agency. For eligible accounts, *three-year prepaid pay plans* are also available. Please discuss with your agent the various ways to pay your premiums.

Policies billed by Cincinnati

Monthly plus the above pay plans are available for Cincinnati-billed policies. You receive billing statements from and pay your insurance premiums directly to The Cincinnati Insurance Companies.

Monthly:

- no minimum annual premium
- installment fees up to \$5 apply for each payment, unless paid using EFT

Quarterly and semi-annual:

- no minimum annual premium
- first installment due at policy inception
- fees up to \$5 apply for each installment, unless paid using EFT

Annual:

- full payment due at policy inception
- no installment fees apply

Three-year prepaid plan for eligible accounts:

- full payment due at policy inception
- no installment fees apply

Four ways you can pay your Cincinnati-billed policy

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

1) Electronic funds transfer:

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas, Nevada or Massachusetts.)
- If you initially choose another payment option, Cincinnati includes a prefilled EFT form with your first account statement and/or premium notice, giving you the option to switch to EFT for future payments.

2) Online:

- Visit cinfn.com to pay online.
- To set up an online payment, refer to your Cincinnati account statement or premium-due notice for the information you need.
- You can pay by Visa®, MasterCard® or Discover® card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a single payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday thru Friday, excluding legal holidays).
- For assistance with online payment services, please call 888-242-0888.

3) By phone:

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement and/or premium-due notice for the information you need.
- You can pay by Visa, MasterCard or Discover card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday thru Friday, excluding legal holidays).

4) By check:

- Pay by check and send through the mail.
- Please allow sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, P.O. Box 145620, Cincinnati, OH 45250-5620.

Your agent can offer you the pay plan that works best for your business.

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TERRORISM COVERAGE



Everything Insurance Should Be®

What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

Renewal policies

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you **do not** wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



Management Liability

PILLAR POLICY

Pillar Crime Coverage, Crime XC® and Crime XC+® Options

Protecting your assets

Help protect the assets of your organization with Cincinnati's Pillar crime coverage options. All organizations face crime exposures from internal and external threats. Regardless of safeguards, background checks and screening for most organizations a crime loss is not a question of if but of when. Disappearance of funds often results from small amounts being taken over a lengthy period of time by a seemingly trustworthy employee.

In our world of increasing use of technology, cybercrime has become commonplace. Organizations now need computer security beyond what's provided by our financial institutions or service providers. In addition to the employee theft and computer fraud exposures, losses may also stem from forgery or alteration, robbery or counterfeit money.

Providing the insurance you need

You can purchase crime insurance options that best suit your needs. Our most robust crime option offers flexible features and our highest limit options if needed and you qualify. You can also choose our Crime XC or Crime XC+ options that offer fixed, lower limits and minimal requirements to qualify. You can purchase Crime XC or Crime XC+ along with our robust crime coverage option to receive excess limits after your Cincinnati primary crime limits are exhausted.

Please see the next page for a more complete summary of coverages. Your agent recommending Cincinnati can provide more details, answer questions and add coverage to your Pillar Policy.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

Coverage Summary

MANAGEMENT LIABILITY CRIME OPTIONS

Crime Coverage, ML116

Crime XC®, ML117 with ML517

Crime XC+®, ML117 with ML518

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option(s) purchased or quoted and the forms approved in each state. Any higher limits that appear in a sales proposal replace the standard limits listed below. For complete details of the terms, conditions, limitations and exclusions, please see the policy.

Insuring Agreement	Description	
Crime Coverage, ML116		
Employee theft	Covers loss of or damage to money, securities and other property due to employee theft, whether identified or acting alone or in collusion with others	
Forgery or alteration	Covers loss resulting directly from forgery or alteration of instruments, such as checks, drafts and promissory notes	
Inside the premises	Provides coverage for loss: <ul style="list-style-type: none"> • of money and securities inside the premises or a banking premises, resulting directly from theft, disappearance or destruction • due to damage to other property resulting directly from an actual or attempted robbery of a custodian or safe burglary 	
Outside the premises	Pays for theft, disappearance or destruction of money and securities and other property in the care and custody of a messenger or armored motor vehicle company due to an actual or attempted robbery	
Computer fraud	Covers loss of money, securities and other property when a computer is used from inside the insured's premises or a banking premises to fraudulently transfer of that property to a person or place outside those premises	
Funds transfer fraud	Pays for direct loss due to a financial institution receiving and responding to a fraudulent request to transfer, pay or deliver funds from the insured's account	
Money orders and counterfeit money	Covers loss after accepting in good faith counterfeit money or money orders in exchange for merchandise, money or services	
Client's property	Covers your client's loss or damage to money, securities and other property by an identified employee acting alone or in collusion with other persons	
Claim expense	Pays expenses incurred by the insured to establish the existence and amount of any covered loss under any insurance agreement	
Social Engineering Fraud, ML201		
Social engineering fraud	Covers loss when insured transfers money, securities or other property requested by an insured person or employee, or a known customer or vendor who later proves to be an imposter	
Crime XC or XC+, ML117		
Coverage Feature (\$500 deductible applies)	Limits Crime XC ML117 & ML517	Limits Crime XC+ ML117 & ML518
<ul style="list-style-type: none"> • Employee theft • Forgery or alteration • Inside the premises - theft of money and securities • Outside the premises - theft of money and securities • Money orders and counterfeit money • Computer fraud • Funds transfer fraud 	\$25,000 \$25,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000	\$50,000 \$50,000 \$25,000 \$25,000 \$25,000 \$10,000 \$10,000

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2023 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



Management Liability

PILLAR™ NONPROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY COVERAGE



How D&O liability coverage protects you

Directors and officers make discretionary decisions that may affect anyone who has a relationship with the institution: shareholders, regulatory agencies, creditors, suppliers, competitors and patients. Anyone who believes they have been harmed as a result of those decisions may take legal action, requiring you to incur costly expenses to defend your organization and its directors and officers.

When you have directors and officers coverage, it helps protect you and your institution. Consider what could happen without D&O coverage:

- Contributors can sue directors for violating their duties of care and loyalty to the organization, which may result in financial problems for the nonprofit.
- Nonprofit organizations generally don't have the funds to pay for high legal fees to defend their directors and officers. D&O policies protect the assets of nonprofit organizations. Otherwise, the organizations' assets would be needed to indemnify their directors and officers.

Providing the insurance you need

D&O liability coverage insures against claims alleging wrongful acts committed by insureds acting on behalf of your organization. You receive protection for covered claims, relieving you and any other insured person of the need to pay the significant defense costs and potential settlements or judgments.

Having the proper protection in place also helps you to attract and retain the most qualified people, especially when you have coverage that has a broad definition of insured and provides a duty to defend. That way, you don't need to fund your own defense and apply for reimbursement.

Adding protection for unexpected expenses

You can count on your agent to include our optional Capital Endorsement that for a flat premium charge bolsters your protection with 20 additional coverage features, including an additional Side A D&O limit and unexpected cancellation, travel, crisis and other expenses, after covered incidents. Each coverage feature has its own limit. Most features pay in addition to other insurance provided under a Cincinnati or other carriers' policy, except a few features that indicate otherwise.

Protecting your assets

You can trust your local independent agent recommending coverage to understand your organization and see it as you see it. Together, we can customize an insurance program to help protect the personal assets of your directors and officers and the financial strength of your organization with Cincinnati's Pillar nonprofit organization D&O liability coverage.

**Liability protection
can relieve you of the
need to pay for defense
costs, settlements
or judgments.**



Selecting the right company

With Cincinnati's Pillar management liability coverage, know that you have an exceptional insurance program from a company offering:

- A management team specifically dedicated to keeping your program on the leading edge
- Superior claims service provided by Cincinnati professionals
- High financial strength rating from A.M. Best Co., reflecting our ability to pay claims and keep our promises. Please visit cinfm.com and Financial Strength to see our latest ratings

- For qualifying accounts, three-year policy terms with rates that won't increase during the term in most states for many coverages, saving you the added time and expense of annual renewals

Please see below for a more complete summary of coverages. Your agent recommending Cincinnati can provide more details, answer questions and add the coverage you need.

NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE, ML105

General Provisions Applicable to All Liability Coverage Parts, ML101

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

INSURING AGREEMENTS, ML105		
A. Insured Persons	Pays on behalf of insured persons all covered loss that they are legally obligated to pay	
B. Indemnification	Pays on behalf of the organization all covered loss that it's required to pay as indemnification to the insured persons	
C. Organization	Pays on behalf of the organization all covered loss that it is legally obligated to pay	
Coverage	Description	Cincinnati D&O ML105 & ML101
COVERAGE FEATURES		
Allocation	Covers 100% of defense costs when allocating between losses that are covered and not covered	✓
Antitrust coverage	Applies no exclusion for allegations of violations of antitrust regulations	✓
Claim reporting	Requires a claim to be reported when an executive has knowledge of it. If insureds other than executives have knowledge of the claim, there is no penalty for failure to report	✓
Contractual liability ¹	Includes coverage for defense costs for contractual liability claims for insured persons	✓
Extended reporting period	Provides an automatic ERP for no additional premium	90 days
Failure to maintain insurance	Applies no exclusion for failure to maintain insurance	✓

¹ Not applicable in NY

NONPROFIT ORGANIZATION D&O LIABILITY COVERAGE

Coverage	Description	Cincinnati D&O ML105 & ML101
COVERAGE FEATURES (cont'd)		
Insured vs. insured exclusion	Includes exceptions to provide coverage for claims brought by:	
	• an examiner, trustee, receiver, liquidator, rehabilitator, bankruptcy trustee or similar official, or creditors committee	✓
	• an executive, director or officer who has not served as an insured person of the organization for at least a one year period	✓
	• an insured person who is not an executive, director or officer or person who is not receiving assistance from one	✓
	• a whistleblower pursuant to any federal, state or local statutory or common law	✓
Liberalization	Includes liberalization to provide updated coverage to existing policyholders	✓
Misconduct allegations ¹	Includes defense costs coverage for allegations of misconduct (deliberately fraudulent, dishonest, criminal or malicious, willful violation of statute/law, or gaining profit to which the insured is not entitled) until adverse results to the insured are no longer able to be appealed	✓
Misrepresentation look-back period	Limits coverage for misrepresentations on the application to only the current policy and to warranties or representations made within the last three years	✓
New subsidiaries	Provides automatic coverage for newly acquired or formed subsidiaries regardless of size	✓
Order of payments	Prioritizes protection of personal assets	✓
Outside directorship liability	Includes coverage for insured persons for service as an officer or member of the board of directors, trustees, regents, managers, governors, or equivalent position for an organization, which is described as 501(c)(2), (3), (4), (6), (7), (8), (10), (19) or 501(d)	✓
Parent company and franchisor extension ¹	Extends coverage to a parent company or franchisor at the insured's request	✓
Patent infringement	Applies no exclusion to insured persons for allegations of patent infringement and misappropriation of trade secrets	✓
Personal injury	Provides protection from claims alleging acts such as invasion of privacy, libel, slander or defamation	✓
Prior acts coverage	Provides protection for wrongful acts occurring prior to the inception of coverage	✓
Publishers liability	Provides protection from claims alleging acts such as plagiarism, copyright infringement or misappropriation of ideas	✓
Rescission	Protects you because the insurer cannot rescind coverage	✓
Securities coverage	Applies no exclusion for violation of securities laws	✓
Settlement provision	Provides insured with 90 percent of settlement/judgment in excess of the settlement offer rejected by the insured. We will not settle a claim without consent of the insured	✓
Severability of exclusions	Applies to:	✓
		• insured persons so that all exclusions are severable and the knowledge or wrongful acts of one insured person are not imputed to other insureds
	• the conduct exclusion only so that conduct pertaining to an executive is imputed only to the organization	✓
Spouse/domestic partner coverage ²	Extends protection to the spouse or domestic partner of an insured person in their role as a spouse or domestic partner	✓
Territory	Applies coverage to wrongful acts occurring anywhere in the world unless it violates U.S. economic or trade sanctions	✓

² Domestic partners not covered in NY

NONPROFIT ORGANIZATION D&O LIABILITY COVERAGE

Coverage	Description	Cincinnati D&O ML105 & ML101
COVERAGE FEATURES (cont'd)		
Insured	Broad definition of insured includes:	
	• named insured	✓
	• subsidiaries that are more than 50 percent owned by the insured, including for-profit subsidiaries if disclosed on the application	✓
	• members of the board of directors, trustees, regents, managers, governors or equivalent position	✓
	• officers, employees, committee members and volunteers	✓
	• independent contractors the insured has agreed to provide indemnification	✓
Claim	Broad definition of claim includes:	✓
	• written demand for monetary damages or other relief	✓
	• civil, administrative or regulatory proceedings	✓
	• arbitration or mediation proceedings	✓
	• criminal proceedings after indictment	✓
	• written request to toll or waive statute of limitations	✓
Loss	• civil, administrative, regulatory or criminal investigations of insured persons	\$100,000 sublimit
	Broad definition of loss includes the defense costs incurred and the amount the insured becomes legally obligated to pay to include: • punitive and exemplary damages with most favorable venue wording ¹ • excess benefit transaction tax coverage ¹	✓ \$20,000 sublimit per organizational manager
OPTIONS AVAILABLE		
Capital Endorsement, ML207	Provides 20 additional coverage features and limits for various unexpected expenses and incidents, including an additional Side A D&O limit	✓
Continuity of coverage	Offers an option for continuity of coverage	Subject to approval
Defense costs outside limits ³	Provides additional unlimited insurance dedicated to the payment of defense costs, preserving the entire purchased limit for settlements/judgments	Subject to approval
Employed lawyers professional liability coverage	Covers claims arising from legal services provided by the insured's employed lawyers	Subject to approval
Excess Side A	Provides an additional limit of liability for insured persons	\$1 million
Extended reporting period	Offers flexible options:	
	• 12-month ERP (Three-year ERP in NY)	Available to all accounts
	• ERP of other lengths • period to request ERP after cancellation	Subject to approval Up to 60 days
Shared limit of insurance	Provides the ability to select specific coverages that share a limit and to receive a premium discount for those coverages	✓

³ Automatically included in VT

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PILLAR™ MANAGEMENT LIABILITY POLICY

Coverage Overview

Pillar Management Liability Coverage

Conveniently receive a flexible approach by combining valuable management liability coverages in one policy:

- Directors and officers liability
- Employment practices liability
- Fiduciary liability
- Cyber risk
- Crime

Qualifying financial institutions may also select coverage for:

- Bankers professional liability
- Trust services errors and omissions
- Specialized crime protection available on a separate policy



Pillar provides a flexible approach to combining valuable coverages in one policy.



Everything Insurance Should Be®

cinfin.com

Why purchase Pillar?

Even well-run organizations face legal challenges. You can be saddled with significant defense costs if:

- A highly paid executive is replaced by a younger, lower-paid employee. The executive sues for age discrimination.
- Participants in a 401(k) plan sue the plan's administrator, the plan and the sponsor, alleging violations of the trust agreement that lead to significant loss of plan assets.
- An employee is dismissed and sues the employer for wrongful termination.

How will you spend your time and resources?

Would a judgment or settlement negatively impact the financial strength of your corporation or organization? Or worse yet, put you out of business? Do you have the resources to coordinate an effective defense?

Innovative

Since 1982, Cincinnati has written D&O and fiduciary liability insurance. Cincinnati was also one of the first standard carriers to introduce employment practices liability coverage.

Pillar continues this innovation by letting you choose the coverage that fits your needs. Combining coverages reduces the likelihood of coverage gaps or overlaps, so you don't have to worry about becoming involved in disputes between multiple insurers. Combining coverages also simplifies reporting claims and reduces your paperwork with only one application needed in most cases.

Specialized options for your organization

You receive innovative and diverse management liability products that include coverage features specific to:

- Nonprofit organizations
- Community associations
- Educational institutions
- Healthcare institutions
- Privately held companies
- Financial institutions

Flexible

Pillar allows you to choose the same or different limits of insurance for each coverage. You can opt for a common limit to be shared by whichever coverage parts you choose. Ask about any special coverage or policy condition to accommodate your situation.

Our policies offer many built-in and optional coverages to include adding our Capital Endorsement for community associations and nonprofit organizations. The endorsement bolsters your D&O protection with 20 additional features, including an additional Side A D&O limit and cancellation, travel, crisis and other expenses, after covered incidents. Each coverage feature has its own limit. Most features pay in addition to other insurance provided under a Cincinnati or other carriers' policy, except a few features that indicate otherwise. Your agent can work with us to customize a policy made to order for you, so you pay only for the coverage you need.



Personal service

A select group of local independent insurance agencies represents Cincinnati. As your neighbors, independent agents understand your needs and risks. They work hard to give you value and service that support long-term relationships. Please visit cinfin.com to read about the most recent published rankings, studies and independent surveys of agents and consumers that consistently rate Cincinnati as one of the top insurers.

Financial strength

Property casualty policyholders count on Cincinnati's financial strength. Their policies are backed by Cincinnati's high surplus, assuring that resources will be there when policyholders need them.

Independent rating agencies affirm Cincinnati's high financial strength, placing it among the top standard market property casualty insurer groups. Please visit cinfin.com and Financial Strength for our latest ratings.

Thank you for trusting your agent and Cincinnati to protect your business.

Coverage Summary

PILLAR™ CAPITAL ENDORSEMENT, ML207

Option for Nonprofit Organizations or Community Associations Directors and Officers Liability Coverages

This summarizes the coverages provided by the above insurance form. These limits are in addition to any limits for the same coverage that appear in an e-CLAS® sales proposal or provided elsewhere whether by Cincinnati or another carrier, unless specified otherwise. In the event of a conflict, the actual policy terms, conditions, limitations and exclusions prevail.

CAPITAL ENDORSEMENT	
Coverage Features	Limits ML207
Additional excess Side A provides an additional limit of liability for insured persons under D&O Insuring Agreement A	\$250,000
Business travel benefit covers a director or officer suffering an injury while traveling on a commercial carrier for business	\$50,000
Conference cancellation covers expenses for a business-related conference – paid by the insured and not otherwise reimbursed – that was cancelled due to a natural catastrophe or communicable disease outbreak	\$25,000
Crisis management pays emergency response expenses incurred because of a covered incident	\$50,000
Death benefit covers the death of a current director or officer resulting from a certified act of terrorism	\$50,000
Destroyed records covers reasonable and necessary expenses to reconstruct the organization’s paper or electronic business records lost or destroyed due to a natural catastrophe or a certified act of terrorism	\$25,000
Donation security pays for a failed donation incurred and not reimbursed by any other source	\$50,000
Emergency real estate consulting fees reimburses covered fees incurred for relocation due to the unforeseeable destruction of the organization’s principal location	\$50,000
Emergency travel expense covers any director or officer for emergency travel expenses incurred due to a certified act of terrorism	\$50,000
Fundraising event cancellation expense reimburses expenses that are incurred due to the cancellation of a fundraising event caused by an order made by a civil authority responding to a natural catastrophe or a communicable disease outbreak, provided the fundraising is not re-scheduled.	\$25,000
Identity theft expense reimburses the expenses of any current director or officer who becomes a victim of identity theft	\$50,000
Image restoration and counseling covers image restoration and counseling expenses due to sexual misconduct or sexual molestation of the organization’s clients committed by an insured person of the organization	\$50,000



CAPITAL ENDORSEMENT, ML207

Coverage Features (cont'd)	Limits ML207
Immigration civil fines or penalties pays assessments for unintentional violation of the United States Immigration and Nationality Act resulting from a notice of inspection, audit or investigation by a government agency	\$25,000
Key individual replacement expense reimburses expenses, not covered by another source, to replace the chief executive officer or executive director due to death or permanent disability	\$50,000
Kidnap expense covers reasonable fees incurred after the kidnapping of a director or officer or their spouse, domestic partner, parent or child	\$50,000
Political unrest coverage reimburses emergency evacuation expenses due to an incident when the present director, officer, employee or volunteer travel outside the United States	\$50,000 maximum \$10,000/employee
Temporary meeting space reimburses rental expenses when a primary office space is temporary unavailable due to the failure of a climate control system or hot water heater	\$50,000
Travel delay coverage reimburses present directors or officers incurred expenses due to the cancellation of any regularly scheduled business travel on a common transportation carrier	\$2,500
Unauthorized business card use covers loss of money or charges and costs incurred directly from the unauthorized use of credit, debit or charge cards issued in the business name	\$1,500, \$500 deductible applies
Workplace violence counseling provides emotional counseling expenses after a violent incident occurs on premises	\$50,000



Everything Insurance Should Be®

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Business Insurance

NONPROFIT DIRECTOR AND OFFICER LIABILITY

Management Liability Claim Examples



Nonprofit organizations have the best intentions for their clients and society, operating to the benefit of their communities. Cincinnati's Pillar™ Nonprofit Organization Directors and Officers Liability Coverage offers insurance protection, so you can stay focused on those efforts. These scenarios highlight how insurance coverage can protect your interests, saving you defense and settlement costs due to allegations of wrongful acts committed by directors, officers or other insured individuals.

Consumer protection laws violation

A potential buyer sued a club that hosted a charity auction after one of the items up for bid could not be made available due to a processing error. The matter settled for **\$400,000** with **\$250,000** in defense costs.

Breach of fiduciary duty

A member of a private club alleged its board had failed to follow its bylaws in its handling of assessments, thus breaching its fiduciary responsibilities. Nearly **\$150,000** was paid in defense costs.

Breach of duty of bailee

A benefactor filed a lawsuit against an organization alleging its leadership failed to return an item the sponsor had considered only to be a loan, and not a gift. More than **\$200,000** was paid in defense costs.

Breach of duty

Former club members sued the club's board relating to a proposed change in the refund policy for membership investments to the club. More than **\$75,000** was paid in defense costs.

Breach of constructive trust

Members sued a cooperative regarding its methods of recording and managing profits, as well as member distributions. The **\$1 million** policy limit was exhausted in defense costs while the claim was still in litigation.

Thank you for trusting your agent and Cincinnati to protect your business.

These hypothetical scenarios are based on actual claims and offered for educational purposes only. Every claim is adjusted according to its own specific set of facts. Whether or not insurance coverage would apply to any claims depends on the facts and circumstances of each case and the terms, conditions and exclusions of each individual policy.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

Coverage Summary

CINCINNATI DATA DEFENDER™

Cincinnati Data Defender™ Coverage Form, HC102 or ML102

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in a sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see the policy.

Coverage Descriptions	Standard Limits HC102 or ML102
<p>Breach response expense and services¹ pays for expenses that you incur to respond to a data compromise (i.e. a breach of your client's data stored in any format), including services to assist your customers, employees and others affected by a breach:</p> <ul style="list-style-type: none"> • professional IT help to identify who was affected by the breach and how to notify them • legal review to determine notification requirements • preparation of notifications to affected individuals • services to help individuals affected by the breach <ul style="list-style-type: none"> – toll-free help line if identity theft is suspected – credit monitoring for affected individuals – identity restoration case management for identity theft victims • professional public relations review of and response to the data breach 	<p>\$50,000 (deductible applies)</p> <p>\$25,000 sublimit</p> <p>\$25,000 sublimit</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>\$25,000 sublimit</p>
<p>Defense and liability protects you if liability claims arise from a data breach. Coverage includes:</p> <ul style="list-style-type: none"> • investigation, defense and appeal expenses • damages, judgments or settlements to affected individuals for which you are held responsible • legal expenses for which you are held responsible • defense and settlement costs for regulatory proceedings • payment card industry fines and penalties • regulatory fines and penalties • punitive damages to the extent legally insurable • prejudgment and postjudgment interest for which you are held responsible 	<p>\$50,000 (deductible applies)</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>\$25,000 sublimit</p> <p>\$25,000 sublimit</p> <p>Included</p> <p>Included</p>

¹ The Hartford Steam Boiler Inspection and Insurance Company provides The Cincinnati Insurance Companies with a variety of support services, including call center assistance, collaborative claims service and risk mitigation materials.



CINCINNATI DATA DEFENDER

Coverage Descriptions (cont'd)	Standard Limits HC102 or ML102
Identity recovery protects qualifying owners/key employees of your business if they become identity theft victims, whether or not the identity theft is related to a data compromise at your business. This coverage includes:	\$25,000 (deductible applies)
• identity recovery help line	Included
• case management by experienced case managers	Included
• reimbursement for covered expenses	Included
– legal fees caused by identity theft including costs for civil and criminal defense	Included
– lost wages and child and elder care expenses due to time away from work	\$5,000 sublimit
– credit report restoration	Included
– reapplication fees for loans declined due to incorrect credit information	Included
– postage, phone and shipping fees	Included
– notary and filing fees	Included
– mental health counseling costs	\$1,000 sublimit
– costs for other expenses that result from the identity theft	\$1,000 sublimit
Loss control/risk assessment online services¹:	
• incident roadmap – steps to take following a data breach	Included
• online training modules – privacy best practices and red flag rules	Included
• cyber risk tools – self-assessments, state breach notification laws and cost calculators	Included
• vendors – external resources directory: law firms, public relations firms and IT consultants	Included
• cyber and privacy news – security and compliance news and helpful industry links	Included
• resources – best practices and white papers by leading authorities	Included



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Coverage Summary

CINCINNATI NETWORK DEFENDER™

Cincinnati Network Defender Coverage Form, HC103 or ML103

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted and the forms approved in each state. Any higher limits that appear in your sales proposal replace the standard limits listed. For complete details of the terms, conditions, limitations and exclusions, please see your policy.

Coverage Descriptions	Standard Limits HC103 or ML103
<p>Computer attack pays for your covered losses resulting directly from a computer attack, including:</p> <ul style="list-style-type: none"> data restoration – costs to hire a professional firm to replace lost or corrupted data from electronic sources data re-creation – costs to hire a professional firm to research, re-create and replace lost or corrupted data from <i>non</i>-electronic sources system restoration – costs to hire a professional firm to restore your computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of your computer system loss of business income – income lost by your business and extra expenses incurred during the time system and data recovery activities take place public relations services – costs to engage a professional public relations firm to communicate with outside parties concerning the computer attack and your response third-party systems (loss while data is in your service provider’s control) cyber extortion (including ransomware) 	<p>\$50,000¹ (deductible applies)</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>\$25,000²</p> <p>\$25,000²</p> <p>Included</p> <p>\$10,000</p>
<p>Network security and electronic media liability pays for defense and settlement costs due to claims brought against you by third parties for alleged damage caused by:</p> <p>A security failure in your computer system that leads to:</p> <ul style="list-style-type: none"> breach of third-party business data unplanned malware forwarding or replication unintentional support of a denial of service attack <p>Your electronic communications that result in:</p> <ul style="list-style-type: none"> defamation violation of a person’s right of privacy interference with a person’s right of publicity infringement of copyright or trademark 	<p>\$50,000¹ (deductible applies)</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p>

¹ Standard limit is \$100,000 in MT, ND, NH and NY
² Standard sublimit is \$50,000 in MT, ND, NH and NY



CINCINNATI NETWORK DEFENDER™

Coverage Descriptions (cont'd)	Standard Limits HC103 or ML103
Cyberattack mitigation online resources³:	
• resources on cybercrime, data security, risk management and security awareness	Included
• cyber and privacy news links to timely articles and the latest computer and network security news	Included
• cyber risk tools such as assessments, guides, sample policies, forms and templates	Included
• brief security training videos for education about business security and privacy awareness topics	Included
• optional technical support service, TechQ, for assistance in troubleshooting, diagnosing and fixing common computer problems, including finding and removing viruses	Available for an additional fee

³ The Hartford Steam Boiler Inspection and Insurance Company provides The Cincinnati Insurance Companies with a variety of support services, including call center assistance, collaborative claims service and risk mitigation materials.



For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

Management Liability

PILLAR™ CYBER RISK PROTECTION



Why buy cyber risk protection?

Every business, no matter its size, collects and stores personal information about customers, employees and others. In addition, your business may depend on computer systems to access and use data to conduct daily operations. Technology and accessibility to personal information expose you to harmful cyberattacks with the potential to disrupt your operations, increase costs and damage customer relationships. Imagine these scenarios:

- Private customer information is exposed through a retailer’s website. The customers sue the retailer.
- A health care organization’s donor database is exposed due to a computer virus. The health care organization is held responsible.
- Thousands of student names and Social Security numbers are exposed due to a security breach of a college computer server. The college must defend itself against negligence charges.

Protecting your business

You can trust your local independent agent recommending coverage to understand your organization and see it as you see it. Together, we can customize a plan to help protect your organization with the appropriate cyber risk insurance coverage.

Providing the coverage you need

To protect your business, consider security for your computer systems and cyber risk insurance from Cincinnati by choosing from these coverage options:

- **Cincinnati Data Defender™** – Provides three important data privacy exposure coverages: expenses incurred responding to a breach and providing services for those affected, identity theft, and defense and liability coverage.
- **Cincinnati Network Defender™** – Provides two important types of cyber risk protection: computer attack coverage, and network security and media liability coverage.
- **Cincinnati Cyber Defense™** – Includes the coverage elements of Data Defender and Network Defender with additional coverage options for loss of business income, cyber extortion and media liability coverage.

Cincinnati Data Defender and Cincinnati Network Defender can be purchased separately or can work together to create well-rounded protection for your small to medium-sized organization. Cincinnati Cyber Defense may be the best option for your organization if it’s larger or has more complex cyber exposures, and you need broader coverage, higher limits and more flexible options.

Please review a more complete summary of coverages on the next page. Your agent recommending Cincinnati can provide more details, answer questions and add coverage to your Pillar management liability policy.

Protection includes access to an online portal offering training, best practices and other tools for managing cyber risk before an attack.



CYBER RISK PROTECTION

Insuring Agreement	Description
Cincinnati Data Defender, ML102 & General Provisions, ML101	
Response expenses coverage	Pays costs you incur to respond after a data breach, including expenses for providing services to assist your customers, employees and others affected by the breach
Defense and liability coverage	Provides financial protection for legal action you may face even if your breach response is efficient and complies with applicable laws
Identity recovery coverage	Provides expense reimbursement and personal services to help you recover from identity theft if an unauthorized person commits fraud or other crimes using your personal or financial information
Cincinnati Network Defender, ML103 & General Provisions, ML101	
Computer attack coverage	Helps your business recover after a cyberattack and pays for cyber extortion expense, data restoration services, data re-creation services, system restoration services, business income you lose, extra expenses you incur, as well as public relations services
Network security and electronic media liability coverage	Pays for defense and settlement costs due to claims by third parties: <ul style="list-style-type: none"> • for alleged damage caused by a security failure in your computer system that leads to a breach of third-party business data, the unplanned forwarding or replication of malware or the unintentional support of a denial of service attack • alleging that your electronic communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark
Cincinnati Cyber Defense, ML104 & General Provisions, ML101	
Response expenses coverage	Pays costs you incur in responding to a data breach and includes expenses for providing services to assist your customers, employees and others affected by the breach in addition to reputational harm costs and reward payments
Computer attack coverage	Helps your business recover after a cyberattack and pays expenses you incur for data restoration services, data re-creation services and system restoration services, as well as public relations services, telecommunications fraud expenses and reward payments
Loss of business income	Pays for the business income lost and extra expenses incurred due to a computer attack or system failure during the time that system and data recovery activities take place and also includes a voluntary shutdown of the computer system
Cyber extortion coverage	Pays the cost of an investigator that you retain due to an extortion threat against your systems or data, and it covers amounts paid in response to the cyber threat including reward payments
Identity recovery coverage	Provides expense reimbursement and personal services to help you recover from identity theft if an unauthorized person commits fraud or other crimes using your personal or financial information
Data compromise liability coverage	Provides defense and liability coverage for legal action you may face – including regulatory and PCI fines and penalties – even if your breach response is efficient and complies with applicable laws
Network security liability coverage	Pays for defense and settlement costs due to claims by third parties for alleged damage caused by a security failure in your computer system that leads to a breach of third-party business data, the unplanned forwarding or replication of malware, the unintentional support of a denial of service attack or the inability of an authorized third-party user to access your computer system
Media liability coverage	Pays defense and settlement costs if a third-party claimant sues you alleging that your electronic or other communications resulted in defamation, violation of a person's right of privacy, interference with a person's right of publicity or infringement of copyright or trademark

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

Management Liability

TOOLS TO HELP YOU MANAGE RISK



When you purchase Cincinnati’s exceptional Pillar™ management liability insurance to protect your organization, you receive access to risk management tools at no additional cost to help you with the complex situations covered by your policy.

Depending on the coverage options you purchase, you may also gain access to services provided by risk management specialists who can answer questions related to managing your community association, employment practices issues, cyber liability exposures or workplace violence. Most of these services are also available at no additional cost.

- Nonprofit Risk Management Portal:** Are you a nonprofit organization looking for expert risk management guidance? Cincinnati’s policyholders can register with Nonprofit Risk Management Center, a leader in the risk management space, to help you identify and manage risks that threaten your missions, while empowering you to take bold, mission-advancing steps. Comprehensive risk resources provide practical knowledge on the topics that matter to you, while self assessments lead you – step by step – to building a custom risk management plan. Please visit cinfm.com/nonprofit-risk-resources to register for NRMC services; have your Cincinnati Insurance policy number ready.
- Community Association Helpline:** As a Pillar policyholder, you can call a toll-free helpline, 844-458-9556, for assistance reducing or avoiding a potential wrongful acts loss related to managing your community association. Please have your Pillar Directors & Officers policy number ready before you call. When you place your call, leave a message including your name, complete contact information, policy number and your question or concern. A helpline lawyer will call you back, usually within one business day. Please be advised that each helpline call is limited to one hour. There is no additional charge for using this policyholder helpline.
- Employment Practices Helpline:** Do you have questions about how to handle employment situations? Pillar policyholders whose coverage includes Cincinnati’s employment practices liability insurance may call our toll-free Employment Connection helpline, 888-811-3427, for guidance from an attorney prior to making employment-related decisions. We offer eligible policyholders an unlimited number of calls seeking advice on employment policies and procedures.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



- Cyber Risk Management Portal:** Cincinnati's cyber policyholders may access eRiskHub, an online portal that provides news, information and tools to help mitigate a breach or hacking event, virus infection or other cyberattack. On eRiskHub, you will find information about privacy laws, compliance and breach response guides including compliance resources, notification letter examples, and credit bureau and government agency notifications. Other data risk management expertise may be engaged to help diagnose and repair virus infections and other common computer problems. Some services offered may extend beyond what the policy covers and include an additional charge. Please visit <https://eriskhub.com/cic> to set up an account using the access code provided with your policy or available from your agent to begin exploring this valuable resource.
- Workplace Violence Hotline:** After a covered workplace violence event, Pillar policyholders who have added Cincinnati's optional workplace violence expense coverage to their EPLI policy can receive help to create a response and begin the recovery process. Simply call the toll-free, 24-hour hotline, 877-841-1082. It's monitored by Black Swan Solutions, a business unit of Empathia, Inc., which is an industry-leading crisis support organization. Coverage also reimburses recovery expenses for security, public relations, counselors and lost salaries, wages and business income. While policyholders are not obligated to use Black Swan Solutions, this resource is available if you need them.
- Kidnap, Ransom and Extortion:** Success attracts respect, recognition and rewards, yet may leave you vulnerable to kidnapping and extortion attempts. This policy option pays for the vital services of Control Risks Group, a kidnap extortion and crisis management consulting firm. Experts help manage all aspects of the situation, work toward the safe return of the victim and negotiate ransom requests. They also try to identify those responsible, assess the circumstances and search for a motive.

Selecting the right company

With Cincinnati's Pillar management liability coverage, know that you have an exceptional insurance program from a company offering:

- A management team specifically dedicated to keeping your program on the leading edge
- Superior claims service provided by Cincinnati professionals
- High financial strength rating from A.M. Best Co., reflecting our ability to pay claims and keep our promises.
- For qualifying accounts, multi-year policy terms are available in most states for many coverages, saving you the added time and expense of annual renewals

Your agent recommending Cincinnati can provide more details, answer questions and add the coverage you need.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

Our loss control service is advisory only. We assume no responsibility for management or control of customer loss control activities or for implementation of recommended corrective measures. These materials were gathered from trade services and public information. We have not tried to identify all exposures. We do not warrant that this information is consistent with the underwriting guidelines of The Cincinnati Insurance Company and its subsidiaries or with any federal, state or local law, regulation or ordinance.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. Best's ratings are under continuous review and subject to change and/or affirmation. To confirm the current rating, please visit www.ambest.com. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

RISK MANAGEMENT FOR NONPROFIT ORGANIZATIONS

*Your nonprofit serves others.
Let us serve you.*

Volunteers. Boards of directors. Fundraising. Nonprofits have a lot to contend with – and often on a modest budget. We can help.

Professional risk resources at your fingertips

Nonprofit Risk Management Center is a respected leader in the risk management space. With an experienced team of nonprofit-savvy advisers, NRMCM can help your nonprofit identify and manage risks that threaten your missions and operations while empowering you to take bold, mission-advancing steps.

Through Cincinnati's relationship with NRMCM, you can tackle the topics you care about: youth protection, workplace safety, volunteer management, reputation risk, legal compliance, insurance program oversight, fiscal oversight and fraud protection, employment practices, governance and more.

Real-world solutions at no additional cost

Complete your registration with NRMCM to receive tools proven to produce results, without cost to you:

- **Self-assessment tools** – The backdrop to any enterprise lies in the details. Make sure yours' hit the mark:
 - Take *My Risk Assessment* to identify gaps and get expert recommendations designed to strengthen your risk management strategies.
 - Visit *My Risk Management Policies* to draft custom policies for your organization. In minutes, use an intuitive policy-building web app – with more than 170 templates covering 22 topics – to create fit-to-suit policies on topics from human resources and information technology to client safety and more.
 - Access *My Risk Management Plan* to create a custom risk management plan that meets the needs of your unique organizations.

It's that easy: take an assessment, let the experts guide you and come away with a plan built for you.



- **Risk resources** – Because we all learn and process information differently, you'll receive varying forums of expert-created material:
 - Access a library of 50+ recorded educational videos, helpful infographics and practical articles.
 - Subscribe to RISK eNews to receive weekly risk management insights.
 - Find answers to top-of-mind questions on topics from pandemic response to managing volunteers and more.

REGISTER TODAY!

As a Cincinnati Insurance policyholder in the nonprofit sector, you are eligible for full access to a custom risk resource portal, built for you at no additional cost. Registration is easy:

- Visit cinfin.com/nonprofit-risk-resources.
- Click Nonprofit Risk Management Center's registration page.
- Click Register.
- Complete the portal registration form.
- Enter your Cincinnati policy number.
- Click Submit.
- Expect an email notifying you that your registration has been approved and is complete.

Your local independent insurance agent and Cincinnati's experienced knowledgeable team of loss control representatives are available to guide you through these services. To register or to learn more about this service, contact your agent or visit cinfin.com/nonprofit-risk-resources.

If you need registration assistance, please contact NRMCM, 703-777-3504 or info@nonprofitrisk.org. A customer service representative will assist you.

The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496.

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- The Cincinnati Insurance Company**
- The Cincinnati Casualty Company**
- The Cincinnati Indemnity Company**

CERTIFIED ACTS AND OTHER ACTS OF TERRORISM INSURANCE REJECTION FORM

You should read this document carefully and contact us or your agent if you have any questions regarding insurance coverage for Certified Acts of Terrorism and Other Acts of Terrorism. No coverage is provided by this document.

Under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. For information regarding the availability of coverage for Certified Acts and Other Acts of Terrorism, subject to an additional premium, please contact your insurance agent.

The undersigned policyholder or applicant acknowledges and understands that terrorism insurance coverage has been offered pursuant to the Terrorism Risk Insurance Act and its amendments and the policyholder has chosen to reject coverage for Certified Acts and Other Acts of Terrorism.

The rejection of coverage for Terrorism is valid and binding on all insureds and persons claiming benefits under the policy/application.

This rejection of coverage for Terrorism will apply to any renewal, reinstatement, substitute, amended, altered, modified, transfer or replacement policy with this company or with any affiliated company unless the Named Insured makes a written request to the company to exercise a different option.

Your Acknowledgment:

By signing below, I acknowledge that:

1. I intend that my selection will apply to me and to all other persons or organizations that may be eligible for coverage under this policy.
2. I understand that my selection applies to all subsequent renewals or amendments of my policy unless I request otherwise in writing.
3. I have read and understand the purpose and content of this form and the consequences of my selection.
4. I am legally authorized to make decisions concerning the purchase of Terrorism Insurance Coverage.

Name of Insurance Company

Policy/Application Number

Policyholder/Applicant

Applicant Signature

Date

Agent

Agent Signature

Date

Report to TACC Board on Purchasing Procurement Policy

By Peter Varga, Transportation Consult Service L.L.C.

January 4, 2025

I have examined three policies on procurement and purchasing and find that the best one for the Transportation Authority for Calhoun County to adopt is:

Akron Metro's PROCUREMENT POLICIES & PROCEDURES MANUAL

All procurement contracts must be under full and open competition except micro purchases defined as under \$10,000. All purchases must be conducted by the Purchasing Department, which identifies three sources of requirements:

- Ohio Revised Code.
- FTA Circular 4220.1F, third party contracting guidelines.
- METRO's Board of Trustees' resolutions.

This is more limited than federal requirements as it must incorporate state or local codes and policies. The Board authorizes the CEO/Secretary Treasurer as follows. All orders for more than \$100,000 must be approved by the Board. The CEO has an authorization level up to \$100,000. All above \$49,999.00 must be competitively bid. All orders for less than \$10,000 must be competitively purchased. Sole sources must be documented.

There are clear procedures for approvals at various department levels. Change orders must be approved by the CEO and all above \$100,000 must go to the Board. There is a strict code of ethics.

Contacts prior to and IFB or RFP require good judgement by the procurement department or finance department. There are clear instructions regarding leasing and purchasing. Leasing is to be avoided except in some circumstances. There are clear bid protest procedures. If Federal funds are to be used there is a reference to Buy America Regulations (CFR Part 661).

There are defined standards of conduct – There should be no conflict of interest real or apparent.

There are clear procedures for Cost Time Materials Contracts. Tag Ons are not permitted. The cost principles defined. There should not be any cost-plus percentages. This is for all contracts above \$25,000.

There are additional requirements for federally funded contracts:

Cost Price analysis: Federal cost principles must be followed; No advance Payments; progress payments must be defined, and there should be Report to the Federal Transit Administration

(FTA) on Rolling stock purchases. (I will note here that recently under federal approval advance payments may occur under strict guidance).

There is clear procurement requirements pre-solicitation with strict procedures to be followed. For grant funds there are special authorization forms including approvals by the Grants Administration. There should be a clear Sealed Bid Procurement process with each level in the organization identified. IFB preparation is specified. The advertising and solicitation of bids must be specified. The bidding process is clearly defined.

The Award Process clearly is that the contract will be awarded to the lowest best overall bid meeting requirements.

The manual has a special chapter on Negotiated Procurements. There should be clear and outlined procedures with guidelines for the evaluation process. There should not be conflicts of interest.

The manual has a special chapter on Purchasing thresholds. Once again, all purchases above \$100,000 must be approved by the Board. Small purchases are \$10,000 to \$50,000. All purchases above \$50,000 must follow the Ohio code.

The manual also has a special chapter on Construction and construction service. The Board of Trustees must make the award. The award must be to the "lowest responsive and responsible bidder." The responsiveness of the bid is determined by its conformance to the technical and legal requirements of the bid documents. A bid is not responsive and may not be considered for award when it contains a deficiency as to any material factor, defined as circumstance which affects price, quality, quantity or delivery of the article or service furnished.

Responsiveness of the bids should be evaluated for the following:

- Meets all the major technical, engineering and performance requirements of the product or service. Such requirements should be clearly stated in METRO's technical specifications.
- Contains a bid guarantee meeting the requirements of the invitation for bid.
- Bids must be filled out, executed, and submitted in accordance with the instructions contained in the invitation for a bid which affects issues of a material nature.
- A bid shall be rejected when the bidder imposes conditions which materially modify requirements of the solicitation documents; and
- Meets or exceeds the DBE goal.

- For federally funded procurements, the determination of bid responsiveness process will include confirmation that a completed Certification of Restrictions on Lobbying form has been received for prime contractors and any subcontractors whose subcontract value exceeds \$100,000.

The manual also contains a chapter on contract administration.

The Procurement Manager/Finance Department is responsible for the post-award administration of contracts to ensure compliance with the terms of the contractor and METRO.

The contract file contains documentation which details the history of the procurement through award of the contract. It includes, at a minimum, the rationale; therefore, of matter which any result (or have resulted) in controversy or dispute.

The documentation includes the following:

- The rationale for the method of procurement.
- The selection of the contract type.
- The reasons for selection or rejection of the contractor.
- The basis for the contract price.

The following are the normal contract administration functions to be performed by the Procurement Manager/Contract Administrator:

- Review the contractor's insurance plan.
- Conduct post award conferences.
- Resolve issues of controversy.
- Review and approve or disapprove the contractor's requests for payments.
- Issue contract modifications.
- Perform pre-award surveys.
- Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- Assist the DBE Officer in evaluating an offeror's proposed DBE subcontracting plan.
- Accomplish administrative closeout procedures.
- Ensure compliance with specifications.
- Issue change orders and perform price and cost analysis.

I recommend the AKRON METRO's Procurement Policies and Procedures Manual as a model for the TACC Board. I think that it should reflect any Michigan based codes. The Akron Manual was the one that best meets the federal requirements.

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY CONFLICT OF INTEREST STATEMENT

To: Board of Directors, Transportation Authority of Calhoun County

I, the undersigned, associated with the Transportation Authority of Calhoun County (the "Authority") in a capacity of director, principal officer, key employee, or member of a committee with board delegated powers represent that as of the date specified below, I have the Financial Interests described below.

In accordance with the Authority's duly adopted Conflict of Interest Policy, I understand that I have a "Financial Interest" if I have, or as a result of a transaction at issue will have, a compensation or other financial arrangement with the Authority, including but not limited to, a sale, exchange or leasing of property; the lending of money or other extension of credit; the furnishing of goods, services or facilities, including specifically the provision of services as a vendor; the payment of compensation (or payment or reimbursement of expenses); or the receipt of, or use of, the income or assets of the Authority.

Furthermore, I have a "Financial Interest" if I, together with my family:

A. Hold a position of influence or control, such as but not limited to, trustee, director, president, chief executive officer, chief operating officer, chief financial officer, or treasurer of a corporation, partnership or other legal entity that enters a transaction with the Authority; or

B. Own greater than 20% of the total combined voting power of a corporation, partnership or other legal entity that enters a transaction with the Authority.

As of this date, I have the following Financial Interests:

As of this date, I am employed by, or am a principal of:

I declare that I will inform the Chairperson (or in the case of the Chairperson, the Board of Directors) of the Authority, in writing, of any material change in the information in this Conflict of Interest Statement.

I do further specifically represent that I have received a copy of the Authority's Conflict of Interest Policy, that I have read and understand that policy, and that I agree to comply with that policy.

I affirm to the best of my knowledge, information, and belief, that the information I have provided in this Conflict of Interest Statement is correct and complete.

Signed:

Printed Name:

Dated:

Mail Box License Agreement

This Mail Box License Agreement (“Agreement”) is made and entered into by and between the Transportation Authority of Calhoun County (“Ride Calhoun”) and Battle Creek Unlimited, Inc. (“Licensor”).

WHEREAS, Licensor is the current owner or lessee of certain space in the building (“Building”) located at the address set forth and as described in Exhibit A to this Agreement (“Premise”).

WHEREAS, Ride Calhoun desires to lease a mailbox in the Premises from Licensor on the terms and conditions herein and furnished as set forth in Exhibit A to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERM: The Commence Date is **January 1, 2025**, and the license granted by Licensor hereunder will begin on Commencement Date and continue on a month-to-month basis until cancelled by either party upon 30 days prior written notice to the other party.

FEE: Beginning on the Commencement Date, Ride Calhoun shall pay Licensor, at the address set forth in the Notice section below, the sum of **\$25 per month** (the “Fee”), payable monthly in advance, as consideration for the license. The Fee for any partial month shall be prorated based upon the actual number of days in the month. The Fee shall be payable upon the first day of each calendar month so long as this Agreement is in effect. The parties agree and understand that except for the Fee, Ride Calhoun is not responsible or obliged to pay Licensor any other sum including without limitation any amount for taxes, common expenses, utilities, repair or any other expense associated with the use or occupancy of the Premises, or the furniture or fixtures contained therein. Licensor must arrange and pay for all utilities furnished to the Building for the term of this Agreement, including without limitation electricity, gas, water, sewer, and any and all taxes.

REPAIR AND MAINTENANCE: Licensor will maintain the Building and keep it in good repair at its expense, including without limitation maintaining and repairing windows, doors, skylights, adjacent sidewalks, parking lot, common areas, lavatories, the Building front, and interior walls. Ride Calhoun is responsible for any costs associated with the installation of a new mailbox or any equipment needed while leasing the mailbox at the Leased premises.

HOLD HARMLESS:

A. No responsibility shall rest upon the Licensor by reason of the condition of the Leased Premises (mailbox) nor shall the Licensor be liable to the Ride Calhoun or any of its patrons, customers, agents, servants or employees by reason of the condition of the Leased Premises (mailbox) or any improvements, equipment or personal property situate thereon. Lessee agrees to indemnify and hold harmless Licensor against all loss, damage and expense arising out of bodily injury or damage to property resulting on, about or from Ride Calhoun use of the Leased Premises (mailbox) other than injury or damage caused by Lessor's gross negligence or willful misconduct. Ride Calhoun shall provide

at its own expense and keep in continuous force and effect during the term of this Agreement comprehensive public liability insurance naming Licensor as an additional insured. Each policy of insurance shall provide coverage in the following minimum amounts: For personal injury, \$1,000,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate limit; property damage, \$1,000,000 on account of any one occurrence with an aggregate limit of not less than \$2,000,000.

B. Said policies shall be written by a company or companies approved by the Licensor, and certificates or policies evidencing continuous coverage thereunder together with evidence of prompt payment of all premiums arising therefrom shall be furnished to Licensor periodically so as to demonstrate the required continuous coverage.

HOURS OF OPERATION: Ride Calhoun shall have access to the mailbox Monday thru Friday from 8 am – 5 pm EST. From time-to-time special circumstances may arise in which Licensor will work with Ride Calhoun to reasonably accommodate.

USE OF CONFERENCE ROOM: Ride Calhoun shall pay a fee to use the conference room for business purposes. The fee schedule is listed in Exhibit B.

SURRENDER: Ride Calhoun will surrender the mailbox in the Premises at the end of the license term in the same condition as when Ride Calhoun took possession, allowing for reasonable use and wear and damage by acts of God, including without fires and storms.

NOTICE: All notices hereunder will be in writing and will be sufficient if sent by first-class registered or certified mail, postage prepaid, return receipt requested, or by reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and will be deemed given when received or refused and addressed as set forth below, or to such other address or addresses as may be from time to time designated by notice by a party to the other party as herein provided as follows:

If to Licensor: Battle Creek Unlimited, Inc.
Attn: Joe Sobieralski
4950 W. Dickman Road, STE 1
Battle Creek, MI 49037

With a copy to:
Transportation Authority of Calhoun County – Ride Calhoun
Attn: Acting Treasurer, Amy Evans
XXXXXXXXXXXXX
Marshall, MI XXXXX

MISCELLANEOUS: This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto. This Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective successors and assigns. The above recitals and any exhibits hereto are made a part hereof and incorporated herein. No waiver of any provision of this Agreement shall operate or be construed as a waiver of any other provision. The headings in this Agreement are for convenience of reference only and are not intended to limit or define the scope of effect of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers on _____.

Transportation Authority of Calhoun County - Ride Share

Signature: _____

Print Name: _____

Title: _____

Battle Creek Unlimited, Inc.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

ADDRESS OF PREMISES:

4950 W. Dickman Road, STE B2
Battle Creek, MI 49037

DESCRIPTION OF PREMISES:

Mailbox access in the B-Building, located in the foyer area of the building.

EXHIBIT B – Conference Room Rental Rates

Hourly Rate:

- \$15 (per hour)

Half Day Rate:

- \$60 (four hours)

Full Day Rate:

- \$120 (eight hours)