

Taurus Insurance & Risk Management Consulting, LLC
Insurance Bid Project for a Governmental Entity
Sample Major Coverage Differences Among Proposals

	St. Paul Travelers (Jones Agency)	AIG (Smith Agency)	Great American (Big Boys Agency)
PROPERTY COVERAGE			
1. Extra Expenses incurred to keep operations going after an insured loss	\$5,000,000 combined for Loss of Business Income and Extra Expense	\$50,000,000	\$5,000,000 combined for Loss of Business Income and Extra Expense
2. Deductibles			
a. Loss of Tax Revenue from Casino	\$197,258 (3 days)	\$600,000 (2.5% of limit)	\$460,000 (7 days)
b. Loss of Business Income and Extra Expense	\$50,000	\$50,000 Combined Property Damage and Loss of Business Income/Extra Expense	\$50,000 Combined Property Damage and Loss of Business Income/Extra Expense
c. Contractors Equipment Mobile Equipment Computer Equipment Computer Data Computer Extra Expense Valuable Papers Fine Art Property in Transit	\$1,000 separately for each coverage	\$50,000 combined per loss	\$50,000 combined per loss
d. Earthquake	\$50,000 for Property Damage and \$50,000 for Business Income/Extra Expense	\$100,000 Combined Property Damage and Loss of Business Income/Extra Expense	\$50,000 Combined Property Damage and Loss of Business Income/Extra Expense
e. Flood	\$50,000 for Property Damage and \$50,000 for Business Income/Extra Expense	\$100,000 Combined Property Damage and Loss of Business Income/Extra Expense. \$250,000 for loss to property in 100 yr. Flood Zone	\$50,000 Combined Property Damage and Loss of Business Income/Extra Expense

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PROPERTY COVERAGE (Continued)			
3. Damage to Computer Data	\$500,000	\$1,000,000	\$500,000
4. Loss caused by Mold or Bacteria	Covered if caused by specified named perils including fire, windstorm, vandalism and water damage	Covered if caused by specified named perils including fire, windstorm, vandalism and water damage	Covered if caused by specified named perils including fire, windstorm, vandalism and water damage
5. Flood damage to property located in 100 year Flood Zone	No coverage	\$5,000,000 aggregate for all claims during the policy year	No coverage
6. Loss caused by Operation of Building Codes	\$5,000,000	\$25,000,000	\$5,000,000
7. Damage to Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields	No coverage	\$1,000,000	No coverage
8. Unscheduled Bridges, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals	No coverage	\$500,000	No coverage

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COMMERCIAL GENERAL LIABILITY			
1. Pollution liability coverage will be provided for claims arising out of:			
a. The use of chlorine or sodium hypochlorite in sewage treatment or water purification operations	Yes	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes
b. The use of any pesticide or herbicide	Yes	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes
c. The use of any of the City's products, e.g. drinking water, food or beverages at concession stands	Yes	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes

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d. Sewer backup	Yes, up to \$1,000,000 aggregate for all claims during the policy period	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes
e. Malfunction of building heating, cooling or ventilation equipment	Yes	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes
f. Hostile fire	Yes	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes

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g. Other types of accidental release or discharge of a pollutant	No	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes
2. Claims arising out of land or earth subsidence	Yes	No	Yes
3. Where a person or organization has been added to this coverage as an additional insured, coverage will be primary and non-contributory to any other insurance maintained by the additional insureds	Will do on a case-by-case basis	No	Will do on a case-by-case basis
LAW ENFORCEMENT LIABILITY			
1. Coverage for claims arising out of:			
a. Criminal act of a police officer	The City is covered. The police officer will be defended until there is a court decision stating that the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.
b. Alleged or actual assault & battery	The City is covered. The police officer will be defended until there is a court decision stating that the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.

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c. Intentional acts resulting in allegations of the use of excessive force	The City is covered. The police officer will be defended until there is a court decision stating that the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.	The City is covered. However, the officer will not be covered or defended if insurance company investigation determines the officer committed a criminal act.
d. Invasion of privacy	No	No	Yes
e. Use of aircraft for search, rescue, pursuit or any other law enforcement operations	No	No	Yes, if it is not owned by the City
f. Use of watercraft in law enforcement operations	Yes	No	Yes, for watercraft owned by the City that is less than 26 feet or for watercraft not owned by the City of any length
g. Injury to any employee	No	No	Yes
h. Liability assumed under any contract or agreement	No		Yes
2. Definition of Insured Person includes any person or organization providing services to you under a mutual aid pack or agreement:	No	Yes	Yes, per terms of the agreement
3. Where a person or organization has been added to this coverage as an additional insured, coverage will be primary and non-contributory to any other insurance maintained by the additional insureds	No	No	Will be done on a case-by-case basis

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4. Coverage for claims arising out of pollution	No	Yes, but only if the accident became known within 7 calendar days, was reported to the City's Risk Manager within a reasonable timeframe and was reported to the insurance company within 40 days of the commencement of the pollutant release	Yes, per Coverage in the Commercial General Liability section.
5. Coverage for non-monetary damages or injunctive relief claims	No	No	Yes
AUTOMOBILE LIABILITY			
1. Uninsured Motorists Coverage	Yes	No	Yes
PUBLIC OFFICIALS LIABILITY			
1. Coverage for claims arising:			
a. Out of issuance of debt or debt financing	No	No	Yes
b. Investments	No		
c. Network and information security of data	No	Yes	Yes
d. Taxes, tax assessments, refunds, fees	No	No	
e. Any situation or facts known by an elected or appointed official, Board or Commission member, employee or volunteer that may lead to a future claim	Yes	No	No

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PUBLIC OFFICIALS LIABILITY (Continued)			
f. Participation in any joint venture, co-operative or partnership activities including inter-governmental organizations or agreements	Yes	Yes	Yes
g. Intellectual property rights violations	No	Yes	Yes
h. Failure to maintain adequate insurance for bonds	No	Yes	Yes
i. Claims by one insured person or organization against another insured person or organization	No	Yes	Yes
j. Multiplied damages	No	Yes	Yes
k. Any complaint, enforcement action, claim or suit brought by any governmental regulatory or enforcement agency	No	Yes	Yes
l. Non-monetary or injunctive relief claims	No	No	Yes
EMPLOYMENT PRACTICES LIABILITY			
1. Claims arising out of:			
a. Breach of implied employment contract	Yes	No	No
b. Employment-related libel, slander or defamation	Yes	No	Yes

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c. Invasion of privacy	Yes	No	Yes
d. Retaliation	Yes	No	Yes
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EMPLOYMENT PRACTICES LIABILITY (Continued)			
e. Wrongful demotion	Yes	No	Yes
f. Denial or deprivation of seniority	No	No	Yes
g. Denial of training	No	No	Yes
h. Wrongful reference	No	No	Yes
i. Wrongful evaluation	No	No	Yes
2. Claims brought by the Equal Employment Opportunity Commission or the equivalent state or local body	Yes	No	Yes
3. Coverage for administrative or regulatory proceedings	No	No	Yes
4. Coverage for Multiplied Damages	No	Yes	Yes
5. Sexual Harassment of a Third Party	No	Yes	Yes
CONTRACTORS EQUIPMENT			
1. Coverage for claims arising out of:			
a. The weight of the load exceeding the capacity for which the machine was rated or designed	Yes	Yes	Yes
b. Damage to a crane or derrick booms while being operated	Yes	Yes	Yes
c. Damage caused by lightning to electrical appliances or devices	Yes	Yes	Yes

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d. Damage caused by or contributed to the failure of the insured to keep or maintain the property in a thorough state of repair	Yes	Yes	Yes
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CONTRACTORS EQUIPMENT (Continued)			
e. Damage while property is waterborne except while being transported on a regular ferry	No	Yes	Yes
f. Criminal damage by an employee	No	Yes	
2. Coverage provided on a replacement cost basis	No	Yes	No
3. Coverage on an agreed amount basis, e.g. no coinsurance requirement	Policy silent	Yes	No