

# Town of Allenstown

# Property & Liability Not to Exceed (NTE) Effective date July 1, 2014 to June 30, 2015 Based on Data Submitted

Contribution is based upon audited payroll of \$1,368,559, total property of \$25,147,717 and a Loss Ratio Adjustment Factor (LRAF) of 1.37.

Description	Estimated Premium
Base Contribution <sup>1</sup>	\$106,752
WC Package Discount <sup>2</sup>	(\$10,675)
PRIME <sup>3</sup> Discount <sup>3</sup>	(\$2,669)
Law Enforcement Discount <sup>4</sup>	(\$1,068)
Net Contribution <sup>5</sup>	\$92,340

<sup>&</sup>lt;sup>1</sup> The LRAF incorporates five years of historical claims experience, whereas the MOD only uses three. Adding additional years generally causes the LRAF to be more stable than the MOD from year to year.

<sup>&</sup>lt;sup>2</sup> The Town of Allenstown is eligible for the Workers' Compensation Package Discount for continued participation in the Workers' Compensation Program. If the Town of Allenstown accepts the Property & Liability proposal effective July 1, 2014, Primex<sup>3</sup> will reduce the Town of Allenstown 2014 Workers' Compensation contribution in the amount of \$3,621 if the Town of Allenstown signs the Membership Agreement by December 31, 2013.

<sup>&</sup>lt;sup>3</sup> Discounts are available in the Workers' Compensation and Property & Liability programs for achieving PRIME<sup>3</sup>. See enclosed PRIME<sup>3</sup> Program flyer for details and PRIME is subject to annual recertification.

<sup>&</sup>lt;sup>4</sup> Law Enforcement Discount available if the Police Department is CALEA certified (not applicable for School Districts).

<sup>&</sup>lt;sup>5</sup> Final contributions are not subject to audit for billing purposes.



Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

(603) 225-2841 (800) 698-2364

www.nhprimex.org

December 23, 2013

Shaun Mulholland, Town Administrator Town of Allenstown 16 School Street Allenstown, NH 03275

### Dear Shaun:

We are excited about your interest in partnering with Primex<sup>3</sup>. Enclosed please find our proposal for Property & Liability coverage. The contributions provided in the packet are Not to Exceed (*NTE*) figures with a July 1, 2014 effective date. The Town of Allenstown can sign now for coverage beginning July 1, 2014 with budgetary piece of mind knowing the actual contribution may be lower, but will not exceed the *NTE* numbers you are receiving in this proposal. If the Town of Allenstown can provide Primex<sup>3</sup> with updated claims history, we will revisit the proposed rates in April 2014.

# Advantages to Partnering with Primex<sup>3</sup>

- Trained, service-oriented in house claims staff
- > Proven, efficient claims team approach
- > Access to Primex<sup>3</sup> legal counsel for effective claims management and mitigation
- Engaged Risk Management Services Team
- Education and training opportunities available
- Performance review accessibility through the Primex<sup>3</sup> Partner Platform (P<sup>3</sup>)
- Option of January or July renewal to best accommodate your budgetary needs

# Advantages to the Primex<sup>3</sup> Property & Liability Program:

- Includes liability, property boiler and machinery, crime, public official scheduled bond and volunteer medical accidents
- In service fire truck and ambulance valuations based on replacement cost at no additional cost
- ➤ Automatic acquisition up to \$25 million for buildings and \$10 million for licensed vehicles and mobile equipment
- Schedule of exposures only need to be updated once a year
- Medical payments up to \$10,000 per accident on discretionary basis

Combine these advantages with our commitment to our innovative service teams that will work with you to create long-term solutions to the challenges you may face. We have developed dozens of customized programs targeted to address the specific needs of our members and their employees. Our goal is to assist members in implementing and maintaining these objectives. From training, to comprehensive hands-on programs to one-on-one consulting services, Primex<sup>3</sup> staff stands ready to help you manage your risks.

We appreciate the opportunity to present our proposal for the Property & Liability Program and look forward to working with you. We request that all prospective members transition to Primex<sup>3</sup> by fulfilling the terms of their existing coverage contract, part of which may entail providing a specified notice of termination. To that end, we request that you work with your current coverage provider to ensure that you have met any notice and/or other contractual obligations prior to entering our coverage programs.

As a pooled risk management program, we emphasize with our members the importance of working closely together and honoring our joint commitments to each other. If you find that current commitments require you to wait a period of time before joining Primex<sup>3</sup>, please let us know and consider our proposal(s) to be illustrative of the type of value we might be able to provide you in the future. We welcome the opportunity to expand your partnership with Primex<sup>3</sup>, and please contact us if you have any questions.

I will be contacting you in the coming weeks to answer any additional questions you may have, but feel free to contact me prior to that time. I can also be available to review this coverage program and the value-added benefits included in person with you and or the Town of Allenstown's representatives as you consider your risk management needs. You can contact me at (800) 698-2364.

Thank you for your consideration of Primex<sup>3</sup>.

Sincerely.

Sally Tanner

**Member Services Consultant** 



# **PUBLIC ENTITY PROPERTY COVERAGE DECLARATIONS**

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities	New Hampshire Public Risk Management Exchange and its Members - See Schedule of Members
ITEM 2. Document Number	P070113
ITEM 3. Coverage Period	For Members with a July 1 effective date: From 12:01 A.M. Standard Time on July 1, 2013 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2014.
لم	For Members with a January 1 effective date: From 12:01 A.M. Standard Time on January 1, 2013 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2014.
ITEM 4. Description and Location of Property	ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE ON REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE PAYMENTS, BUSINESS INTERRUPTION, ACCOUNTS RECEIVABLE, DEBRIS REMOVAL, ELECTRONIC DATA PROCESSING - MEDIA AND EXTRA EXPENSE, INCREASED COST OF CONSTRUCTION AND DEMOLITION, PROPERTY IN TRANSIT, FINE ARTS, SERVICE INTERRUPTION, VEHICLES AND EQUIPMENT, LANDSCAPING, TEES AND GREENS, ANIMALS, PIERS, DOCKS AND WHARVES, VALUABLE PAPERS, AND EXTRA EXPENSE AND/OR AS MORE FULLY DEFINED IN THE FORMS ATTACHED.
	SITUATED AT: AS PER SCHEDULE AND VALUES ON FILE WITH THE NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE

ITEM 5. Coverage Limits	
The limits and sub-limits apply per Occurrence unless otherwise stated.	Blanket Limit Per Occurrence per Schedule on File with the New Hampshire Public Risk Management Exchange All Covered Causes of Loss, Coverages and Members Combined subject to the stated sub-limits:
Sub-Limits	Member
Accounts Receivable	\$250,000
Automobiles and Mobile Equipment - newly acquired	Included Included
Animals	\$50,000 aggregate for the Coverage Period
Sub-Limits	Member

<u> </u>	
Bridges – Scheduled, approved and not listed on the State of New Hampshire Department of Transportation Municipal Redlist (excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters)	\$75,000
Builders Risk – Property in Course of Construction, Remodeling	\$25,000,000 Projects values between \$25,000,001 to \$50,000,000 can be added with underwriting approval
Business Interruption, Rental Income and Tax Interruption Combined and Extra Expense	\$1,000,000
Contingent Business Interruption, Contingent Rental Values and Extra Expense	\$500,000
Debris Removal	25% of the amount we pay for direct loss plus the deductible
Demolition and Increased Cost of Construction due to building code enforcement	\$500,000
Earthquake	\$50,000,000 per Occurrence and annual aggregate
Electrical Power Fluctuations causing Damage to Property in the Open as defined	\$50,000/Occurrence and aggregate for the Coverage Period
Expediting Expense	Included
Fine Arts	Unscheduled: \$1,000 per item and \$10,000 aggregate for the Coverage Period Scheduled: Agreed amount per Schedule
Fire Department Service Charges and Replacement of Fire Extinguishing Materials	\$1,000
Flood	\$50,000,000 per Occurrence and aggregate for the Coverage Period all flood zones except A and V which are \$10,000,000 per Occurrence and aggregate for the Coverage Period. The sublimit for A and V does not increase the \$50,000,000 Aggregate
Jeweiry, Furs, Precious Metals and Precious Stones	\$500,000
Landscaping, Golf Course Tees, Greens and Sand Traps and Natural Athletic Fields	\$10,000 per Occurrence and \$50,000 aggregate for the Coverage Period
Money and Securities	\$50,000
Sub-Limits	Member

\$10,000
\$250,000
\$50,000
\$50,000
\$500,000
Foreign and Domestic \$5,000,000 per Occurrence and annual aggregate
\$75 per disablement \$100/day and \$3,000 maximum for comparable vehicle
Amount of their auto deductible up to \$500, when the loss occurs in the course of employment or Volunteer activity for the Member
\$100,000
Under 26': included Over 26': per Schedule on file
\$250,000,000 per Occurrence and annual aggregate for Tier 1 and Tier 2
\$10,000,000 Miscellaneous Unnamed Locations for existing Members
\$25,000,000 Automatic Acquisition for new locations for existing Members; automatic coverage for new locations greater than \$25,000,000 and up to \$100,000,000 for 90 days from date of acquisition. If values are not reported by the Member within 90 days, a maximum sublimit of \$25,000,000 applies.
\$40,000,000 Errors and Omissions in the Reporting of Property or Property Values
<ul> <li>Repair or Replacement Cost</li> <li>Actual Loss Sustained for Time Element Coverages</li> <li>Actual Cash Value for Automobiles, Mobile Equipment and mobile command centers</li> <li>Replacement Cost for In Service Fire Apparatus and equipment permanently installed thereon and ambulances</li> </ul>
\$1,000 Per occurrence 24 hour waiting period Business Interruption and Service Interruption 2.5% of annual tax value per location Tax Interruption
\$200,000 Per occurrence \$1,000,000 Annual aggregate, all losses do not erode the aggregate for the Coverage Period \$10,000 Maintenance deductible after aggregate is exhausted (\$25,000 for APD) \$250,000 Per occurrence flood zones A and V

Insured Retention	\$200,000 Per occurrence all other flood zones \$200,000 Per occurrence earthquake shock \$200,000 Auto physical damage and contractor's equipment	
ITEM 10. Subject to Form(s) Attached	Primex <sup>3</sup> Public Entity Property Coverage Document	

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:

Chief Executive Officer



# PUBLIC ENTITY BOILER AND MACHINERY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities

New Hampshire Public Risk Management Exchange and its Members -

See Schedule of Members

ITEM 2. Document Number

BM070113

ITEM 3. Coverage Period

For Members with a July 1 effective date:

From 12:01 A.M. Standard Time on July 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange,

whichever is later, and expires at 12:01 A.M. on July 1, 2014.

For Members with a January 1 effective date:

From 12:01 A.M. Standard Time on January 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2014.

ITEM 4. Description

Property Damage for direct physical loss to Covered Property, Business Income for your actual loss of Business Income from a total or partial interruption of business during the Period of Restoration, Extra Expense for the additional expenses incurred to continue operations during the Period of Restoration, and

Spoilage, all as a direct result of an Accident to an Object

ITEM 5. Limits of Liability

The limit of our liability for:

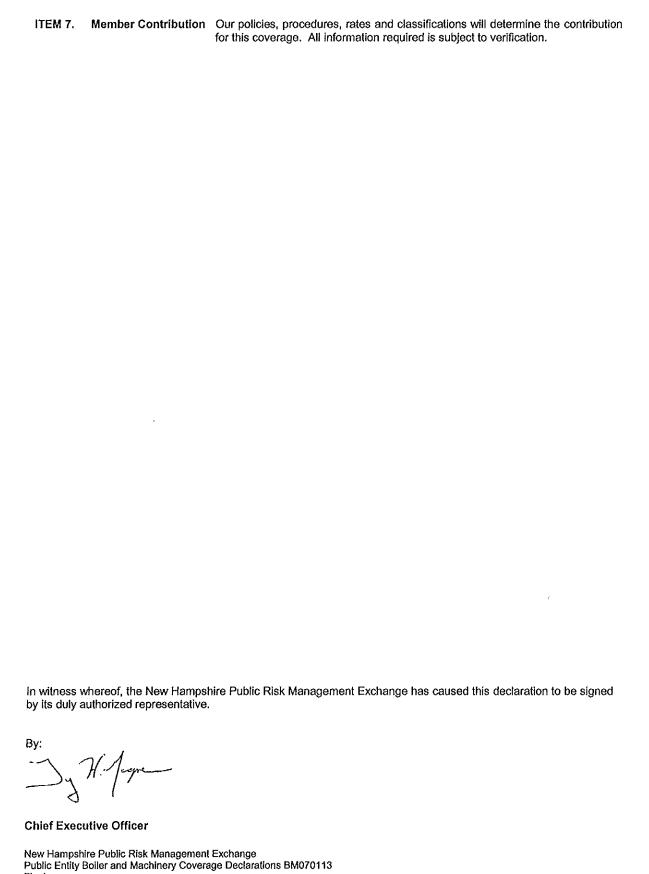
Property Damage

As Per Schedule And Values On File
With The New Hampshire Public Risk
Management Exchange

Ammonia Contamination \$100,000 **Business Interruption** \$1,000,000 Computer Equipment \$100,000 Data or Media Coverage \$100,000 Errors and Omissions \$100,000 **Expediting Expense** \$100,000 Extra Expense \$1,000,000 Hazardous Substance \$250,000 Newly Acquired Location \$1,000,000 (90 days)

Utility Interruption – direct damage
Ordinance or Law
Spoilage/Consequential Damage
Water Damage
\$2,500,000
\$1,000,000
\$1,000,000
\$250,000

ITEM 6. Member Deductible \$1,000



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Final



## PUBLIC ENTITY CRIME COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities

New Hampshire Public Risk Management Exchange and its Members -

See Schedule of Members

ITEM 2.

**Document Number** 

CR070113

ITEM 3.

Coverage Period

For Members with a July 1 effective date:

From 12:01 A.M. Standard Time on July 1, 2013 or the date on which the entity

becomes a member of the New Hampshire Public Risk Management Exchange,

whichever is later, and expires at 12:01 A.M. on July 1, 2014.

For Members with a January 1 effective date:

From 12:01 A.M. Standard Time on January 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management

Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2014.

ITEM 4.

Description

Coverage A

Blanket Bond

Coverage B

Faithful Performance

Coverage C Coverage D Forgery or Alteration Counterfeit Papers

Coverage E

Computer Fraud

Coverage F

e F Funds Transfer Fraud

ITEM 5.

Limits of Liability

The limit of our liability for:

Coverage A, B, C, D, E and F

\$500,000

ITEM 6.

**Member Deductible** 

\$1,000

ITEM 7.

Member Contribution

Our policies, procedures, rates and classifications will determine the contribution

for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:

**Chief Executive Officer** 

Jy H. Jugar



# PUBLIC OFFICIALS SCHEDULE BOND COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. **Covered Entities**  New Hampshire Public Risk Management Exchange and its Members -

See Schedule of Members

ITEM 2. **Document Number** Coverage Period ITEM 3.

POSB070113

For Members with a July 1 effective date:

From 12:01 A.M. Standard Time on July 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange.

whichever is later, and expires at 12:01 A.M. on July 1, 2014.

For Members with a January 1 effective date:

From 12:01 A.M. Standard Time on January 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2014.

ITEM 4. Description Public Officials Schedule Bond

Treasurers Schedule Bond

ITEM 5. **Limits of Liability**  The limit of our liability for:

As required by the Department of Revenue Administration or other obligee

ITEM 6.

**Member Deductible** 

\$1,000

ITEM 7.

Member Contribution Our policies, procedures, rates and classifications will determine the contribution

for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:

**Chief Executive Officer** 



# New Hampshire Public Risk Management Exchange PUBLIC ENTITY LIABILITY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities

New Hampshire Public Risk Management Exchange and its Members -

See Schedule of Members

ITEM 2. Document Number

L070113

ITEM 3. Coverage Period

For Members with a July 1 effective date:

From 12:01 A.M. Standard Time on July 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M.

on July 1, 2014.

For Members with a January 1 effective date:

From 12:01 A.M. Standard Time on January 1, 2013 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires

at 12:01 A.M. on January 1, 2014.

ITEM 4. Description

Coverage A

Personal Injury Liability

Coverage B

Property Damage Liability

Coverage C

Public Officials Errors and Omissions

Coverage D

ge D Unfair Employment Practices
ge E Employee Benefit Liability

Coverage E

Coverage F Educator's Legal Liability Claims-Made Coverage

ITEM 5. Limits of Liability

1. The limit of our liability for Coverage A, B, C, D, E and F:

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless a sub-limit is

specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be

unconstitutional, or inapplicable, then the limit is:

\$5,000,000

Any one Occurrence or Wrongful Act or series of continuous,

repeated, or related Occurrences or Wrongful Acts

The limit of our liability for:

Uninsured and

**Underinsured Motorists** 

\$150,000 per person/\$500,000 per accident

Back Pay, Future Pay

Unequal Pay, and Benefits

\$100,000 per occurrence

New Hampshire Department of Human Rights, EEOC and

Special Education
Administrative Hearings

\$100,000 per claim/\$300,000 aggregate during the Coverage

Period for Defense Costs only

Sewer Back-up

\$3.500 per claim/15 claims maximum during the

Coverage Period on a discretionary basis

**Medical Payments** 

\$10,000 per accident on a discretionary basis (non-student)

\$ 5,000 per accident on a discretionary basis (student)

New Hampshire Public Risk Management Exchange Public Entity Liability Coverage Declarations L070113 Final **Punitive or Enhanced Compensatory Damages** 

\$100,000 per occurrence/\$200,000 aggregate

during the Coverage Period

Alpine Skiing

\$275,000 per person/per occurrence

\$925,000 aggregate

**Diving Boards** 

\$275,000 per person/per occurrence

\$925,000 aggregate

Amendment #1 Transition

**Endorsement** 

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I that was in place for the Coverage Period in which the Damages were first incurred, or the limit of the expiring claims-made policy, or \$1,000,000, whichever is less, for any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts

Coverage A, B, C and F only are provided to Member Not-for-Profit Corporations as described in the Covered Persons or Entities part of the Public Entity Liability Coverage Document and the limit of our liability is:

\$1,000,000

Any one Occurrence or Wrongful Act or series of continuous,

repeated, or related Occurrences or Wrongful Acts

The limit of our liability for Coverage A, B, C, D, E and F for a School Administrative

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless a sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or inapplicable, then the limits will be:

\$1,000,000

Any one Occurrence or Wrongful Act or series of continuous,

repeated, or related Occurrences or Wrongful Acts

ITEM 6. **Member Deductible**  None, except as may be provided in Schedule of Members, Deductibles

ITEM 7.

Member Contribution Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

Chief Executive Officer

New Hampshire Public Risk Management Exchange Public Entity Liability Coverage Declarations L070113 Final