



Public Entity Liability Program | **Binder**

COUNTY OF CLEVELAND

Policy Number: YXB301190D

GENESIS[®]

A Berkshire Hathaway Company

Regina B. Pettus
Vice President

GENESIS[®]

June 28, 2019

Mr. Everette Arnold
Guilford City/County Ins. Advisory Comm.
3200 Northline Avenue
Suite 135
Greensboro, NC 27408

Subject: **County of Cleveland**
Shelby, NC

Policy Number: YXB301190D

Dear Everette:

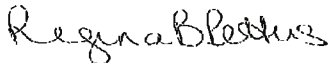
We are pleased to attach our binder on County of Cleveland effective July 1, 2019. Our policy is being prepared and will be forwarded to you shortly.

We have also attached a premium invoice to this binder. We will appreciate prompt payment of the amount due and its remittance to our lockbox within 30 days of the effective date of coverage.

For future assistance with this account, please feel free to contact me at (404) 365-6854 or any of the following individuals who will also be working on your account:

| | | |
|-------------------------------|--------------------|----------------|
| Claim Executive | Jessica L. Stewart | (312) 267-8526 |
| Underwriting Assistant | Andrea Greer | (312) 526-7561 |
| Accountant | Dain Collins | (203) 328-6337 |

Regards,



Regina B. Pettus

Genesis Management and Insurance Service Corporation | 15 Piedmont Center – Suite 1400, 3575 Piedmont Road, NE, Atlanta, GA 30305
Phone 404 365 6854 Fax 404 365 6888 Toll Free 800 782 9679
regina.beer.pettus@gumc.com, www.genesisinsurance.com

A Berkshire Hathaway Company

COUNTY OF CLEVELAND

POLICY NUMBER: YXB301190D

STATUTORY COMPANY

Genesis Insurance Company

POLICY TERM

Coverage period is effective during the period of 12:01 A.M., July 1, 2019 to 12:01 A.M., July 1, 2020.

TYPE OF INSURANCE

- Coverage Part A: Public Entity Liability on an Occurrence Basis excess of a Retained Limit on the Public Entity Policy Form.
- Coverage Part B: Public Official Liability on a Claims Made Basis excess of a Retained Limit on the Public Officials Liability Policy Form.

POLICY LIMITS

- Coverage Part A: Each Occurrence Limit \$2,500,000
- Coverage Part A: Coverage Part Aggregate \$5,000,000 Does not apply to Automobile Liability.
- Coverage Part B: Each Claim Limit \$2,500,000
- Coverage Part B: Coverage Part Aggregate \$5,000,000

Some Coverages and/or Limits May be Modified. See Additional Policy Provisions for specific details.

RETAINED LIMITS

- Coverage Part A* \$350,000 each occurrence
- Coverage Part B \$350,000 each claim

**Genesis Insurance Company is not the primary carrier. Therefore our company name, the corresponding policy number and/or phone number must not be listed on the Insured's Auto ID cards. The Self Insured listed above is solely responsible for the applicable State's financial responsibility laws regarding proof of insurance and self insurance and should be guided accordingly.*

CLAIM EXPENSE

- Coverage Part A: Claim expenses will erode both the Retained Limit and Limits of Insurance.
- Coverage Part B: Claim expenses will erode both the Retained Limit and Limits of Insurance.

INSURANCE PREMIUM

Net Annual Flat Premium: \$210,819

Additional Gross Annual Flat Premium for TRIA: \$4,181

The above premium is calculated for the current coverage period.

PAYMENT SCHEDULE

Full annual premium payment is due at inception.

COMMISSION

10%

ADDITIONAL POLICY PROVISIONS

| | |
|------------------------|---|
| TPP DP C-M 01 NC 06 14 | The Public Policy – Retained Limit Form – Declarations Page Retroactive Date: July 1, 2015 (applies only to Coverage Part B) |
| TPP A 00 01 05/05 | Coverage Part A – Public Liability |
| TPP B C-M 00 01 05/05 | Coverage Part B – Public Officials Liability – Claims Made Coverage |
| TPP CC 00 01 05/05 | Common Policy Conditions |
| TPP 07 0001 03 12 | Schedule of Forms and Endorsements |
| TPP 04 0009 12 15 | Extended Coverage for Unmanned Aircraft System |
| TPP 15 0002 12 13 | Amendment of Non-Employment Harassment |
| TPP 21 0015 01 14 | Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability |
| TPP A 00 04 01 11 | Personal Injustices |
| TPP A 24 12 05/05 | Claim Expenses Erode Retained Limit and Limit(s) of Insurance Coverage Part A |
| TPP A 24 23 05/05 | Limited Pollution Liability Coverage for Public Entities |
| TPP A 94 02 06 06 | Deletion From Coverage – Who Is An Insured Under Coverage Part A The following person, entity or organization is not an Insured under this policy and, therefore, no coverage is provided: <ol style="list-style-type: none">1. Schools2. Housing Authorities3. Child Daycare Facilities4. Nursing Homes |
| TPP A 98 19 07/07 | Amendment of Claims Expenses Erode Retained Limit and Limit(s) of Insurance |
| TPP A C-M 04 03 05/05 | Medical Incident Liability Coverage Retro date: July 1, 2015 |
| TPP A/B 00 02 05/05 | Nuclear Energy Liability Exclusion |

| | |
|---|---|
| <p>TPP A/B/CC 97 15 07/07</p> <p>TPP A/B NC 91 04 07/07</p> <p>TPP B C-M NC 27 04 05/05</p> <p>TPP CC NC 01 05 05/05</p> <p>TPP CC NC 02 08 05/05</p> <p>IC 09 21 01 15</p> <p>IC 09 26 01 15</p> <p>IL 09 85 01 15</p> <p>SGN 90 0001 0710</p> | <p>General Change Endorsement</p> <p>It is hereby understood and agreed that this insurance does not apply to any loss, cost or expense resulting from any bodily injury, personal injury, advertising injury, property damage or wrongful act arising from the following entity: Foothills Public Shooting Complex of Cleveland County 283 Fielding Road Cherryville, NC 28021</p> <p>North Carolina – Governmental Immunity Endorsement</p> <p>North Carolina Amendatory Endorsement</p> <p>North Carolina Amendatory Endorsement – Loss Information</p> <p>North Carolina Amendatory Endorsement – Cancellation and Nonrenewal</p> <p>Cap on Losses From Certified Acts of Terrorism</p> <p>Exclusion of Punitive Damages Related to a Certified Act of Terrorism</p> <p>Disclosure Pursuant to Terrorism Risk Insurance Act</p> <p>Premium: \$4,181</p> <p>Coverage Form(s) and/or Policy(s): Coverage Part A and Coverage Part B</p> <p>Signature Page</p> |
|---|---|

The following endorsements will be added according to whether you accept or reject TRIA:

CLAIM SERVICING

Claims Services will be handled by the Named Insured, or contracted and paid for by the Named Insured and provided by the Claims Service Company stated below. Any change in Claim Service Company requires prior notification to Genesis.

Compensation Claims Solutions

REMARKS

Please ask a representative of the Insured to sign, date, and return the attached TRIA form indicating their desire to accept or reject this coverage.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels, or premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS, WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES [85% through 2015; 84% beginning on January 1, 2016, 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020] OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

| | |
|----------|--|
| X | I hereby elect to purchase certified acts of terrorism coverage for a prospective premium of \$4,181 |
| | I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. |
| | The following is applicable to Property accounts in Standard Fire Policy (SFP) states where required by state law: I hereby decline to purchase coverage for certified acts of terrorism. However, I understand that by state law coverage will be provided for loss from fire due to an act of terrorism if required. A premium charge of \$_____applies. |

Policyholder/Applicant’s Signature

Genesis Insurance Company

Insurance Company

Print Name

YXB301190D

Policy Number

Date