

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO RENEW LIABILITY INSURANCE COVERAGE WITH TML RISK MANAGEMENT POOL FOR A ONE YEAR PERIOD, IN THE AMOUNT OF FORTY-EIGHT THOUSAND SEVENTY-FIVE DOLLARS (\$48,075.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator for the Department of Youth and Family Development is hereby authorized to renew liability insurance coverage with TML Risk Management Pool for a one year period, in the amount of \$48,075.00.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: September 30, 2015

Preparer: Chris Brown

Department: Youth & Family Development

Brief Description of Purpose for Resolution/Ordinance: \_\_\_\_\_ Res./Ord. # \_\_\_\_\_ Council District # 7

Authorization for the Administrator of the Department of Youth and Family Development to renew liability insurance coverage with TML Risk Management Pool for the amount of \$48,075.00. If approved a one year agreement will be executed. Other terms of this agreement are more fully described in the attached document.

Name of Vendor/Contractor/Grant, etc.	<u>TML Risk Management</u>	New Contract/Project? (Yes or No)	<u>No</u>
Total project cost \$	<u>48,075.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>48,075.00</u>	Provide Fund	<u>Various</u>
City Amount Funded \$	<u>48,075.00</u>	Provide Cost Center	<u>Various</u>
New City Funding Required \$	<u>N/A</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	_____

### List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by:   
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**THE**  
**TML POOL**  
Tennessee's Leader in Risk Management Services

(800) 624-9698

LOCATION CODE: 0506

Invoice Date: 7/8/2015

CHATTANOOGA YOUTH AND  
FAMILY DEVELOPMENT  
501 WEST 12TH STREET  
CHATTANOOGA, TN 37405-3821

Invoice Due Date: 8/22/2015

Invoice Number: 1620099-IN

Customer Number: 20-0102440

Agent Number: 1157

Code	Description of Coverages	Amount
23C	GENERAL LIABILITY	20,272.00
25C	ERRORS OR OMISSIONS LIABILITY	21,646.00
24C	PRIVACY/NETWORK LIABILITY	1,624.00
33C	AUTOMOBILE LIABILITY	10,975.00
43C	AUTO PHYSICAL DAMAGE	1,649.00
DCL	MEMBER DIVIDEND CREDIT - LIA	8,091.00-

07/01/2015 - 07/01/2016

*Requisition #*  
*121622* ←  
*To: Dedra Partridge*

*Please send a copy of invoice with remittance to:*

Total Invoice: 48,075.00

TML RISK MANAGEMENT POOL  
P.O. BOX 116553  
ATLANTA, GA 30368-6553

FINANCE CHARGES ACCRUE AT 1.0% PER MONTH AFTER INVOICE DUE DATE OR POLICY DATE, WHICHEVER IS LATER

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FINANCE CHARGES ACCRUE AT 1.0% PER MONTH AFTER  
INVOICE DUE DATE OR POLICY DATE, WHICHEVER IS LATER

## Checkout: Review and Submit Requisition

**Requisition 121622: Total 48,075.00 USD**

Created By **Hammonds, Michael D**  
 Creation Date **17-Aug-2015 15:32:14**  
 Description **Open Market Requisition  
 payment to TML Risk  
 Management Pool for  
 Liability Insurance for  
 the Department of Youth  
 & Family Development**

Justification

## Requisition Attachments

Title	Type	Description	Category	By	Last Updated	Last Updated	Usage	Update	Delete	Publish to Catalog
No results found.										

## Lines

Details	Line	Description	Cost Center	Unit	Quantity	Price	Amount (USD)	Attachments
Show	1	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00101	Dollar	3232.28	1 USD	3,232.28	
Show	2	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00301	Dollar	8144.77	1 USD	8,144.77	
Show	3	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00302	Dollar	547.98	1 USD	547.98	
Show	4	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00303	Dollar	15720.84	1 USD	15,720.84	
Show	5	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00304	Dollar	149.63	1 USD	149.63	
Show	6	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00305	Dollar	201.01	1 USD	201.01	
Show	7	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00306	Dollar	1581.42	1 USD	1,581.42	

Show	8	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00307	Dollar	5622.72	1 USD	5,622.72
Show	9	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00308	Dollar	140.57	1 USD	140.57
Show	10	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00401	Dollar	861.74	1 USD	861.74
Show	11	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00402	Dollar	242.68	1 USD	242.68
Show	12	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00601	Dollar	1379.71	1 USD	1,379.71
Show	13	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00501	Dollar	8332.31	1 USD	8,332.31
Show	14	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00701	Dollar	1737	1 USD	1,737.00
Show	15	Open Market Requisition payment to TML Risk Management Pool for Liability Insurance for the Department of Youth & Family Development	N00901	Dollar	180.34	1 USD	180.34
<b>Total</b>							<b>48,075.00</b>

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## Hammonds Michael

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**From:** Wilson Darryl  
**Sent:** Friday, August 14, 2015 2:52 PM  
**To:** Hammonds Michael  
**Subject:** Liability Insurance for FY16.xls  
**Attachments:** Liability Insurance for FY16.xls

Insurance payment account distribution.

**City of Chattanooga**  
**Fiscal Year 2015 Budget Information**  
**for The Department of Human Services**

**Fund: 2030 Human Services**  
**Department: Human Services** 48,075  
**Organization: All**

Account	Account Description	Budget for FY 2016	Program Budget	Percent of Budget	Amount of Charges
N00101	HSD Administration	1,505,000			\$ 3,232.28
	Indirect Cost offset	(340,000)	1,165,000	6.72342%	
N00301	Early Head Start	2,935,591			\$ 8,144.77
N00302	Mental Health Handicapped	197,507			\$ 547.98
N00303	Headstart Centers	5,666,205			\$ 15,720.84
N00304		53,930			\$ 149.63
N00305		72,448			\$ 201.01
N00306		569,984			\$ 1,581.42
N00307		2,026,578			\$ 5,622.72
N00308		50,664			\$ 140.57
			11,572,907	66.78926%	\$ 32,108.94
N00401	Child Care	310,594	310,594	1.79249%	\$ 861.74
N00402	Child & Adult Care Food Prog	87,469	87,469	0.50480%	\$ 242.68
N00601	Foster Grandparent - Vol support	204,315			\$ 1,379.70
N00602	Foster Grandparent - Vol expense	292,967	497,282	2.86990%	
N00501	LIHEAP - Program Support	3,003,183			\$ 8,332.31
N00502	LIHEAP - Emergency Heating Assist				
N00503	LIHEAP - Heating Assist				
N00504	LIHEAP - Regular Heating		3,003,183	17.33189%	
N00506					
N00701	Emergency Programs	209,644			\$ 1,737.00
N00702	Linkages	110,705			
N00703	Self Sufficiency	147,422		3.61311%	
N00704	Employment	158,292	626,062		
N00801	Occupancy	290,054			
N00802	Occupancy offset	(290,054)	-	0.00000%	
N00901	Title II Commodities	65,000	65,000	0.37513%	\$ 180.34
N00203	City General Relief			0.00000%	\$ -
		17,327,497	17,327,497	100.00000%	48,075

22-Jul-14  
D. Wilson



## 2015 Fund Year Liability Policy

Enclosed is your 2015 Fund Year Liability Renewal Policy. Thank you for being a loyal partner with Pool. We are honored to offer our services to you.

All of our programs have benefited from improvements this year. The highlights of the 2015 Liability program are:

- ❖ We are pleased to report that we have maintained level base rates this year with no increases.
- ❖ Our Board has declared a total Liability Member Dividend credit of \$1,129,200.

Remember to take advantage of our loss control services, training programs and grants. And, if you have not already used our web-based Poolshare claims analysis tools, you really should look into it. Contact your Member Services representative or mention it to your Underwriter to get started.

Please don't hesitate to contact us if you have any questions or need any of our services.

Sincerely,

The Pool Team

**24/7 Online Claim Reporting  
is Now Available!**

*Visit our website at [www.thePool-tn.org](http://www.thePool-tn.org)*

## INSURANCE IDENTIFICATION CARD

STATE

**TENNESSEE**

COMPANY NUMBER

**NA-RISK POOL**

COMPANY

**TML RISK MANAGEMENT POOL**

POLICY NUMBER

**TML-0315-16**

EFFECTIVE DATE

**7/1/2015**

EXPIRATION DATE

**7/1/2016**

DESCRIPTION OF AUTOMOBILE

**ALL OWNED OR HIRED VEHICLES OPERATED BY THE INSURED**

AGENCY

**BB & T HUFFAKER INSURANCE**

**735 BROAD ST, STE 100**

**CHATTANOOGA TN 37402**

INSURED

**CHATTANOOGA YOUTH AND FAMILY DEVELOPMENT**

**501 WEST 12TH STREET**

**CHATTANOOGA TN 37405-3821**

An insurance policy has been issued that satisfies the requirements of Tennessee Financial Law

**THIS CARD SHOULD BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND**

**IN CASE OF ACCIDENT: Report all accidents to your agent or the  
TML Risk Management Pool as soon as possible.**

**Always obtain the following information at the accident scene:**

1. Name and address of each driver involved in the accident.
2. Name of insurance company and policy number for each vehicle involved.
3. Name and badge number of responding police officer
4. Police accident report number if available.

The insured may duplicate this card as needed to supply any covered auto.



**GENERAL LIABILITY, PERSONAL INJURY LIABILITY,  
 ERRORS OR OMISSIONS LIABILITY,  
 AUTOMOBILE LIABILITY, AND AUTOMOBILE PHYSICAL DAMAGE POLICY**

Policy Number  
 TML-0315-16

**DECLARATIONS**

Renl/Rewrite of  
 TML-0315-15

**ITEM 1. INSURED**

CHATTANOOGA YOUTH AND FAMILY DEVELOPMEN  
 (See Additional Named Insured Endorsement)  
501 WEST 12TH STREET,  
CHATTANOOGA, TN 37405-3821

**AGENT**

BB & T HUFFAKER INSURANCE  
735 BROAD ST, STE 100  
CHATTANOOGA, TN 37402

**ITEM 2. COVERAGE PERIOD: 7/1/2015 - 7/1/2016**

12:01 A.M. at the Insured's mailing address.

**ITEM 3. COVERAGE PARTS**

In return for the payment of the premium, and subject to all of the terms of the policy, the TML Risk Management Pool agrees to provide you with the coverages shown below for which a premium charge is stated. Coverage for each policy coverage period applies independently even if this is part of a three year renewal cycle.

ONE YEAR POLICY PERIOD		
Coverage and Premium for this Coverage Period		
COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	20,272
Law Enforcement Liability	A/B	0
Errors or Omissions Liability	C	23,270
Automobile Liability	D	10,975
Automobile Physical Damage	E	1,649
Other		
<b>TOTAL</b>		<b>56,166</b>

**TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL**  
 5100 MARYLAND WAY, BRENTWOOD TN 37027

**LIABILITY COVERAGE DECLARATIONS - PAGE 2**

**INSURED**     CHATTANOOGA YOUTH AND FAMILY DEVELOPM

**Policy Number**     TML-0315-16

**ITEM 4. LIMITS OF COVERAGE**

**COVERAGE A - GENERAL LIABILITY and COVERAGE B - PERSONAL INJURY LIABILITY**

- \$300,000 PER PERSON FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
- \$700,000 PER OCCURRENCE FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
- \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT
- \$1,000,000 PER OCCURRENCE FOR EACH OTHER LOSS
- \$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
- \$1,000 PER PERSON AND \$10,000 PER ACCIDENT FOR MEDICAL PAYMENTS
- \$100,000 PER OCCURRENCE FOR FIRE DAMAGE
- \$100,000 PER OCCURRENCE FOR IMPOUNDED PROPERTY DAMAGE OR COMMANDEERED PROPERTY DAMAGE
- \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

**COVERAGE C - ERRORS OR OMISSIONS LIABILITY**     \$1,000,000 PER OCCURRENCE

- \$1,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR EMPLOYMENT PRACTICES LIABILITY - See Endorsement
- \$1,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR PRIVACY & NETWORK LIABILITY - See Endorsement
- \$1,000,000 PER OCCURRENCE FOR EMPLOYEE BENEFITS/FIDUCIARY LIABILITY
- \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

**COVERAGE D - AUTOMOBILE LIABILITY and COVERAGE E - AUTOMOBILE PHYSICAL DAMAGE**

This policy provides only those coverages where a designation symbol is shown under Covered Autos below. Entry of one or more of the symbols from Item 5 indicates the autos that are covered autos.

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limits</b>
<b>LIABILITY</b>	<u>1,2,3</u>	\$300,000 PER PERSON FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$700,000 PER OCCURRENCE FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT \$1,000,000 PER OCCURRENCE FOR EACH OTHER LOSS \$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
<b>MEDICAL PAYMENTS</b>	<u>1</u>	\$1,000 PER PERSON AND \$10,000 PER ACCIDENT
<b>UNINSURED MOTORISTS</b>	<u>1,2,3</u>	\$300,000 PER OCCURRENCE FOR BODILY INJURY AND \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE
<b>COMPREHENSIVE</b>	<u>1, 2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)
<b>COLLISION</b>	<u>1, 2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)

**ITEM 5. DESCRIPTION OF COVERED AUTOMOBILES - DESIGNATION SYMBOLS**

<b>Symbol</b>	<b>Description</b>
1	OWNED AUTOS ONLY. Only those autos you own, including those autos that you acquire during the coverage period.
2	HIRED AUTOS ONLY. Only those autos you lease, hire, rent, or borrow, including any auto you lease, hire, rent, or borrow from any of your employees.
3	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire, rent, or borrow that are used in connection with your business, including autos owned by your employees, but only while used in your business.

**LIABILITY COVERAGE DECLARATIONS - PAGE 3**

**INSURED**     CHATTANOOGA YOUTH AND FAMILY DEVELOPME

**Policy Number**     TML-0315-16

**ITEM 6. DEDUCTIBLES**

COVERAGE A and COVERAGE B GENERAL LIABILITY AND PERSONAL INJURY LIABILITY	<u>NA</u>	PER OCCURRENCE
COVERAGE A and COVERAGE B LAW ENFORCEMENT GENERAL LIABILITY AND PERSONAL INJURY LIABILITY	<u>NA</u>	PER OCCURRENCE
COVERAGE C ERRORS OR OMISSIONS LIABILITY	<u>\$5,000</u>	PER OCCURRENCE
COVERAGE D AUTOMOBILE LIABILITY	<u>NA</u>	PER OCCURRENCE
COVERAGE E AUTOMOBILE PHYSICAL DAMAGE	<u>Comprehensive</u> <u>Collision</u>	PER OCCURRENCE PER OCCURRENCE
	<u>\$250</u>	
	<u>\$500</u>	

**ITEM 7. RETROACTIVE DATE**     7/1/87

Coverages A, B, and C (Claims Made basis) of this policy do not apply to bodily injury, property damage, personal injury offenses, or any act, error, omission, or violation of rights, privileges, or immunities that occurred before the retroactive date, if any, shown above. Some endorsements may have retroactive date exceptions that apply in lieu of the retroactive date shown here.

**ITEM 8. FORMS, SCHEDULES, AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

- Liability Policy Coverage Declarations - 7/1/2015
- Additional Named Insured Endorsement
- Exclusion Endorsement
- Employment Practices Liability Coverage Endorsement 7/1/2014
- Privacy and Network Liability Coverage Endorsement 7/1/2012
- Uninsured Motorists Endorsement
- Auto Physical Damage Endorsement 11/12

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**ADDITIONAL NAMED INSURED ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ITEM 1 - INSURED SHOWN IN THE DECLARATIONS IS AMENDED TO INCLUDE THE FOLLOWING:

**CHATTANOOGA YOUTH AND FAMILY DEVELOPMENT**

**\*A.K.A CHATTANOOGA HUMAN SERVICES**

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that SECTION III – WHO IS COVERED is amended to **exclude**:

**CHATTANOOGA YOUTH AND FAMILY DEVELOPMENT**

**\* CITY OF CHATTANOOGA DEPARTMENT OF PARKS AND RECREATION  
COVERAGES A, B, C, D, E**

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**EMPLOYMENT PRACTICES LIABILITY COVERAGE**

**This endorsement changes coverage provided by the policy. All terms, exclusions and conditions of the policy apply also to this coverage endorsement except as specified herein.**

NOTICE: THIS IS A **CLAIM EXPENSE** WITHIN LIMITS COVERAGE PART. THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR **CLAIMS EXPENSES**.

**SECTION I - COVERAGES**

**EMPLOYMENT PRACTICES LIABILITY COVERAGE** is hereby added to the policy.

A. Limits of Liability:

1. Employment Practices Liability \$ 1,000,000 Per Occurrence

B. Maximum Aggregate Limit of Liability: \$ 1,000,000 Policy Aggregate

C. Deductible: \$ 5,000 per Occurrence

D. Retroactive Date: 7/1/87

The **Pool** will pay on **your** behalf all sums **you** become legally obligated to pay as **damages** from a **claim** made against **you** for an **Employment Practices Violation** actually or allegedly committed by a **covered party**, provided that the **claim** is first made against **you** during the coverage period. The **Pool** has no other obligation or liability to pay sums or perform acts or services not covered unless explicitly provided for under SECTION VI – SUPPLEMENTARY PAYMENTS. This coverage does not apply to **Employment Practices Violations** that occurred prior to the retroactive date shown in this endorsement, nor that occur after the coverage period. The Pool will defend any suit against **you** even if any of the allegations of the suit are groundless, false, or fraudulent. The Pool may investigate and settle any claim or suit as **we** deem expedient.

**SECTION II - EXCLUSIONS**

With respect only to coverage provided under this endorsement, the following exclusion in the liability policy does not apply to coverage under this endorsement for **employment practice violations**;

40. Arising out of action taken by any **covered party** against another **covered party**

With respect to only this coverage endorsement the following exclusions apply in addition to all other exclusions in the Liability Coverage Policy. The Pool shall not be liable for **damages** or claims expenses on account of any **claim**:

1. alleging liability, whether direct or indirect, arising out of **sexual abuse** by a **covered party**.
2. alleging, based upon, arising out of or attributable to any **bodily injury**, other than mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation arising out of an **employment practice violation**;

3. alleging, based upon, arising out of or attributable to any violation of (i) the Employee Retirement Income Security Act of 1974; (ii) any unemployment insurance, retirement benefits, social security benefits or similar law; (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Worker Adjustment and Retraining Notification Act, (vi) the Consolidated Omnibus Budget Reconciliation Act, (vii) the Occupational Safety and Health Act; or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to that part of a **claim** for **retaliation**.
4. alleging, based upon, arising out of or attributable to any costs or liability incurred by any **covered party** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

### SECTION III - WHO IS COVERED

The definition of who is covered follows that of the liability policy to which this endorsement is attached.

### SECTION IV - LIMITS OF COVERAGE

1. The Per Occurrence Limit shown on this endorsement for Coverage A.1. Employment Practices Liability, is the most we will pay for the sum of **damages** and **claim expenses** arising out of any one **occurrence** of an **employment practices violation** or group of **interrelated employment practices violations** that results in claims under Employment Practices Liability coverage.
2. All **claims** arising out of the same **employment practices violation** and all **interrelated employment practices violations** shall be deemed to be one **claim**, and such **claim** shall be deemed to be first made on the date the earliest of such **claims** is first made, regardless of whether such date is before or during the coverage period.
3. The Maximum Policy Aggregate Limit of Liability stated in Section I. Item B. of this endorsement is the maximum liability under the Insuring Agreement for the sum of all **damages** and **claim expenses** because of all **claims** under this endorsement.
4. Any claim which qualifies for coverage under this endorsement is automatically excluded from coverage under all coverage parts of the Liability Policy to which this endorsement is attached. In no event will coverage be provided under this endorsement and another coverage agreement provided by this policy.

### SECTION V – DEFINITIONS

With respect only to this coverage endorsement the following definition changes apply in addition to definitions contained in the Liability Policy coverage document.

The following definition is added;

1. **Interrelated Employment Practices Violations** means all **Employment Practices Violations** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

The definition clause (13.k.) is amended to add the following wording:

**Damages** includes front or back pay.

The definition clause (13.i.) in the liability policy is deleted and replaced with the following;

**13. Damages**

- i. **Damages** includes punitive or exemplary damages or the multiple portion of any multiplied damage award to the extent such damages are deemed insurable in the jurisdiction applicable to coverage under this policy.

The definition clause (13.m.) in the liability policy form is deleted in its entirety;

**13. Damages**

- n. Any obligation of any nature in a discrimination, harassment, or retaliation **suit** brought pursuant to any local, state, or federal law.

**SECTION VI - SUPPLEMENTARY PAYMENTS**

The definition of supplementary payments replaces that of the liability policy to which this endorsement is attached.

In addition to the **Pool's** maximum limits of liability, as shown in Section I of this endorsement and described in SECTION IV - LIMITS OF COVERAGE, we will pay, with respect to any **claim** or **suit** we defend:

1. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. **We** do not have to furnish these bonds;
2. All reasonable expenses incurred by **you** at the **Pool's** request to assist in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$100 a day because of time off work;
3. Pre-judgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of coverage, **we** will not pay any pre-judgment interest based on that period of time after the offer; and
4. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

These payments will not reduce the limits of coverage as shown in Section I of this endorsement and described in SECTION IV - LIMITS OF COVERAGE.

**SECTION VII – CONDITIONS**

All conditions of the policy to which this endorsement is attached apply to this coverage endorsement with the exception of the following condition that replaces the corresponding condition in the policy.

**20. DEDUCTIBLE**

**We** may pay any part or all of any deductible amount listed in Item C of this endorsement to effect settlement of any **claim** or pay for **claim expenses** in handling a claim, and, upon notification of the action taken, **you** must promptly reimburse **us** for the part of the deductible amount **we** paid. The deductible amount applies to the **loss** portion of the **claim** and to any **claim expenses** incurred and to the SECTION VI - SUPPLEMENTARY PAYMENTS. Any deductible will apply on a **per occurrence** basis, regardless of the number of **claims** arising out of the **occurrence** or the number of **municipalities** or **covered parties** insured by the **Pool** that are involved.

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**PRIVACY AND NETWORK LIABILITY COVERAGE**

**This endorsement changes coverage provided by the policy. All terms, exclusions and conditions of the policy apply also to this coverage endorsement except as specified herein.**

**SECTION I - COVERAGES**

**PRIVACY AND NETWORK LIABILITY COVERAGE** is hereby added to the policy.

A. Limits of Liability:

- 1. Privacy and **Network Security** Liability     \$ 1,000,000     Per **Occurrence**
- 2. Data Breach Fund Coverage                     \$ 250,000     Per **Occurrence** Sublimit

B. Maximum Aggregate Limit of Liability:     \$ 1,000,000     Policy Aggregate

C. Deductible:     \$ 5,000     per **Occurrence**

D. Retroactive Date: 7/1/2013

**SECTION I - COVERAGES - PRIVACY AND NETWORK LIABILITY COVERAGE**

- 1. **Privacy Liability and Network Security Liability** - The Pool will pay on your behalf all sums you become legally obligated to pay as **damages** from a **claim** made against you for an **information breach**, provided that the **claim** is first made against you during the **coverage period**. The Pool has no other obligation or liability to pay sums or perform acts or services not covered unless explicitly provided for under the LIABILITY COVERAGE document SECTION VI – SUPPLEMENTARY PAYMENTS. This coverage does not apply to any **information breach** that occurred prior to the retroactive date shown in this endorsement, nor that occur after the **coverage period**. The Pool will defend any suit against you even if any of the allegations of the suit are groundless, false, or fraudulent. The Pool may investigate and settle any claim or suit as we deem expedient.
- 2. **Data Breach Fund** – The Pool will pay **Data Breach Expenses** incurred by you by reason of a **claim** first made against you during the **coverage period**, for any **information breach** taking place after the retroactive date shown in this endorsement and prior to the end of the **coverage period**.

**SECTION II - EXCLUSIONS**

With respect to coverage provided under this endorsement, the following exclusions under the Liability Coverage Policy do not apply:

- 41. Arising out of the failure by you or by an independent contractor for which you are legally responsible to properly handle, manage, store, destroy or otherwise control information in any form.
- 42. Arising out of a violation of any **privacy regulation**.
- 43. Arising out of a failure of **network security**.

With respect to only this coverage endorsement the following exclusions apply in addition to exclusions in the Liability Policy. The Pool shall not be liable for **damages**, claims expenses, or **data breach expenses** on account of any **claim**:

1. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications infrastructure under **your** operational control which are a result of **information breaches**.
2. alleging, based upon, arising out of or attributable to any failure, interruption, or outage to **internet** access service provided by the **internet** service provider that hosts **your website**, unless such infrastructure is under **your** operational control and the interruption is the result of an **information breach**.
3. alleging, based upon, arising out of or attributable to the unauthorized or surreptitious collection of **personal information** by **you** or any **covered party** or the failure to provide adequate notice that such information is being collected.
4. alleging, based upon, arising out of or attributable to **your** or any **covered party's** intentional failure to disclose the loss of **personal information** in violation of any law or regulation.

### SECTION III - WHO IS COVERED

The definition of who is covered follows that of the liability policy to which this endorsement is attached.

### SECTION IV - LIMITS OF COVERAGE

1. The Per Occurrence Limit shown on this endorsement for Coverage A.1. Privacy and **Network Security** Liability, is the most **we** will pay for the sum of **damages** arising out of any one **occurrence** of an **information breach** or group of **interrelated information breaches** that results in claims under Privacy and **Network Security** Liability coverage.
2. The Per Occurrence Limit shown on this endorsement for Coverage A.2. Data Breach Fund Coverage is the most **we** will pay for the sum of **data breach expenses** arising out of any one **occurrence** of an **information breach** or group of **interrelated information breaches**.
3. All **claims** arising out of the same **information breach** and all **interrelated information breaches** shall be deemed to be one **claim**, and such **claim** shall be deemed to be first made on the date the earliest of such **claims** is first made, regardless of whether such date is before or during the **coverage period**.
4. The Maximum **Policy** Aggregate Limit of Liability stated in Item B of this endorsement is the maximum liability under all Insuring Agreements for the sum of all **damages** and all **data breach expenses** because of all **claims** under this endorsement.
5. In no event will coverage be provided under this endorsement and another coverage agreement provided by this policy.

## SECTION V - DEFINITIONS

With respect only to this coverage endorsement the following definitions apply in addition to definitions contained in the policy coverage document.

### 1. **Claim**

- a. With respect only to Insuring Agreement 1. Privacy Liability and **Network Security Liability**; the definition of **claim** includes a **regulatory proceeding**.
- b. With respect only to Insuring Agreement 2. Data Breach Fund Coverage; the definition of **claim** includes a written report by **you** to the **Pool** of a failure by **you** or by an independent contractor for which **you** are legally responsible to properly handle, manage, store, destroy or otherwise control **personal information**.

2. **Consumer Redress Fund** means a sum of money which **you** are legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.

### 3. **Damages**

- a. With respect to Insuring Agreement 1. Privacy and **Network Security Liability**, **damages** shall also include a **Consumer Redress Fund** but shall not include **Regulatory Fines**.
- b. With respect to Insuring Agreement 2. Data Breach Fund Coverage, the definition of **Damages** is amended to include **data breach expenses** unless such expenses constitute compensatory damages of a direct settlement with the injured natural persons of a **claim** for an **information breach** involving **personal information**.

4. **Data Breach Expenses** means those reasonable and necessary expenses incurred by **you** or which **you** become legally obligated to pay:

- a. to retain third party computer forensics services to determine the scope of a failure of **network security**;
- b. to comply with **privacy regulations**, including but not limited to the consumer notification provisions of **privacy regulations** of the applicable jurisdiction that most favors coverage for such expenses;
- c. with the **Pool's** prior written consent, to voluntarily notify individuals whose **personal information** has been wrongfully disclosed;
- d. in retaining the services of a crisis management firm or law firm for advertising or related communications solely for the purpose of protecting or restoring **your** reputation as a result of an **information breach**;
- e. to retain the services of a law firm solely to determine **your** indemnification rights under a written agreement with an independent contractor with respect to an **information breach** expressly covered under Insuring Agreement 1. Privacy and **Network Security Liability** of this endorsement and actually or allegedly committed by such contractor; and
- f. for credit monitoring services, but only if such disclosure of **personal information** could result in the opening of an unauthorized line of credit or other financial account.

5. **Information Breach** means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **personal injury** offense actually or allegedly committed or attempted by any **covered party** in their capacity as such, resulting in:

With respect only to Insuring Agreement 1. Privacy Liability and **Network Security Liability**;

- a. the failure by **you** or by an independent contractor for which **you** are legally responsible to properly handle, manage, store, destroy or otherwise control:
  - i. **Personal information**; or
  - ii. third party corporate information in any format provided to **you** and specifically identified as confidential and protected under a nondisclosure agreement or similar contract with **you**.
- b. an unintentional violation of **your** privacy policy that results in the violation of any **privacy regulation**.
- c. failure of **network security**.

With respect only to Insuring Agreement 2. Data Breach Fund Coverage, the failure by **you** or by an independent contractor for which **you** are legally responsible to properly handle, manage, store, destroy or otherwise control **personal information**.

6. **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
7. **Interrelated Information Breaches** means all **information breaches** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
8. **Regulatory Fines** means any civil monetary fine or penalty imposed by a federal, state, local or foreign governmental entity in such entity's regulatory or official capacity pursuant to its order under a **regulatory proceeding**. **Regulatory fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement of profits or multiple damages.
9. **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging the violation of **privacy regulations** as a result of **your information breach**, and which may reasonably be expected to give rise to a covered **claim** under coverage A.1. Privacy and **Network Security Liability**.
10. **Website** means the software, content and other materials accessible via the **internet** at a designated Uniform Resource Locator (URL) address.

#### SECTION VI - SUPPLEMENTARY PAYMENTS

The definition of supplementary payments follows that of the liability policy to which this endorsement is attached.

#### SECTION VII – CONDITIONS

All conditions of the policy to which this endorsement is attached apply to this coverage endorsement with the exception of the following condition that replaces the corresponding condition in the policy.

#### 20. DEDUCTIBLE

We may pay any part or all of any deductible amount listed in Item C of this endorsement to effect settlement of any **claim**, and, upon notification of the action taken, **you** must promptly reimburse **us** for the part of the deductible amount **we** paid. The deductible amount applies to the **loss** portion of the **claim** and to the SECTION VI - SUPPLEMENTARY PAYMENTS. Any deductible will apply on a per **occurrence** basis, regardless of the number of **claims** arising out of the **occurrence** or the number of **municipalities** or **covered parties** insured by the **Pool** that are involved.

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered **auto** licensed or principally garaged in Tennessee, this endorsement modifies coverage provided under Coverage D-Automobile Liability and Coverage E-Automobile Physical Damage provided by the TML Risk Management Pool.

**SCHEDULE**

<b>Bodily Injury</b>	<b>\$300,000</b>	<b>Per Occurrence</b>
<b>Property Damage</b>	<b>\$100,000</b>	<b>Per Occurrence</b>

This endorsement provides **bodily injury** and **property damage** uninsured motorists coverage.

**A. COVERAGE**

1. The **Pool** will pay all sums a **covered party** becomes legally entitled to recover as compensatory **damages** from the owner or driver of an **uninsured motor vehicle**. The **damages** must result from **bodily injury** or **property damage** sustained by a **covered party** caused by an **occurrence**. The owner's or driver's liability for these **damages** must result from the ownership, maintenance, or use of the **uninsured motor vehicle**.
2. If this coverage provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, the **Pool** will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for **damages** arising out of a **suit** brought without **our** written consent is not binding on **us**.

**B. WHO IS INSURED**

For the purposes of this endorsement only, the definition of **covered party** is extended to include:

1. Anyone else occupying a covered **auto** or a temporary substitute for a covered **auto**. To qualify as a temporary substitute, the covered **auto** must be out of service because of its breakdown, repair, servicing, loss, or destruction.
2. Anyone for **damages** that they are entitled to recover because of **bodily injury** sustained by another **covered party**.

**C. EXCLUSIONS**

This coverage does not apply to:

1. Any claim settled without **our** consent.

2. The direct or indirect benefit of any insurer or self-insurer under a workers compensation, disability benefits, minimum wage or overtime law, unemployment compensation law or any similar local, state, or federal law or fair labor standards law.
3. The direct or indirect benefit of any insurer of property.
4. The first \$200 of the amount of **property damage** to the property of each **covered party** as the result of any one **occurrence**. This exclusion does not apply if:
  - a. **We insure your covered auto** for both collision and uninsured motorists **property damage** coverage; and
  - b. The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.
5. Anyone using an **auto** without a reasonable belief that they are entitled to do so.
6. **Property damage** for which the **covered party** has been or is entitled to be compensated by other property or physical damage coverage.
7. **Bodily injury** to any **covered party** while in the scope of employment or official duties for which the **covered party** has been or is entitled to be compensated by workers compensation or voluntary compensation coverage or any program that replaces the coverages provided by workers compensation.
8. Punitive or exemplary damages.

#### **D. LIMITS OF COVERAGE**

1. Regardless of the number of covered **autos**, **covered parties**, premiums paid, claims made, or **autos** involved in the **accident**, the most **we** will pay for all **damages** resulting from any one **occurrence** is the limit of uninsured motorists coverage shown in Item 4 of the Declarations.
2. The most **we** will pay for all **damages** resulting from **bodily injury** to a **covered party** when the **covered party** is **occupying** an **auto** not owned by the **covered party** or is not **occupying** any **auto** is the highest limit of uninsured motorist coverage on an **auto** owned by the **covered party**.
3. The most **we** will pay for a **covered party** who is a passenger of a vehicle used for public conveyance, who is not employed by **you**, is the the minimum uninsured motorist limits mandated by the law.
4. Any amount payable under this coverage will be reduced by:
  - a. All sums paid or payable under a workers compensation, disability benefits, minimum wage or overtime law, unemployment compensation law or any similar local, state, or federal law or fair labor standards law.
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under Coverage D-Automobile Liability.
5. Any amount paid under this coverage will reduce any amount an **insured** may be paid under Coverage D-Automobile Liability.
6. **We** will not pay for a **loss** that is paid or payable under physical damage coverage.

## E. CHANGES IN CONDITIONS

SECTION VII-CONDITIONS is amended for uninsured motorists coverage as follows:

1. The reference in OTHER INSURANCE to other collectible insurance applies only to other collectible uninsured motorists insurance.

If **you** or any other **covered party** sustain **bodily injury** while occupying an **auto** not owned by **you** or that **covered party**, the following priorities of recovery apply:

- a. **FIRST PRIORITY**                    The coverage form or policy providing uninsured motorists coverage to the **auto** the **covered party** was **occupying** at the time of the **accident**.
- b. **SECOND PRIORITY**                If that primary coverage is exhausted due to the extent of compensatory **damages**, then the **covered party** may recover only from the coverage form or policy insuring the **auto** owned by the **covered party** that provides the highest limit of uninsured motorists coverage. In no instance, will more than one coverage form or policy providing uninsured motorist coverage be available as excess coverage over and above the primary coverage available to that injured **covered party**.

2. **DUTIES IN THE EVENT OF OCCURRENCE OR SUIT** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send **us** copies of the legal papers if a **suit** is brought.

3. **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS AGREEMENT** is changed by adding the following:

If the **Pool** makes any payment and the **covered party** recovers from another party, the **covered party** will hold the proceeds in trust for **us** and pay **us** back the money **we** have paid.

## F. DEFINITIONS

1. **Property damage** - for this coverage endorsement only, **property damage** means injury or destruction of:
  - a. A covered **auto**;
  - b. Property contained in the covered **auto** and owned by **you**; or
  - c. Property contained in the covered **auto** and owned by anyone else **occupying** the covered **auto**.
2. **Occupying** - means in, upon, getting in, on, out, or off;
3. **Uninsured Motor Vehicle** means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered **auto** is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is an **auto** or trailer for which the sum of the limits of liability available for payment to a **covered party** under all policies, bonds, and securities applicable at the time of the accident, is less than the limit for this coverage;

- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run **auto** and neither the driver nor owner can be identified. The **auto** must either:
  - (1) Hit a **covered party** a covered **auto**, or an **auto** a **covered party** is **occupying**; or
  - (2) Cause **bodily injury** or **property damage** without hitting a **covered party**, a covered **auto**, or an **auto** a **covered party** is **occupying**.
  - (3) If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved by clear and convincing evidence. **We** must have corroborating evidence of the claim in addition to evidence provided by occupants in the covered **auto** or in the vehicle a **covered party** is **occupying**.

**Uninsured Motor Vehicle** does not include any vehicle:

- e. Owned by, furnished, or available for **your** regular use;
- f. Owned or operated by a self-insurer under any applicable motor vehicle law, except as a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- g. Owned by a governmental unit or agency;
- h. Designed for use mainly off public roads while not on public roads; or
- i. While located for use as a premises.

**TML RISK MANAGEMENT POOL  
MUNICIPAL LIABILITY COVERAGE**

**AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Automobile Physical Damage – Coverage Part E applies on a blanket basis to **automobiles** described below.

- 
1.  Coverage is applicable for automobiles of all values and ages
  2.  Coverage is applicable for automobiles with per automobile values greater than \_\_\_\_\_ at the time of loss.
  3.  Coverage is applicable for automobiles with model year no older than \_\_\_\_\_

- 
- Police Department-Fair Market Value
- Fire Department-Scheduled Stated Value Unscheduled Fair Market Value
- Utility Department-Scheduled Stated Value Unscheduled Fair Market Value
- All Other Departments-Fair Market Value

# TML RISK MANAGEMENT POOL

## Liability Premium Breakdown

Insured: CHATTANOOGA YOUTH AND FAMILY DEVELOPMENT

Effective: 7/1/2015

<b>TOTAL ALL COVERAGES</b>	56,166
<b>TOTAL ALL LIABILITY</b>	54,517
<b>TOTAL PHYSICAL DAMAGE</b>	1,649

GENERAL LIABILITY	PREMIUM
General Fund	18,749.00
Head Start	1,522.00
Misc GL	0.00
<b>Total Basic General Liability</b>	<b>20,271.00</b>
<b>Rounding Adjustment</b>	<b>1.00</b>
<b>Total General Liability</b>	<b>20,272.00</b>

ERRORS or OMISSIONS LIABILITY	PREMIUM
Errors or Omissions Base Premium	21,645.80
Privacy and Network Liability	1,624.00
<b>Base Errors or Omissions Liability</b>	<b>23,269.80</b>
<b>Rounding Adjustment</b>	<b>0.20</b>
<b>Total Errors or Omissions Liability</b>	<b>23,270.00</b>

AUTO LIABILITY	Number of Vehicles	Premium per Vehicle	PREMIUM
Ambulance	0	0.000	0
PPT	1	245.000	245
Light Trucks	4	287.500	1,150
Other Trucks	0	0.000	0
Passenger Vans	2	273.500	547
Buses	22	365.364	8,038
Trailers	0	0.000	0
Motorcycles	0	0.000	0
Other	0	0.000	0
<b>Total Basic Auto Liability</b>			<b>9,980.00</b>
Uninsured Motorist	29	34.300	994.70
<b>Base Auto Liability</b>			<b>10,974.70</b>
<b>Rounding Adjustment</b>			<b>0.30</b>
<b>Total Auto Liability</b>			<b>10,975.00</b>

AUTOMOBILE PHYSICAL DAMAGE			
CLASSIFICATION	VALUES	RATE	PREMIUM
Total Values	182,500	Various	1,649.28
<b>Rounding Adjustment</b>			<b>-0.28</b>
<b>Total Automobile Physical Damage</b>			<b>1,649.00</b>