

# Huntsville, Alabama

#### 308 Fountain Circle Huntsville, AL 35801

## Cover Memo

Meeting Type: City Council Regular Meeting Meeting	g Date: 2/22/2024	File ID: 2024-1182
Department: Public Transit		
Subject:	Type of Action:	Approval/Action
Resolution authorizing the Mayor to enter into an Agree McLennan for insurance on parking lot under I-565.	ement between the City of	Huntsville and Marsh and
Resolution No.		
Finance Information:		
<b>Account Number:</b> 2000-54-54D42-515220-PT506330	&2000-54-54M42-515220	-PT506330
City Cost Amount: \$1,549.00		
<b>Total Cost:</b> \$3,098.00		
Special Circumstances: Cost is split 50/50.		
Grant Funded: 50%		
Grant Title - CFDA or granting Agency: Section 530	7	
Resolution #: 22-916		
Location: (list below)		
Address: 500 Church St.  District: District 1 □ District 2 □ District 3 □	District 4 □ District 5	
Additional Comments:		

#### RESOLUTION NO. 24-

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Lease Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and Marsh and McLennan Agency, LLC for insurance on a parking lot at 500 Church Street, in the amount of Three Thousand Ninety Eight dollars (\$3.098.00), which is similar to certain document attached hereto and identified as "Agreement between the City of Huntsville and Marsh and McLennan Agency, LLC," consisting of fourteen (14) pages and the date of February 22, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk, of the City of Huntsville, Alabama.

**ADOPTED** this the <u>22nd</u> day of <u>February</u>, <u>2024</u>.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 22nd day of February, 2024.

Mayor of the City of Huntsville, Alabama

17-0250-00 MARSH & MCLENNAN AGENCY LLC PO BOX 6087 HUNTSVILLE AL 35813-0087

Agency phone: 256-890-9000

Auto-Owners.
INSURANCE

LIFE . HOME . CAR . BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Auto-Owners Insurance Company

09-29-2023

You can view your policy or change your paperless options at any time online at www.auto-owners.com.

CITY OF HUNTSVILLE PO BOX 308 HUNTSVILLE AL 35804-0308

RE: Policy 062317-38014321-23

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company and program may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

President of the City Council of the City of Huntsville, Alabama
Date: 2/22/24



# Auto-Owners

09-29-2023 Issued

INSURANCE COMPANY 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY MARSH & MCLENNAN AGENCY LLC

17-0250-00

INSURED CITY OF HUNTSVILLE

MKT TERR 083

256-890-9000

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective

11-04-2023

POLICY NUMBER Company Use

062317-38014321-23 38-23-AL-0611

Agency Bill

Policy Term 12:01 a.m.

12:01 a.m. 11-04-2023 11-04-2024

ADDRESS PO BOX 308

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you

have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

**Business Description:** 

Parking Lot

Entity:

Municipality\_

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):

COMMERCIAL GENERAL LIABILITY COVERAGE

TOTAL

\$3,098.00 \$3,098.00

PREMIUM

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable); 59390 (11-20)

55000 (07-12)

Countersigned By: \_\_\_



Auto-Owners Ins. Co.

AGENCY MARSH & MCLENNAN AGENCY LLC

17-0250-00

MKT TERR 083

INSURED CITY OF HUNTSVILLE

Agency

Bill

POLICY NUMBER 062317-38014321-23

Issued 09-29-2023

38-23-AL-0611

Term 11-04-2023 to 11-04-2024

55040 (11-87)

#### COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Fach Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premise
Medical Payments	\$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

#### AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

FORTIS diat apply to dis c		107 001	E9250	(01-15)	55146	(06-04)	IL0017	(11-85)
CG2144 (04-17)	55405	(07-08)		(01 12)			CG2109	(06-15)
IL0021 (07-02)	CG2106	(05-14)	CG0001	101 221		105 2.7		•
	CG2196	(03-05)	CG2132	(05-09)	CG2147	(12-07)	55885	(05-17)
33023 (03 2.7		•	E0390	(11-20)				
CG2024 (04-13)	59325	(12-19)	33330	(11 20)				

#### LOCATION 0001 - BUILDING 0001

Location: R500 Church Street, Huntsville, AL 35801

Territory: 006

County: Madison

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM		
Parking - Private	46622	Prem/Op Prod/Comp Op		Each 1000 51.772 9.121	\$2,608.00 \$459.00		
COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY							
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390				\$31.00			
TERRORISM - GERMINES / GTS - G			LOCATION 0	001	\$3,098.00		

COMMERCIAL GENERAL LIABILITY CG 20 24 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)		
	STATE OF ALABAMA AND ITS OFFICERS AGENTS AND EMPLOYEE		
	300020000000000000000000000000000000000		
rmation required to complete this Schedule, if not st	nown above, will be shown in the Declarations.		
rmation required to complete this Schedule, it not si	IVIII UVVI GI TITI		

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to lease that land;
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CG 20 24 04 13

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 21 44 04 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Premises:	R500 CHURCH STREET			
I	HUNTSVILLE	AL	35801	
Project Or	Operation:			
Information	required to complete this 5	Schedu	ule, if not shown above, will be shown in the Declarations.	

- A. If this endorsement is attached to Commercial General Liability Coverage Form CG 00 01, the provisions under this Paragraph A. apply:
  - 1. Paragraph 1.b. under Section I Coverage A -**Bodily Injury And Property Damage Liability** is replaced by the following:
    - b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
      (1) The "bodily injury" or "property damage":
      - - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
        - (b) Arises out of the project or operation shown in the Schedule;
      - (2) The "bodily injury" or "property damage" occurs during the policy period; and
      - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II -Who is An insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

- If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- 2. Paragraph 1.b. under Section I Coverage B -Personal And Advertising Injury Liability is replaced by the following:
  - b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
    - (1) The offense arises out of your business:
      - (a) Performed on the premises shown in the Schedule; or
      - (b) In connection with the project or operation shown in the Schedule; and
    - (2) The offense was committed during the policy period.

However, with respect to Paragraph

1.b.(1)(a) of this Insuring Agreement, if the
"personal and advertising injury" is caused
by:

(1) False arrest, detention or imprisonment;

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

- Paragraph 1.a. under Section I Coverage C Medical Payments is replaced by the following:
  - a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
    - (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- B. If this endorsement is attached to Commercial General Liability Coverage Form CG 00 02, the provisions under this Paragraph B. apply:
  - Paragraph 1.b. under Section I Coverage A Bodily Injury And Property Damage Liability is replaced by the following:
    - b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
      - (1) The "bodily injury" or "property damage":
        - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

- (b) Arises out of the project or operation shown in the Schedule;
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.
- Paragraph 1.b. under Section I Coverage B Personal And Advertising Injury Liability is replaced by the following:
  - b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
    - (1) The offense arises out of your business:
      - (a) Performed on the premises shown in the Schedule; or
      - (b) In connection with the project or operation shown in the Schedule;
    - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
    - (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.



- Paragraph 1.a. under Section I Coverage C Medical Payments is replaced by the following:
  - a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
     (1) Occurs on the premises shown in the
    - Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (2) Arises out of the project or operation shown in the Schedule; provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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Page 3 of 3

CG 21 44 04 17

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

#### A. Applicability Of This Endorsement

- The provisions of this endorsement will apply if and when one of the following situations occurs:
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
  - The Program is renewed, extended or otherwise continued in effect:
    - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
    - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
- When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

- endorsement already endorsed to this policy that addresses "certified acts of terrorism".
- 3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
  - "Terrorism" means activities against persons, organizations or property of any nature:
  - 1. That involve the following or preparation for the following:
    - a. Use or threat of force or violence; or
    - b. Commission or threat of a dangerous act; or

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55405 (7-08)

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
  - The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

#### Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

59350 (1-15)

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK **INSURANCE COVERAGE**

#### It is agreed:

- With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
- 2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

- 3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and
    - (2) if the act is committed:
      - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
      - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.



59350 (1-15)

Agency Code 17-0250-00 Policy Number 062317-38014321

# IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

59325 (12-19)

# NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

#### **Protecting Confidentiality**

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

#### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

#### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

#### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

Page 1 of 2

Agency Code 17-0250-00 Policy Number 062317-38014321

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

# How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

#### **Contact Us**

Auto-Owners Insurance Company Phone: 844-359-4595 (toll free) Email: privacyrequest@aoins.com

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59390 (11-20)

# NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

- Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
- 2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
- The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
- 4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
- If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
- If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

