

Excess Workers' Compensation Proposal

City of Independence, Missouri

July 1, 2021-2022



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Important issues

Lockton Companies, LLC, and each of its Series, together with its/their respective domestic subsidiaries and affiliates (collectively, "Lockton"), are committed to being the worldwide value and service leader in insurance brokerage, risk management, employment benefits and retirement services. The services a particular Lockton company provides to each client ("Client") will be subject to these Terms of Business in the absence of conflicting terms in a written services agreement executed by Lockton and Client. Client's direction for Lockton to render consulting, insurance/risk management consulting and/or brokerage services on its behalf shall be deemed Client's agreement to be bound by the terms contained herein.

Surplus lines; insurance premiums & related tax obligations

Lockton may not be able to procure insurance in the admitted marketplace on the terms and conditions specified by Client. In such event, Lockton's insurance proposal may include placements with insurer(s) not licensed to transact insurance in a particular jurisdiction and not subject to the supervision of such state's insurance department. Any such surplus lines coverage will be made pursuant to applicable insurance laws governing the placement of insurance with nonadmitted insurers. A state insurance guaranty fund will not respond in the event the surplus lines insurer should become insolvent. Furthermore, policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market.

Client is responsible for all insurance premiums due and any applicable surplus lines, sales, use, excise or other taxes for insurance coverage placed by Lockton. If Client fails to pay any premium in full by the due date indicated on the premium invoice, the coverage may be subject to cancellation by the insurer(s), and such nonpayment, in addition to any nonpayment of fees or expenses due to Lockton as set forth herein, shall be considered a material breach of these Terms of Business.

Accuracy & completeness of information

Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

Confidentiality; data protection information notice

Lockton and Client acknowledge that the nature of Lockton's relationship with the Client is one in which the Client may disclose to Lockton certain of the Client's information ("Information"), some of which may be of a confidential or proprietary nature, to enable Lockton to provide services to Client. Client acknowledges and consents to Lockton's use and disclosure of Information in the course of performing marketing, servicing, claims handling, risk management and/or insurance renewal services for Client.

Lockton is committed to protecting the privacy and security of Client's Information deemed to constitute personal data pursuant to applicable data privacy law or regulation. In providing regulated insurance broking services, Lockton may receive such personal data directly from Client, in the case of an individual Client, or indirectly, in the case of a commercial Client on behalf of its employee insureds. Pursuant to applicable data protection laws, Lockton is deemed to be a "data controller." This means that Lockton is responsible for deciding how it holds and uses personal data about Client.

Lockton may use personal data received from Client in its role as an insurance intermediary. This may include for the purposes of quotation/inception, policy administration, claims processing, renewals, marketing and other purposes necessary for the provision of insurance throughout the insurance lifecycle.

For more information, please review Lockton's Privacy Notice available on our website. If you have any questions about the Privacy Notice or Lockton's collection or use of Client personal data, please contact compliance@lockton.com.

Intermediaries

When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the services of foreign or domestic intermediaries to assist in the servicing, marketing and/or placement of Client's insurance/risk management programs. However, this may only be done after consultation with Client. Lockton will advise Client whether any proposed intermediary is affiliated with Lockton. Any such intermediary shall be compensated by commissions earned on placement of Client's policies handled by that intermediary, or by payment of a separate fee agreed to by Client and the intermediary if commissions are not properly payable on Client's placements. Such commissions and fees shall be in addition to the compensation paid to Lockton.

Logos

Unless otherwise instructed by Client, Lockton may, without notice to or consent by Client, use Client's logo, pictures and other publicly available information to effectively market Client's insurance programs or in Lockton's marketing materials.

Insurance proposals & summaries

Insurance documents prepared by Lockton containing proposals to bind coverage, summaries of coverages and certificates of insurance placed are furnished to Client as a matter of information for Client's convenience. These documents are not intended to reflect the terms, conditions, limitations and exclusions of such policies, are not themselves insurance policies and do not amend, alter or extend the coverages afforded by such policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions, limitations and exclusions contained in such policies.

Use of a particular insurer

Lockton is not obligated to utilize any particular insurer. In addition, Lockton is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.

No reliance

Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

Responsibility for insurance programs

Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to Lockton's engagement.

Relationship between the parties

Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

Compensation disclosure

Lockton is committed to delivering a superior client experience through our customer-centered service model. Lockton wins and keeps clients by operating with complete integrity. We fulfill that pledge by providing fulsome disclosure regarding Lockton's sources of income—whether received from insurance companies or third parties—to clients.

Unless applicable law or contractual agreement between Lockton and insurers states otherwise, any commission that Lockton is entitled to receive for any placements is fully earned at inception of the insurance program, and Lockton is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

Lockton may receive compensation in a number of ways, including 1) commissions paid by an insurer, calculated as a percentage of premiums, or 2) negotiated fees paid by a client in lieu of, or in addition to, commissions. These commissions or fees received are for the placement/renewal of a client's insurance/risk management program, day-to-day servicing, risk control services and/or other services Lockton has agreed to provide on a client's behalf.

Lockton may also be eligible to receive other forms of compensation such as incentive or contingency payments or bonuses and/or supplemental commissions from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being an insurance broker (collectively, "Additional Compensation").

Contingency payments or bonuses are based on the overall performance of a partial or entire book of business Lockton places with an insurance company, and Lockton's eligibility and the amount of any such compensation may vary depending on the line of business and a number of "contingent" factors related to future performance such as overall premium volume, premium growth year over year, persistency, profitability and/or retention targets set by the insurer. As such, a contingency payment received by Lockton from an insurer is difficult to tie back to any particular client insurance policy. Additional Compensation in the form of supplemental commission is established at the beginning of each calendar year based on Lockton's historical and current performance typically measured using some or all of the same performance factors by which contingency payments are calculated. Lockton may also receive service fees from insurers for consulting, managing general agency arrangements and/or analytics or administration services specific to an insurer including, without limitation, consulting in the development of insurer sales, product and/or marketing plans to broaden available coverage for Lockton clients. These service fees are not tied to, dependent on or identified with any particular client or insurance placement.

At times, insurers may also request that Lockton Re, LLC, a reinsurance intermediary broker affiliate ("Lockton Re"), place facultative and/or treaty reinsurance on their behalf and compensate Lockton Re for any such placement(s), subject to Lockton Re's Terms of Business agreement.

Lockton may also receive interest or investment income on funds temporarily held by it, such as premiums or return premiums, service fees or other compensation from premium finance companies for administrative services provided to or on behalf of premium finance companies relative to the financing of client insurance premiums.

Please contact your Lockton representative if you have specific questions regarding the compensation Lockton receives as it relates to your account.

Modeling & analytics services

Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton to 1) disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

Limitation of liability

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS) ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES. NOTWITHSTANDING THE FOREGOING, IF THE EXPRESS TERMS OF A FEE AGREEMENT OR CONSULTING AGREEMENT ARE INCONSISTENT WITH THIS PROVISION, THE TERMS OF THE FEE AGREEMENT OR CONSULTING AGREEMENT SHALL CONTROL AND SUPERSEDE THIS PROVISION.

Introduction

Our commitment

To provide the most uncommon results and service in a most common business.

Our mission

To be the worldwide value and service leader in insurance brokerage, risk management, employee benefits and retirement services.

Our core values & beliefs

- Be committed to the highest standards of excellence in everything we do
- Practice the Golden Rule and sustain a highly ethical, moral and caring culture
- Recognize our Associates as our most valuable assets
- Provide opportunity and support to allow all Associates to grow, improve and achieve their ultimate potential
- Recognize and substantially reward exemplary Associate performance
- Respect, value and nurture each of our client and carrier relationships
- Be composed of people who demonstrate a passion for delivering unparalleled service — internally and externally
- Make a recognizable difference to our clients' businesses through innovative solutions to meet their insurance needs
- Be proactive in sustaining meaningful corporate social and civic responsibility
- Maintain our independence and private ownership
- Manage our business for consistent and orderly growth
- Be a fiercely competitive and aggressive sales organization
- Generate fair and healthy financial returns

Service team

CLIENT ADVOCATE



Pat Meyers
MBA
Senior Vice President
Client Advocate
816.960.9151
pmeyers@lockton.com

ACCOUNT MANAGEMENT



Tony Richardson
ARM
Senior Vice President
Unit Leader
816.960.9768
trichardson@lockton.com



Cheri Weathers
ARM, AIS
Vice President
Account Executive
816.960.9688
cweathers@lockton.com



Sean Edwards
Account Manager
816.960.9430
sedwards@lockton.com



Ali Swift
Technical Services Assistant
816.960.9442
aswift@lockton.com

TECHNICAL SERVICES

CLAIMS



Kurt Bielby
CPCU, ARM, AIC, AINS, AU, RPLU,
ARM-E
Assistant Vice President
Senior Claims Consultant
816.960.9506
kbielby@lockton.com

LOSS CONTROL



Tom Metzner
CSP, ASP, ARM-P, CFPS
Vice President
Senior Loss Control Consultant
816.960.9458
tmetzner@lockton.com

CLAIMS COST CONTROL



Catherine Puls
ARM, AIC, SCLA
Vice President
Workers' Compensation Claim
Manager
816.960.9873
cpuls@lockton.com

Excess workers' compensation

INSURER: Safety National Casualty Corporation (Best's Rating: A+ XIV)
 Admitted Carrier
 Nonadmitted Carrier
Surplus Lines Tax

POLICY NUMBER: TBD

POLICY TERM: July 1, 2021 to July 1, 2022

LIMITS: **Coverage A**
Workers' compensation\$ Statutory

Coverage B
Employer's liability
Bodily injury by accident (each accident)\$ 2,000,000
Bodily injury by disease (each employee).....\$ 2,000,000

Coverage C
Other states.....\$ Covered

AGGREGATE LIMITS: Not applicable

SPECIFIC RETENTION: \$ 1,500,000

STATE(S) NAMED: Missouri

CANCELLATION: 10 days for nonpayment of premium

- FORM EXTENDED TO INCLUDE:**
- Claims expenses are included as part of loss (to satisfy the retention).
 - No commutation clause.
 - Coverage is not voided or suspended if you temporarily lose your status as a qualified self-insurer.
 - One retention applies in the event both workers' compensation and employer's liability coverages are involved in the same accident.

MAJOR EXCLUSIONS: (Refer to the policy for a complete list.)

- ❖ Punitive or exemplary damages
- ❖ Bodily injury while employed in violation of the law
- ❖ Intentional bodily injury under employer's liability
- ❖ Losses covered by other insurance
- ❖ Employment practices liability
- ❖ Terrorism (unless otherwise provided)
- ❖ Mesothelioma

REQUIREMENTS AND CLAIMS-REPORTING DUTIES: Claims to be managed by Thomas McGee Group

NOTE: Higher limits may be available on request.

ESTIMATED ANNUAL PREMIUM: \$ 396,713

- Minimum deposit applies.
- Minimum earned premium applies — \$396,713
- Subject to audit — upward adjustment only

Notes



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