



SR-24-171 - Attachment 2

# Alameda-Contra Costa Transit District

2024– 2025

## Excess Workers' Compensation Insurance Proposal

Presented on March 22, 2024 by:

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# Excess Workers' Compensation Coverage

<b>Insurance Company</b>	<b>Safety National Casualty Corporation</b>
A.M. Best Rating	A+, XV
Standard & Poor's Rating	A+
CA Status	Admitted
<b>Policy/Coverage Term</b>	<b>April 26, 2024 to April 26, 2025</b>

## Named Insured & Additional Named Insureds

Alameda-Contra Costa Transit District
AC Transit Financing Corporation
Alameda-Contra Costa Transit District Employee's Pension Plan
Friends of AC Transit
All Subsidiaries of Alameda Contra Cost Transit District, and any companies which are under management and operating control of Alameda Contra Costa Transit District or its subsidiaries, and any partnership or Joint Venture under management and operating control of Alameda Contra Cost Transit District or its subsidiaries, unless specifically excluded

## Limits

Workers' Compensation		Statutory Benefit
Employers Liability	Per Occurrence	\$ 1,000,000
	Aggregate	\$ 1,000,000
Self-Insured Retention		\$ 2,000,000
Estimated Payroll	\$202,173,745	
Rate	\$0.2347 per \$100 of Payroll	

## Premium

<b>Total Deposit Premium</b>	<b>\$</b>	<b>474,502</b>

## Endorsements & Exclusions (including by not limited to)

0288 00 0908	(XWC) Employers' Liability per Occurrence & Aggregate maximum limits of liability
0456 00 0113	(XWC) Blanket Waiver of Subrogation
1810 01 0712	(XWC) California Short Rate Cancellation Provision – Specific Excess California Mandatory Endorsement (s), if applicable
0288 04 0908	(XWC) Employers' Liability per occurrence & aggregate maximum limits of liability - California
0467 02 1105	(XWC) Employers' Liability maximum limit and aggregate maximum limit of indemnity
6000 00 0121	(XWC) Terrorism Risk Insurance Program Reauthorization Act Endorsement

Quote Valid Until April 26, 2024

Policy Auditable Subject to Audit

Binding Conditions

- Written Request to bind coverage.
- Confirm binding with or without 2 Year Program Commitment Agreement

**This policy is subject to annual premium adjustment.  
Your premium will be adjusted to reflect the actual payroll for the reporting period.**

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3 A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3 C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

California Officer Exclusion Rule as of January 1, 2017: Only officers/directors of a corporation who own at least 15% of the issued and outstanding stock of the corporation can be excluded from coverage. A written waiver requesting exclusion (carrier specific) is required to be on file. Officers/directors with less than 15% ownership must be included and subject to the officer minimum/maximum for the policy year. Please refer to AB 2883 and/or the carrier for full details.

**See Disclaimer Page for Important Notices and Acknowledgement**

## Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at [www.alliant.com](http://www.alliant.com), and contact your Alliant service team should you have any questions.

## Other Disclosures/Disclaimers

### FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

### Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

## Other Disclosures/Disclaimers (continued)

### Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### Claims Made Policy

*(Applicable to any coverage that is identified as claims made)*

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances, which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

## Other Disclosures/Disclaimers (continued)

### Certificates of Liability Insurance / Evidence of Property Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the recipient. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of insurance, you may be required to name your landlord, client or customer on your policy as loss payee on property insurance or as an additional insured on liability insurance. Adding a party as an additional insured is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the Certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

***See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.***

## Request to Bind Coverage

### Alameda-Contra Costa Transit District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below effective April 26<sup>th</sup>, 2024:

Coverage Line	Bind Coverage for:
Excess Workers' Compensation <b>with 2 Year</b> Program Commitment	<input type="checkbox"/>
Excess Workers' Compensation <b>without 2 Year</b> Program Commitment	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?**

**Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
<input type="checkbox"/>	<input type="checkbox"/>

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.*

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**Signature of Authorized Representative**

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**Date**

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**Title**

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**Printed / Typed Name**

***This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.***

# PROGRAM COMMITMENT AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION  
&  
ALAMEDA CONTRA COSTA TRANSIT DISTRICT

This Agreement is effective as of **April 26, 2024**, between **SAFETY NATIONAL CASUALTY CORPORATION** (hereafter “Safety National”) and **ALAMEDA CONTRA COSTA TRANSIT DISTRICT** (hereafter “Employer”).

WHEREAS, upon acceptance of terms by the Employer, Safety National has agreed to issue the following to the Employer (hereafter “Excess Policy(ies)”):

**Excess Workers’ Compensation and Employers’ Liability Policy No. SP 4066498,**

WHEREAS, in consideration of the payment of premium, Safety National is willing to provide a limited commitment to the Employer relative to the above referenced Excess Policy(ies), subject to certain conditions,

NOW THEREFORE, in consideration of these promises, it is hereby understood and agreed as follows:

## I. REFERENCES

- 1) “**Current Period**” refers to the current Liability Period of: **4/26/2024 – 4/26/2025**
- 2) “**Renewal Period**” refers to the renewal Liability Period of: **4/26/2025 – 4/26/2026**
- 3) “**Exposure Basis**” refers to the basis upon which the policy is rated and may include, but is not limited to, payroll or man-hours.
- 4) Where referenced herein, a change in an aircraft does not constitute, and shall not be considered, a “significant change”.

## II. PROGRAM COMMITMENT

If the conditions set forth in Section III of this Agreement are all met, Safety National agrees to the following percentage increase in the excess premium rate per applicable **Exposure Basis** for the **Renewal Period** over the rates that had been applied to the **Current Period** in conjunction with the applicable bound SIR for the **Current Period**: no more than 2%

The parties understand and agree that, if any one or more of the below stated conditions are **not** met, the **Renewal Period** shall **not** be subject to any limitation nor guarantee with respect to the rate per applicable **Exposure Basis**, retention, coverage, limits or endorsements.

This Program Commitment applies only to premium rates and shall not be construed to provide any obligation on the part of Safety National as to any other policy terms or conditions including but not limited to coverages or endorsements.

## III. CONDITIONS

- 1) This Agreement is signed by the Employer and returned to Safety National within 60 days following the effective date of the **Current Period**.
- 2) No certified “act of terrorism”, as defined under the Terrorism Risk Insurance Act of 2002 or any subsequent acts, amendments, or reauthorizations thereto (“TRIA”), occurs during the **Current Period**.
- 3) No “pandemic” first originates and/or is first declared during the **Current Period** with “pandemic” defined as a disease prevalent throughout an entire state, country, continent or world that meets either of the following criteria:
  - (a) Such disease is declared a pandemic by the World Health Organization; or
  - (b) Any branch or agency of the United States Federal Government, or any state covered by the Excess Policy(ies), declares the spread of such disease to be a public health emergency.
- 4) No significant change in allocation of **Exposure Basis** among states for the **Renewal Period** from that in place for the **Current Period** with “significant” being understood to mean a  $\pm 15\%$  change in **Exposure Basis** of any

state that represents more than **25%** of the total policy **Exposure Basis** written in each preceding Liability Period or a **±50%** change in **Exposure Basis** in any state that represents less than **25%** of the total **Exposure Basis** for such preceding Liability Period.

- 5) No significant change in core business underwriting exposure, with “significant” being understood to mean a **±15%** change in exposure for the **Renewal Period** over that in place for the **Current Period**.
- 6) No significant change in underwriting exposure through development of, or acquisition of, non-core business, with “significant” being understood to be a change in exposure that is in excess of **5%** for the **Renewal Period** over that for the **Current Period**.
- 7) No new, individual incurred loss during the **Current Period** to exceed **50%** of that Excess Policy's applicable SIR/Retention amount with such losses to be valued as of 1/26/2025.
- 8) No development of existing claims having a date of loss prior to the effective date of the **Current Period**, to exceed **50%** of the Excess Policy's applicable SIR/Retention amount with such losses to be valued as of 1/26/2025.

#### **IV. DEFINITIONS**

All terms that are not specifically defined in this Agreement retain the definitions from the underlying Excess Policy(ies).

#### **V. ENFORCEABILITY**

The invalidity or unenforceability of any particular term or condition of this Agreement will not affect the other terms and provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable term or provision has been omitted.

#### **VI. WAIVER**

The waiver by either party of any breach of any term, covenant or conditions of this Agreement will not be deemed a waiver of any other term, covenant or condition of this Agreement or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

#### **VII. AGREEMENT BINDING**

This Agreement shall be binding upon, and shall inure to the benefit of, Safety National and the Employer and their respective heirs, legal representatives, successors and assigns, including, but not limited to, any receiver, trustee or other fiduciary appointed in any federal or state insolvency proceeding or federal bankruptcy case.

#### **VIII. COMMISSION**

Any applicable commission shall be earned by the broker of record on only an annual basis as of the effective date of Excess Policy(ies).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above by their duly authorized representatives.

**SAFETY NATIONAL CASUALTY CORPORATION**

**ALAMEDA CONTRA COSTA TRANSIT DISTRICT**

By: \_\_\_\_\_  
(Signature of Officer or Authorized Representative)

By: \_\_\_\_\_  
(Signature of Officer or Authorized Representative)

\_\_\_\_\_  
(Name of Officer or Authorized Representative)

\_\_\_\_\_  
(Name of Officer or Authorized Representative)

\_\_\_\_\_  
(Title of Officer or Authorized Representative)

\_\_\_\_\_  
(Title of Officer or Authorized Representative)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



# Workplace Safety

**MAP**  
CLIENT SERVICES  
Management • Analysis • Prevention®



Risk control tools to help improve injury prevention and claim cost containment.

## MAP CLIENT SERVICES®

**F**rom simple slips, trips and falls to workplace violence, today's workers are exposed to a wide variety of safety risks. Safety National® understands the challenges that employers face to maintain a healthy workforce and has developed a suite of online risk control resources to help improve their risk management programs.

Collectively called MAP Client Services, these tools are provided on a complimentary basis to help improve program management, analysis and prevention efforts. Our clients can actively utilize them 24/7 to build and maintain a best practice culture to keep their employees safe and minimize their workers' compensation costs.

### MAP Client Services is comprised of:

**Management:** Several resources that offer a wealth of information and assistance to help your organization develop and maintain a successful safety and claim cost containment program.

**Analysis:** A variety of tools that provide the ability to measure, benchmark and analyze different aspects of your programs to clearly identify opportunities for improvement.

**Prevention:** A selection of assets to help improve your loss prevention and mitigation efforts – from educating employees about potential injury exposures, to helping build proficient post-injury protocol.

**Schedule a Demo:** Our service representatives would be happy to demonstrate the capabilities of any or all tools offered through MAP Client Services. Contact us to schedule your demo at [map@safetynational.com](mailto:map@safetynational.com) or 888-995-5300.



## THE RESOURCES

**Safety Essentials Online:** This online resource library provides customizable and downloadable training tools to help improve safety and health compliance, best practices, policies and written programs.

**Workers' Comp Kit®:** This resource puts best practices at your fingertips in a streamlined, online format. Users can assess current processes then apply systematic improvement and implementation tools to augment current programs. Also includes cost/savings calculators and a library of customizable reports, presentations, forms and checklists.

**Safety Training Source:** A rich media learning management system that allows users to build, assign and monitor a customized safety training curriculum. Over 150 courses are included, with select items available in Spanish.

**Distracted Driving:** This course is designed to train all employees that drive on the job. Through online simulation, employees will learn how to eliminate controllable distractions and how to make necessary adjustments for uncontrollable distractions.

**Office Ergonomic Solutions:** This online ergonomic assessment e-mails personalized recommendations and allows an organization to easily monitor changes in employees' risk of injury and comfort levels.

**Safety National Crisis Protection®:** A domestic crisis management and international extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation policyholders.



## Safety National

1832 Schuetz Road  
St. Louis, Missouri 63146

**Phone** 888.995.5300 (toll-free)  
314.995.5300

**E-mail** [info@safetynational.com](mailto:info@safetynational.com)  
**Web** [www.safetynational.com](http://www.safetynational.com)



TOKIO MARINE  
GROUP



# Medical Management Program



**S**afety National® provides supplemental services to help manage complicated claims towards the best possible outcome by ensuring injured workers receive the correct diagnosis and treatment.

## Benefits include:

- Early expert intervention on complex cases to help dramatically increase the chances of success. This includes higher level of functional recovery, reduced recovery times, avoidance of unnecessary treatments, less time out of work and less severity among cases.
- The ability to lower workers' compensation costs by reducing the risks and costs of inadequate treatment plans and unnecessary tests, procedures, prescription drugs and hospital stays.
- Predictive modeling to keep claims moving forward quickly and accurately and to identify problem claims early. Your team remains in full control of claims issues while gaining access to the world's best medical minds. Communication stays open. Claims stay on track.
- Peace of mind for employees, who can be confident they are getting the best possible care, improving satisfaction and reducing potential litigation.



## Services include:

### Catastrophic Claims Consulting

A catastrophic injury claims program that provides real-time guidance from top experts in trauma, rehabilitation and other specialties. This program helps to reduce errors and ensure that best practices are being followed to achieve the best possible clinical outcomes on the most-challenging and costly workers' compensation claims.

### Impartial Medical Review

A pro-active, consultative medical review for injured workers at high risk for adverse developments in their medical condition. Based on specific needs, the case will be assigned to an expert physician to review the current diagnosis and treatment plan to make sure the diagnosis and care plan is accurate.

### Long-Term Claims Evaluation

An independent scientific evaluation of complex, hard-to-resolve claims. This assessment helps to clarify the injured worker's clinical problems, identify appropriate medical solutions and then assist with implementation.

### Chronic Pain & Opioid Dependency Program

A program that addresses chronic pain cases and opioid dependency by combining pharmacy review, behavioral therapy and expert physician oversight to create integrated treatment plans that teach injured workers how to successfully manage pain without the use of narcotics.

For more information, contact our medical management team at **866-762-2559** or **MedMgmt@SafetyNational.com**.

# Distracted Driving Course

Online driver simulation training.



**MAP**  
CLIENT SERVICES

**D**istracted driving is a major cause of work-related vehicle accidents. This online driver simulation program provides targeted and convenient safe driving training for all fleet drivers, regardless of vehicle type. The course is SCORM compliant and designed to function independently with basic instructor participation in a brief 20-30 minute lesson.

## View a Demo:

Learn how you can apply the Distracted Driving Course to your driver safety training program. Contact us to schedule your demo at [map@safetynational.com](mailto:map@safetynational.com) or **888-995-5300**.



## The Distracted Driving Course plan teaches:

- The negative effects of looking away from the road for more than two seconds.
- Strategies for eliminating controllable distractions.
- How to make necessary adjustments for distractions that the driver cannot control.