

**CITY OF THIBODAUX**  
**COMPARISON OF 2025 - 2026 GENERAL LIABILITY INSURANCE PROPOSALS TO 2024 - 2025 POLICY**  
**POLICY YEAR FROM 07/01/25 THRU 07/01/26**  
**(Tax & Inspection Fees Included)**

2025 Budget Amount	\$	505,310	
2025 - 2026 Premium	\$	473,250	
Balance	\$	32,060	decrease in budget

	2024-2025		2025- 2026 RENEWAL
Insurance Agency Insurance Carrier	Riviere Insurance Agency American Alternative		Riviere Insurance Agency American Alternative
A.M. Best Rating	A+		A+
Standard & Poor's	AA-		AA-
Moody's	Aa3		Aa3
Fitch	AA-		AA-
Policy	Coverage	Premium	Premium
General Liability	\$1M/\$3M	116,321	116,548
Law Enforcement Liability	\$1M/\$3M	84,139	86,584
Sexual Abuse Liability	\$1M/\$3M	20,825	27,890
Employee Benefits Liability	\$1M/\$3M	3,624	2,789
Employment Practices Liability	\$2M/\$4M	30,801	28,994
Sexual Harassment Liability	\$2M/\$4M	7,699	7,249
Auto Liability	\$1M	175,991	203,196
<b>Total Premium</b>		<b>\$439,400</b>	<b>\$473,250</b>
<b>Increase / Decrease</b>			<b>\$33,850</b>
<b>Increase / Decrease</b>			<b>7.7%</b>


**CHANGE IN LAW ENFORCEMENT LIABILITY SIR FROM \$100,000 TO \$150,000**

# CITY OF THIBODAUX

## FINANCE DEPARTMENT

P. O. BOX 5418  
310 WEST 2<sup>nd</sup> STREET  
THIBODAUX, LOUISIANA 70302  
FAX: (985) 446-7242  
WEBSITE: [www.ci.thibodaux.la.us](http://www.ci.thibodaux.la.us)  
EMAIL: [financedir@ci.thibodaux.la.us](mailto:financedir@ci.thibodaux.la.us)

### INTEROFFICE MEMORANDUM

**TO:** MAYOR KEVIN CLEMENT  
**FROM:** JESSICA HEBERT, FINANCE DIRECTOR   
**SUBJECT:** 2025-2026 GENERAL LIABILITY INSURANCE RECOMMENDATION  
**DATE:** 05/20/2025

The City of Thibodaux requested a renewal quote for the 2025-2026 General Liability Insurance from Riviere Insurance Agency. The renewal received by the City is as follows:

#### General Liability Insurance Renewal Riviere Insurance Agency / American Alternative Insurance Corps

##### 2025-2026 Schedule of Coverage

Business Covered With Sub Limits and Sub Lines	Specific Limit	Annual Aggregate Limit	Self-Insured Retention	Coverage Trigger	Retroactive Date
Auto Liability	\$1,000,000		\$ 100,000	Accident	
General Liability * Law Enforcement Liability * Sexual Abuse Liability (Failure to Supply included) (Sewer Back Up included)	\$1,000,000	\$3,000,000	\$ 100,000 \$ 150,000 \$ 100,000	Occurrence Occurrence Claims Made	07/01/08
Employee Benefits Liability	\$ 1,000,000	\$ 3,000,000	\$ 100,000	Claims Made	06/01/96
Wrongful Acts * Employment Practices Liability * Sexual Harassment Liability	\$ 2,000,000	\$ 4,000,000	\$ 100,000 \$ 100,000 \$ 100,000	Claims Made Claims Made Claims Made	06/01/96 06/01/96 06/01/96

\* Sub-limits/Sublines are included and not in addition to the business covered above.

**American Alternative Premium Summary 7/01/2025 to 7/01/2026**

General Liability	\$ 116,548
Sexual Abuse Liability	\$ 27,890
Law Enforcement Liability	\$ 86,584
Employee Benefits Liability	\$ 2,789
Wrongful Acts	
Public Entity Employments Practices Liability	\$ 28,994
Sexual Harassment Liability	\$ 7,249
Auto Liability	\$ 203,196
<b>Total Premium</b>	<b>\$ 473,250</b>

Please see the attached spreadsheet for a comparative analysis of General Liability coverage and premium of the renewal. The total amount budgeted in 2025 for General Liability Insurance was \$505,310.

After review of the above information, the attached spreadsheet, and the policy forms, the recommendation being made to the City Council is for the City to accept the renewal from Riviere Insurance Agency/American Alternative Insurance Corps.

This item will need to be placed on the June 3, 2025 City Council agenda in order to bind coverage for July 1, 2025. The agenda deadline for this meeting is Tuesday, May 27, 2025 by 4:00 P.M.

# **Casualty Insurance Consultants, Inc.**

**14205 Sunrise Way  
St. Francisville, LA 70775**



## **AMERICAN ALTERNATIVE INSURANCE CORPORATION**

### **Municipalities – Quote City of Thibodaux**

**Issue Date: 05/14/2025**

Thank you for providing American Alternative Insurance Corporation the opportunity to present the City of Thibodaux with the attached renewal proposal.

#### **PREMIUM SUMMARY**

\$473,250 (excludes TRIPRA)

\$9,456 Additional TRIPRA Premium

#### **LAYER SUMMARY**

See Limits and Retention Table

For over 25 years, we have been providing public and nonprofit entity clients with alternative market insurance solutions to meet their specific needs. We understand the risk inherent in these operations, and we deliver a variety of products through a consultative approach.

We have highly skilled professionals who work with our clients to ensure they receive the support and services that meet their specific needs. We have experts in virtually all fields of underwriting, actuarial, and claims, as well as in many other supporting services, who take time to understand our clients' operations.

**My Community Workplace** - We continue to offer access to [Mycommunityworkplace.org](http://Mycommunityworkplace.org), a web-based platform designed specifically for public and nonprofit entities. The site offers management-level training, including sexual harassment prevention, discrimination prevention, and ethical behavior. Model policies and forms are provided as well as a daily article on vital workplace risk issues. [Mycommunityworkplace.org](http://Mycommunityworkplace.org) is dynamic and can be adapted to meet your organization's needs.

Our financial strength is recognized by the leading rating agencies. We hold some of the industry's strongest insurer financial strength ratings: A+ (Superior) from A.M. Best, AA- (Very Strong) from S&P, and AA- (Very Strong) from Fitch.

We appreciate the opportunity to count City of Thibodaux amongst our clients and are very happy to discuss in more detail the services and products we can provide to you in the future.

**CASUALTY INSURANCE CONSULTANTS, INC.**

**INSURED:** City of Thibodaux  
310 West 2nd St.  
Thibodaux, LA, 70302

**INSURER:** American Alternative Insurance Corporation

**SHARE:** 100%

**TERM:** Effective 07/01/25 12:01 AM, Local Standard Time  
and expiring 07/01/26 12:01 AM Local Standard Time

**LIMITS AND RETENTIONS:**

Business Covered / Sub-Limits / Sub-lines	Specific Limit	Annual Agg Limit	Underlying Retention	Coverage Trigger	Retroactive Date
Auto Liability	\$1,000,000		\$100,000	Accident	
General Liability	\$1,000,000	\$3,000,000	\$100,000	Occurrence	
*Law Enforcement Liability	\$1,000,000	Incl in GL	\$150,000	Occurrence	
*Sexual Abuse	\$1,000,000	Incl in GL	\$100,000	Claims-made	07/01/2008
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$100,000	Claims-made	06/01/1996
Wrongful Acts	\$2,000,000	\$4,000,000	\$100,000	Claims-made	06/01/1996
*Employment Practices Liability	\$2,000,000	Incl in WA	\$100,000	Claims-made	06/01/1996
*Sexual Harassment	\$2,000,000	Incl in WA	\$100,000	Claims-made	06/01/1996

*\*Sub-limits/Sub-lines are included and not in addition to the business covered above. General Liability also includes a sublimit of \$1,000,000 for Failure to Supply, applicable to Gas and Water Utilities.*

**LIMITS STRUCTURE:** Separate limits applicable to General Liability (including Law Enforcement and Sexual Abuse); Employment Practices Liability; Wrongful Acts (Including Employment Practices Liability and Sexual Harassment); and Auto Liability

**DEFENSE COST TREATMENT FOR INSURER LIMIT:** Defense cost inside the limit

**DEFENSE COST TREATMENT FOR INSURED RETENTION:** Defense cost inside the retention

**ANNUAL PREMIUM:** \$473,250 Annual Premium. 100% Minimum and Earned. Premium payable in quarterly installments of \$118,312.50 on the following dates: **07.01.25 / 10.01.25 / 01.01.26 / 04.01.26**

**CANCELLATION:** 90 Days Notice of Cancellation and Non-renewal  
20 days for Non-Payment of premium.

---

***14205 Sunrise Way  
St. Francisville, LA 70775***

**CASUALTY INSURANCE CONSULTANTS, INC.**

**POLICY FORM:**

Retained Limits Form

**Terrorism Coverage**

Additional Premium for Terrorism Risk Insurance Program Reauthorization Act of 2019 (TRIPRA) coverage is \$9,456. TRIPRA coverage is inclusive of all lines of business quoted except as outlined in the attached Policyholders Disclosure Notice of Terrorism Insurance coverage. TRIPRA coverage is not sub-limited nor annually aggregated, unless the line of business for which coverage is being provided is sub-limited or annually aggregated, in which case the TRIPRA coverage follows the same terms the line of business for which the TRIPRA coverage is being provided follows. TRIPRA coverage is not excluded from Aggregate Excess coverage, i.e., if TRIPRA coverage applies to the specific coverage for a given line of business, then TRIPRA coverage also applies to Aggregate Excess coverage for such given line of business.

If TRIPRA coverage is rejected, all lines of business included in the quote are applicable to the TRIPRA exclusion.

This quote is subject to the receipt of a signed and dated Terrorism Disclosure Notice (separately attached) prior to binding.

**RISK MANAGEMENT  
FUNDS**

In an effort to continue to support the meaningful Risk Management practices of City of Thibodaux, Munich Re America, Inc. has allocated \$2,500 from our Risk Management Fund to apply to an approved Risk Management Proposal. City of Thibodaux can submit their proposal to Munich Reinsurance America, Inc. for consideration. Once approved and performed by an outside vendor, Munich Reinsurance America, Inc. will make a direct payment to the vendor performing the service or for Risk management equipment purchased up to the allocated amount specified above.

**CLAIMS  
ADMINISTRATION:**

- A. The Insured and the Insurer have mutually agreed to F.A. Richard (Sedgwick) as Claim Administrator hereunder and it is understood and agreed that the Insured shall not make any changes in the Claims Administration without the prior written approval of the Insurer prior to the implementation of any such changes.
- B. The terms of paragraph A shall take precedence over any other agreement between the Insured and the Insurer regarding such Claims Administration.
- C. We may decide to audit the TPA during this policy year. If we do decide to audit we will provide at least 60 days of notice. Any and all recommendations by Munich Reinsurance America, Inc. Claims will be completed within 90 days of receiving written notice.

## **CASUALTY INSURANCE CONSULTANTS, INC.**

### **GENERAL CONDITIONS:**

#### **Sexual Abuse**

This quote is subject to the receipt and satisfactory review the Insured's written Sexual Abuse policies and procedures **prior to binding**. The Insurer's review of the information may result in recommendations to the Insured's policies and procedures.

#### **Dams and Levees**

This quote is subject to the receipt and satisfactory review of the following information for all dams and levees classified as Moderate or High Hazard **prior to binding**: High Hazard - Dams and levees Supplemental Application. - Inspection report completed within the last 36 months or within State regulation. - Copy of an Emergency Action Plan and Procedures. - Dams and levees within close proximity of a high hazard dam or levee to identify potential accumulation of exposures which may lead to multiple breaches in one event. - Dams under construction or planned during the contract period, including: estimated start date, estimated completion date, copies of any interim inspections, and estimated operational date.

Moderate Hazard - Verification that all dams and levees are in good condition with no indications of immediate dam failure.

The Insurer's review of the information may result in recommendations to address deficiencies pertaining to the dams or levees.

#### **Forms required at binding:**

Louisiana De-Regulation  
TRIPRA Acceptance of Rejection

#### **Uninsured and Underinsured Motorist (UM/UIM) Coverage**

UM/UIM coverages are not provided in this quote. However, at the Insured's request these coverages can be added for an additional premium. Please advise if these coverages are requested or if the insured wishes to reject. Signed form no longer required in Louisiana.

#### **Financial Responsibility Requirements**

When an entity is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, there are various ways the entity can meet the proof of insurance requirements. In some states, the DMV (Department of Motor Vehicles) issues an Automobile ID card to the self-insurer showing the self-insurer as the carrier and their assigned

**CASUALTY INSURANCE CONSULTANTS, INC.**

self-insurance number as the policy number. In others, the self-insurer receives a memorandum of self-insurance that is carried in the entity's vehicles as proof of insurance. Therefore, the excess insurance carrier providing insurance above the Financial Responsibility requirements should not be evidenced on the Automobile ID card. All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements should not issue Automobile ID cards identifying the excess insurance carrier. An entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, including one that is exempt from Financial Responsibility requirements, needs to contact its Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

**ADDITIONAL  
INFORMATION:**

**CLAIMS**

Please advise our Claims Department of any claims occurring during the policy period. Notices should be sent via mail or email to the following address:

American Alternative Insurance Corporation  
555 College Road East  
Princeton, NJ 08543  
Phone: 609-243-4200  
Fax: 609-243-4558  
clmsins@munichreamerica.com



**CASUALTY INSURANCE CONSULTANTS, INC.**

**FORMS AND  
ENDORSEMENTS:**

RL 1000 AU Automobile Liability Coverage Part  
RL 1000 CDEC Retained Limit Policy - Common Policy Declarations  
RL 1000 GLOC General Liability Coverage Part - OCC  
RL 1000 LC Liability Claim Administration, Exclusions, Conditions and Definitions  
RL 1000 LDEC Retained Limit Policy - Liability Coverage Parts Declarations  
RL 1000 PC Retained Limits Policy Conditions  
RL 1000 S Schedule of Forms and Endorsements  
RL 1000 WRCM Wrongful Acts Liability Coverage Part - CM  
RL 2028 Ultimate Net Loss Amendment  
RL 2032A Retained Limit Policy Changes -Employee Indemnification and Employer's Liability Exclusion Deleted (Fellow Employee Amendment)  
RL 2032B Retained Limit Policy Changes- Premium Installments  
RL 2032C Retained Limit Policy Changes- Employee Benefits Liability  
RL 2046 Punitive or Exemplary Damages Amendment  
RL 2049 Pesticide or Herbicide Application Coverage  
RL 2054 Outside Boards or Commission - WA and MP (Claims Made)  
RL 2057 Failure to Supply  
RL 2063 Additional Insured - Lessor Automobiles -Enterprise FM Trust (confirm if still needed)  
RL 2064 Additional Insured - Lessor of Leased Equipment-TCF National Bank (confirm if still needed)  
RL 2066 Additional Insured - Special Activity(ies) or Operations- The American National Red Cross (confirm if still needed)  
RL 2067 Minimum Premium  
RL 2081 Tax Collection Amendment  
RL 2092 Sexual Abuse Claims Made General Liability  
RL 2180 Cancellation Condition Amendment  
RL 2192 Law Enforcement Endorsement - GL and AL  
RL VLTERRO1 Cap on Losses from Certified Acts of Terrorism (if terrorism coverage is accepted)  
VL ES 21 01 Violation of Economic or Trade Sanctions  
IL P 001 01 04 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")  
Advisory Notice to Policy Holders

**Exclusions (in addition to those contained in agreed policy form)**

RL 2034 Mold/Fungal Pathogens Exclusion  
RL 2090 Silica and Silica-Related Dust Exclusion  
RL 2178 Communicable Disease Exclusion - Specified Operation or Location-Jail Operations  
RL 2193 PFAS Exclusion  
RL 2203 Exclusion of Certified Acts of Terrorism, Terrorist Activity and Other Acts of Terrorism (if terrorism coverage is rejected)

*Disclaimer: This quotation represents the Insurer's proposed terms and conditions, which may not include all of the requested terms and conditions. This quotation document is intended to show evidence that the insurance as described above has been offered and shall be subject to all terms and conditions of the policy which shall be issued and that, in the event of any inconsistency herewith, the terms and conditions of such policy shall prevail.*

**Named Insured: City of Thibodaux**

**Policy No.: N1-A2-RL-0000025-13    Effective Date: 07/01/2025**

**Insurance Company: American Alternative Insurance Corporation**

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

\_\_\_\_\_ I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of **\$9,456**.

\_\_\_\_\_ I hereby elect to have the exclusion for terrorism coverage attached to my policy. I understand that an exclusion will be attached to my policy and I will have no coverage for losses resulting from certified acts of terrorism.

**In the event you accept our binder of coverage but do not return this signed selection/rejection form, we will assume that you have accepted the terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, if your premium payment includes the prospective premium for terrorism coverage shown above. If your premium payment does not include the amount shown for terrorism coverage, we will assume that you have rejected such coverage, an exclusion will be attached to your policy, and you will have no coverage for losses resulting from certified acts of terrorism.**

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### **TERRORISM RISK INSURANCE ACT**

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2027.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. Occurs within the United States; or
  2. Occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act or acts that are certified by the Secretary of Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:
1. To be an act of terrorism;
  2. To be a violent act or an act that is dangerous to:
    - a. Human life;
    - b. Property; or
    - c. Infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of:
    - a. An air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
    - b. The premises of a United States mission; and
  4. To have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states “no act shall be certified by the Secretary as an act of terrorism if:
1. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  2. Property and casualty insurance losses resulting from the acts, in the aggregate, do not exceed \$5,000,000.”
- D. The Act also contains a “program trigger” in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or “trigger.” For insured losses occurring in 2008 and for all additional calendar years, the program trigger is \$100,000,000 through 2015, \$120,000,000 beginning on January 1, 2016, \$140,000,000 beginning on January 1, 2017, \$160,000,000 beginning on January 1, 2018, \$180,000,000 beginning on January 1, 2019, \$200,000,000 beginning on January 1, 2020, of aggregate industry insured losses.
- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for calendar years through December 31, 2027, the federal government will reimburse the insurance company for 80% beginning on January 1, 2020 of its insured losses in excess of a deductible, until aggregate “insured losses” in any calendar year exceed \$100 billion. Each insurer's deductible will be 20% of its *direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement)*, over the immediately preceding calendar year.
- For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.
- Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of “insured losses” under the Act that exceeds \$100 billion in the aggregate during any calendar year.



American Alternative Insurance Corporation

## Louisiana Certification of Exempt Commercial Policyholder Status Pursuant to Regulation 72

The undersigned City of Thibodaux, (the Insured) certifies to American Alternative Insurance Corporation (the Insurer) that the Insured meets the criteria below and is an Exempt Commercial Policyholder under Louisiana Law. The Insurer may issue a commercial risk insurance policy to an Exempt Commercial Policyholder without filing the policy form with the Louisiana Department of Insurance and the Insured by signing below certifies that it has the necessary expertise to negotiate its own policy language. The policy must still comply with Louisiana law, and complaints or questions about compliance may be directed to the Louisiana Department of Insurance (1-800-259-5300).

In order to be an Exempt Commercial Policyholder, the Insured must:

1. Execute this Certification Form and return it to the Insurer.
2. Acquire the insurance policy through an insurance agent licensed in Louisiana.
3. Meet the following requirements:
  - Have and maintain aggregate annual commercial risk insurance premiums, excluding workers' compensation and employer's liability and professional liability insurance premiums, of more than two hundred thousand (\$200,000) dollars in the preceding fiscal year. In determining whether this threshold has been met, premiums paid to one or more insurers are to be added together to reach the total aggregate.
  - At the time the policy is issued the policyholder must have (a) if a single company not less than fifty (50) employees; (b) if a member of an affiliated group not less than one hundred (100) employees collectively; (c) if a municipality a population of not less than fifty thousand (50,000); and, (d) if a public entity an operating budget of not less than twenty million (\$20,000,000) dollars for the most recently completed calendar or fiscal year whichever applies.

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

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Risk Manager: \_\_\_\_\_