

## Application for Ambulance Certification

**Fee Must Accompany Application.**

The license period is from January 1 to December 31.

\$1,100.00 - New Applicants and Renewals

**Make check payable to the City of Milwaukee Fire Department**

Check(✓) one: ☐ Individual  
☐ Partnership  
☒ Corporation

**1. NAME OF APPLICANT** (If individual): \_\_\_\_\_

Business Name: Curtis Universal Ambulance, Inc

Phone: 414-276-7711

Business Address: 2266 N. Prospect Ave. Ste 440

City: Milwaukee

State: WI

Zip: 53202

Have any people on this application been convicted of violating any federal or state laws, or local ordinances? ☐ Yes ☐ No

If 'yes', name of person(s), date, charge, and penalty: \_\_\_\_\_

Mailing Address: PO Box 2007 Milwaukee, WI 53201-2007

**2. PARTNERSHIP** (If applicable):

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**3. NAME OF CORPORATION** Curtis-Universal, Inc.

Address: 2266 N. Prospect Ave. Ste 440 Milwaukee, WI 53202

Date and Place of Incorporation: October 17th, 1969 - Wisconsin

President: James G. Baker, Jr.

Home Address: W310N8370 Kilbourne Rd.

City: Hartland

State: WI

Zip: 53029

Phone: 262-966-1853

Date of Birth: 12/17/1955

Vice President: James G. Baker, Jr.

Home Address: Same as above.

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

*continued on other side*

Secretary: Debra Baker

Home Address: 203 Glenowen Dr

City: Hartland

State: WI

Zip: 53029

Phone \_\_\_\_\_

Date of Birth \_\_\_\_\_

Treasurer: James G. Baker, Jr.

Home Address: W310N8370 Kilbourne Rd

City: Hartland

State: WI

Zip: 53029

Agent: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

#### 4. OTHER REQUIREMENTS:

Do you have on file with the Fire Department, a valid and current certificate of insurance for this license period?

☒ Yes ☐ No

Do you have a valid State of Wisconsin Inspection Certificate?

☒ Yes ☐ No

Do you participate in the Emergency Medical Services System?

☒ Yes ☐ No

If yes, list service area number: 3

Do you wish to participate in the Emergency Medical Services System?

☒ Yes ☐ No

Total number of vehicles in service: 20

Please attach a separate page listing all vehicles including city assigned number, and description (year, make and vin number).

5. The undersigned agrees to inform the Milwaukee Fire Department within ten days of any substantial changes in the information supplied in this application. The undersigned shall not willfully refuse to provide those services offered under this license, permit, or franchise, or refuse to employ, or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry; and not seek such information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion on the basis of such information.
6. The undersigned understand that this application does not entitle the applicants to a license and that the granting of licenses is solely in the discretion of the Common Council.
7. I have a knowledge of the City Ordinances currently regulating the license applied for herein, and being duly sworn under oath, depose and say that i am the person named above and that all statements made in the foregoing application are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Individual/Corporate President/Partner: \_\_\_\_\_

Additional Partner/Corporate Vice President: \_\_\_\_\_

Notary Public, State of Wisconsin: \_\_\_\_\_

My commission expires: 1/12/26

Corporate Secretary: Debra Baker

Corporate Treasurer: James G Baker Jr

NICK JOHNSON  
Notary Public  
State of Wisconsin

Do Not Write Below This Line

Clerk

License#

New

Renewal

Date Filled

Date Granted

Curtis-Universal, Inc.

Vehicle List

Primary

310	2007	G3500	1GBJG316971248731
313	2009	G4500	1GBKG316791154399
315	2012	G3500	1GB3G2CL8C1152878
316	2010	G3500	1GB6G2B66A1133123
317	2009	G4500	1GBKG316491153954
318	2015	G4500	1GB6G5CL6F1117422
319	2007	G4500	1GBJG316471252928
320	2010	E-450	1FDWE3FP1ADA28025
327	2006	E-450	1FDXE45P16HB00613
355	2010	E-350	1FDSS3EP3ADA32411
383	1999	E-450	1FDXE40FOXHA17738
387	2008	E-450	1FDXE45PX8DB19901
388	2005	E-450	1FDXE45P75HA30680

Secondary

5440	2006	E-450	1FDXE45P26HA37389
5441	2010	E-450	1FDXE4FP3ADA20969
5442	2008	E-450	1FDXE45P78DA35549
5443	2009	E-450	1FDXE45P29DA89942
5446	2007	C-450	1GBJG316871252799
5448	2000	E-450	1FDXE45F2YHA12485
5449	2005	E-450	1FDE45P95HA58965



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53146	<b>CONTACT NAME:</b> Carol Gau <b>PHONE (A/C, No, Ext):</b> 262 796-8829 <b>E-MAIL ADDRESS:</b> carol.gau@marshmma.com <b>FAX (A/C, No):</b> 262 785-9753
<b>INSURED</b> Curtis-Universal Ambulance Inc. P.O. Box 2007 2266 N. Prospect Ave., Suite 440 Milwaukee WI 53202	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Wisconsin Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 29157

**COVERAGES****CERTIFICATE NUMBER:** 1226646429**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	WCP100039227	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Medix Ambulance is a division of Curtis-Universal Ambulance, Inc.

**CERTIFICATE HOLDER****CANCELLATION**

City of Milwaukee Fire Department 711 W Wells St Milwaukee WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Scott Nage</i>
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8/30/2022

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<b>PRODUCER</b> Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53146	<b>CONTACT NAME:</b> Carol Gau		
	<b>PHONE</b> (A/C, No, Ext): 262 796-8829	<b>FAX</b> (A/C, No): 262 785-9753	
	<b>E-MAIL ADDRESS:</b> carol.gau@marshmma.com		
<b>INSURED</b> Curtis-Universal Ambulance Inc. P.O. Box 2007 2266 N. Prospect Ave., Suite 440 Milwaukee WI 53202	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : United Wisconsin Insurance Company		29157
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1239125073**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	WCP100039227	8/1/2022	8/1/2023	X PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Medix Ambulance is a division of Curtis-Universal Ambulance, Inc.

**CERTIFICATE HOLDER****CANCELLATION**

City of Milwaukee; Department of Health 841 N. Broadway, 3rd Floor Milwaukee WI 53202-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Scott Nage</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

**AFFIDAVIT OF NO INTEREST**

STATE OF WISCONSIN)

MILWAUKEE COUNTY)

Matthew J Cruise, being first duly sworn on oath, deposes and says that he/she is the agent of All Risks Ltd in connection with National Indemnity Company, the insurer on the attached certificate of insurance issued to Curtis Universal Ambulance Inc (the insured).

Affiant further deposes and says that no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance or bond.

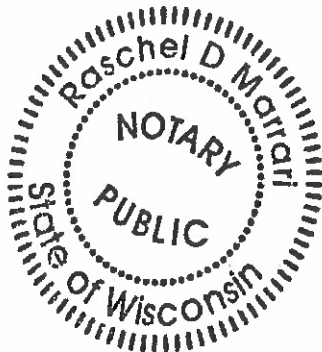
Matthew J Cruise  
Signature of Agent

Subscribed and Sworn to before me

This 11<sup>th</sup> day of February, 2022

Roschel D. Marrari  
Notary Public, Milwaukee County, Wisconsin

My commission expires 05/21/24



**AFFIDAVIT OF NO INTEREST**

STATE OF WISCONSIN)

)

MILWAUKEE COUNTY)

Matthew J Cruise, being first duly sworn on oath, deposes and says that he/she is the agent of R-T Specialty LLC in connection with Coverys Specialty Insurance Company, the insurer on the attached certificate of insurance issued to Curtis Universal Ambulance Inc (the insured).

Affiant further deposes and says that no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance or bond.

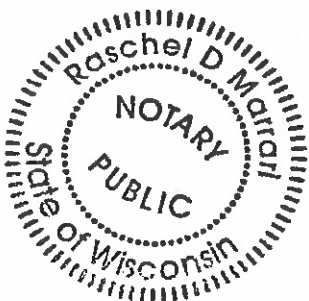
Matthew J Cruise  
Signature of Agent

Subscribed and Sworn to before me

This 11th day of February, 2022

Raschel D. Marrari  
Notary Public, Milwaukee County, Wisconsin

My commission expires 05/21/24





CURTUNI-01

RMARRARI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2022

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<b>PRODUCER</b> Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	<b>CONTACT NAME:</b> Raschel Marrari	
	<b>PHONE (A/C, No, Ext):</b> (414) 221-0332 1332	<b>FAX (A/C, No):</b> (262) 717-9436
	<b>E-MAIL ADDRESS:</b> rmarrari@robertsonryan.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Coverys Specialty Insurance Company	
<b>INSURED</b>  Curtis Universal Ambulance Inc PO Box 2007 Milwaukee, WI 53201	<b>INSURER B:</b> National Indemnity Company	<b>20087</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		005WI000024906	1/10/2022	1/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HNAO Auto Liab \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			70APB004424	1/10/2022	1/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			005WI000024906	1/10/2022	1/10/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>			005WI000024906	1/10/2022	1/10/2023	\$1M/\$3M Limit-\$0 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Milwaukee Fire Dept is listed as additional insured in regards to the General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Milwaukee Fire Dept 711 W Wells Street Milwaukee, WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





CURTUNI-01

RMARRARI

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	INSURER A: Coverys Specialty Insurance Company		
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	INSURER C:		
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A	Professional Liab			005WI000024906	1/10/2022	1/10/2023	\$1M/\$3M Limit-\$0 Ded

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City of Milwaukee  
711 W Wells Street  
Milwaukee, WI 53233

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or

**d. Nonpayment of premium.**

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

**B. The following is added to the Cancellation Common Policy Condition:**

**7. Anniversary Cancellation**

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

**C. The following applies to the:**

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Crime And Fidelity Coverage Part

Equipment Breakdown Coverage Part

Farm Coverage Part

**1. We may rescind this policy because of the following:**

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

**2. We may not rescind this policy:**

- a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

**3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.**

**D. The following are added and supersede any other provisions to the contrary:**

**1. Nonrenewal**

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy;
- (4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

**2. Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

### **3. Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

### **E. Special Provision – Cancellation And Nonrenewal**

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

## COMMON POLICY TERMS

The following terms, exclusions, definitions and conditions apply to all of the Coverage Parts included in the POLICY except where specifically stated otherwise. These terms, exclusions, definitions and conditions apply in addition to the specific terms, exclusions, definitions and conditions stated in each Coverage Part. Various terms, exclusions, definitions and conditions in this POLICY restrict coverage.

Throughout these Common Policy Terms, the words YOU and YOUR refer to the INSURED as defined in the Coverage Parts included in this POLICY. The words WE, US, and OUR refer to the insurer named on the DECLARATIONS or an affiliated Coverys company. Capitalized words and phrases have special meaning as defined in these Common Policy terms and in the Coverage Parts included in the POLICY.

Read the entire policy carefully to determine YOUR rights and duties.

### Section I. Defense, Settlement and Claim Expenses

In addition to the provisions stated in Section IV. Defense, Settlement and Claim Expenses of the applicable Coverage Part, the following provisions apply:

- A. By accepting this POLICY or any benefits under this POLICY including the payment of any CLAIM EXPENSES on the INSURED'S behalf, the NAMED INSURED agrees that in the event it is determined that WE were not obligated under this POLICY to pay any such CLAIM EXPENSES, the NAMED INSURED shall be obligated to reimburse US for all such CLAIM EXPENSES. Such reimbursement must be made within thirty (30) days after WE send the NAMED INSURED a written demand for reimbursement. A failure to make such reimbursement shall be grounds for cancellation of this POLICY and any other policy issued by US to the NAMED INSURED. Such cancellation shall be in accordance with the terms of this POLICY, or such other policy, if applicable. If any such CLAIM EXPENSES were paid in connection with a CLAIM against more than one INSURED, the NAMED INSURED shall be required to pay a pro rata portion of the total CLAIM EXPENSES for each INSURED for whom there was no duty to pay CLAIM EXPENSES based upon the number of INSUREDS on whose behalf CLAIM EXPENSES were paid.
- B. WE shall not be obligated to pay any DAMAGES or CLAIM EXPENSES, to defend or to continue to defend any SUIT, including an appeal from any judgment entered against an INSURED, after the applicable Limit of Liability of this POLICY has been exhausted by the payment of settlements or judgments, even if the payment is not sufficient to satisfy the full amount of any such settlement or judgment.
- C. In the event that OUR duty to defend any pending SUIT, including any duty to appeal from any judgment against YOU, terminates because the applicable Limit of Liability of this POLICY has been exhausted, WE will provide YOU with thirty (30) days' notice before withdrawing from or ending OUR participation in or OUR funding of YOUR defense.
- D. No INSURED shall incur any CLAIM EXPENSES or make any settlements or assume any obligation without OUR prior written consent.

### Section II. Exclusions

This POLICY does not apply to any liability of an INSURED or to any DAMAGES, INCIDENT, OFFENSE, INJURY, medical expense, act, error, omission, CLAIM, SUIT, or LICENSING BOARD PROCEEDING:

- A. **Access or Disclosure of Confidential or Personal Information and Data-Related Liability**
  - a. INJURY arising out of any actual or potential access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade

CLAIMS or circumstances that may give rise to a CLAIM, the giving or receiving of notice of cancellation or non-renewal, invoices for premiums, receiving unearned premium or dividends, agreeing to any changes in this POLICY and, unless otherwise expressly stated in a Coverage Part, exercising or declining the right to purchase an EXTENDED REPORTING PERIOD.

- D. **Bankruptcy or Insolvency.** Bankruptcy or insolvency of any INSURED or the INSURED'S estate will not relieve US of any obligations under this POLICY with respect to that INSURED.
- E. **Cancellation or Non-Renewal.** The FIRST NAMED INSURED may cancel this POLICY by returning it to US or by giving US advance written notice of when the cancellation is to take effect. WE may cancel or non-renew this POLICY by mailing to the FIRST NAMED INSURED at the FIRST NAMED INSURED'S last address as known by US, at least thirty (30) days advance notice of OUR intent to cancel or non-renew unless such cancellation is for non-payment of premium.

In the event any NAMED INSURED fails to pay any premium or reimburse any deductible or expense amounts owed to US, WE may cancel this POLICY by mailing notice to the FIRST NAMED INSURED at least ten (10) days in advance of the effective date of the cancellation. Proof of mailing will constitute proof of notice for purposes of this provision.

The effective date and hour of cancellation stated in the notice or the time of surrender of the POLICY will become the end of the POLICY PERIOD.

If this POLICY is cancelled, the FIRST NAMED INSURED may be entitled to a premium refund. However, WE are not required to make or offer any refund for any cancellation to be effective. If the FIRST NAMED INSURED cancels, the FIRST NAMED INSURED shall be responsible for payment of any earned premium calculated on a pro rata basis based on the period the POLICY was in effect plus 10% of the unearned premium for the original POLICY PERIOD stated in the DECLARATIONS. If the FIRST NAMED INSURED is due a refund the refund will be equal to any unearned premium calculated on a pro rata basis based on the period the POLICY was in effect, less 10% of any unearned premium for the original POLICY PERIOD stated in the DECLARATIONS. If WE cancel, WE will refund any unearned premium for the original POLICY PERIOD stated in the DECLARATIONS calculated on a pro rata basis.

Bankruptcy or insolvency of any NAMED INSURED will not preclude US from asserting OUR right to cancel or non-renew this POLICY.

- F. **Changes.** Notice to or knowledge of any agent or other person acting on OUR behalf will not effect a waiver or change to any terms or conditions of this POLICY or estop US from asserting any right under the terms and conditions of this POLICY. The terms and conditions of this POLICY can be waived or changed only by written endorsement signed by US.
- G. **Consent to Settle.** With respect to the Entity Medical Professional Liability Coverage Part or Provider Medical Professional Liability Coverage Part, if attached to this POLICY, WE will not settle any CLAIM or SUIT against YOU without the NAMED INSURED'S written consent to settle. Such consent will be deemed to have been given if the NAMED INSURED does not notify US in writing of intent to withhold consent within thirty (30) days after WE send the NAMED INSURED written notice that WE recommend settlement. Such notice shall be deemed sufficient if mailed to the NAMED INSURED'S address listed on the DECLARATIONS unless the NAMED INSURED has previously notified US in writing of a change in address. OUR notice will be deemed given on the date of mailing to such address.

If the NAMED INSURED consents to settlement or is deemed to have consented, then WE may settle the CLAIM or SUIT for such amount, up to the applicable Limit of Liability, and on such terms as WE, in OUR sole judgment, determine.

WE shall not be obligated to obtain consent to settle any CLAIM or SUIT against any INSURED:

1. After a jury verdict, judgment or any other ruling by a court or arbitrator establishing that INSURED'S liability regardless of whether such verdict, judgment or ruling is subject to appeal or further judicial review;
2. Arising out of any allegation of the actual or threatened sexual abuse of or any sexual misconduct



# CASHIER'S CHECK - CUSTOMER COPY

2007085124

DATE: 09/30/22

PAY One Thousand One Hundred and 00/100ths Dollars

\*\*\*\$1,100.00

TO THE ORDER OF CITY OF MILWAUKEE FIRE DEPARTMENT

NON-NEGOTIABLE

REMITTER: CURTIS UNIVERSAL INC

THIS DOCUMENT CONTAINS SECURITY FEATURES INCLUDING THERMOCHROMIC INK, ARTIFICIAL WATERMARK, DETAILS ON BACK.  
IF YOU DO NOT SEE THESE SECURITY FEATURES, DO NOT CASH THE CHECK.

**CASHIER'S CHECK**

2007085124

79-57  
759

DATE: 09/30/22

\*\*\*\$1,100.00

PAY One Thousand One Hundred and 00/100ths Dollars

TO THE ORDER OF CITY OF MILWAUKEE FIRE DEPARTMENT

REMITTER: CURTIS UNIVERSAL INC

*Andrew J. Harmering*  
AUTHORIZED SIGNATURE

SAVED SAFELY WITH PAPER PROTECTION

RETURN (UW 147)

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