

**City of Sweeny**  
**Wind/Hail 2023-2024**

<b>2023</b>	
Total Insurable Value:	\$ 11,474,001.00
Total limits insured	\$ 8,027,003.00
Deductible TWIA	5% per item
Deductible Open Market-named storm	5% per item-min \$100K
Deductible Open Market-all other wind	1% per item-min. \$50K
<b>Total Cost:</b>	<b>\$ 184,466.82</b>

<b>2024</b>	
<b>Option 1-AmRisc Carriers &amp; TWIA</b>	
Total Insurable Value:	\$ 11,474,001.00
Total limits insured	\$ 11,474,001.00
Deductible TWIA	1% per item
Deductible Open Market	3% per item-min \$5K
<b>Total Cost:</b>	<b>\$ 178,141.72</b>

<b>2024</b>	
<b>Option 2-Expiring Carrier RLI &amp; TWIA</b>	
Total Insurable Value:	\$ 11,634,100.00
Total limits insured	\$ 11,634,100.00
Deductible TWIA	1% per item
Deductible Open Market-named storm	5% per item-min \$100K
Deductible Open Market-all other wind	1% per item-min. \$50K
<b>Total Cost:</b>	<b>\$ 193,623.47</b>



City of Sweeney  
Windstorm Renewal Options  
Open Market Effective -05/09/2024  
TWIA Effective -06/01/2024

Option 1	Carrier	Deductible	Limit	Annual Cost
Combined Carriers	Waypoint/AmRisc Carriers	5% Per Location, subject to \$250,000 Minimum Per Occurrence – Named Wind	\$8,446,998	\$128,715.77
	BHI-Deductible Buy Down	3% Per Location, subject to \$5,000 Minimum Per Occurrence – Named Wind		\$14,498.95
	Texas Windstorm Insurance Association (TWIA)*	1% per item, per occurrence	\$ 3,027,003.00	\$34,927.00
			<b>\$11,474,001</b>	<b>\$178,141.72</b>

Option 2	Carrier	Deductible	Limit	Annual Cost
Combined Carriers	RLI	5% Per Location, subject to \$100,000 Minimum Per Occurrence – Named Storm 1% Per Location; All other Wind/Hail-subject to \$50,000 Minimum Per Occurrence –	\$8,607,097	\$158,696.47
	Texas Windstorm Insurance Association (TWIA)*	1% per item, per occurrence	\$ 3,027,003.00	\$34,927.00
			<b>\$11,634,100</b>	<b>\$193,623.47</b>

\* WPI8 is required for any major renovation or re-roof after 1988. We will pull all the WPI8s, and advise if any are missing.

\*Quote subject to TWIA inspection'

\* Premium is due to TWIA before effective date. City does have payment options with TWIA.

Option #: \_\_\_\_\_

Sign: \_\_\_\_\_

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

# City of Sweeny

May 10, 2024-May 10,2025

Sign: \_\_\_\_\_

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

## AmRisc/Waypoint Wind/Hail Locations & Values

ID	Building Description	Address Line	City	Zip	Year Bldg	# of Stor	Building Va	Contents Va	Business Va	Total Value	Fire Cl Area
4	City Hall w/(2) Flag Poles	102 W Ashley-Wilson Rd	Sweeny	77480-1202	1986	1	\$759,375	\$50,000		\$809,375	1 3020
5	Volunteer Fire Station/Generator	210 N Pecan St	Sweeny	77480-3022	1970	1	\$1,139,063	\$75,000		\$1,214,063	3 5950
6	Library/Civic Center/(2) Flag Poles	205 W Ashley-Wilson Rd	Sweeny	77480-1023	1983	1	\$1,892,747	\$50,000		\$1,942,747	3 10400
8	Water Plant	201 N Peach St	Sweeny	77480-3017	1964	1	\$182,250	\$75,000		\$257,250	4 790
11	Public Works Building	201 W 2nd St	Sweeny	77480-0000	1950	1	\$267,300	\$15,000		\$282,300	1 2359
12	Wastewater Treatment Plant	2309 Ave A	Sweeny	77480-0000	1995	0	\$1,967,587	\$10,000		\$1,977,587	7 0
19	Office/Chlorine Bldg w/180kw Generator	2309 Ave A	Sweeny	77480-0000	1993	1	\$175,148	\$1,000		\$176,148	4 1216
21	Seniors Bldg	205 N Oak	Sweeny	77480-0000	2006	1	\$349,215	\$15,000		\$364,215	3 1763
22	Police Station	123 N Oak	Sweeny	77480-3011	1970	1	\$560,000	\$90,000		\$650,000	4 2800
23	Parking Shelter-Remove 05/10/2024	102 W Ashley-Wilson Rd	Sweeny	77480-0000	1986	1	\$0	\$0		\$0	3 1080
25	Fire Training Building	1507 A CR 372	Sweeny	77480-2916	2014	1	\$658,125	\$50,000		\$708,125	1 3880
	Business Income								\$25,000	\$25,000	
	Extra Expense								\$25,000	\$25,000	
							\$7,950,810	\$431,000	\$50,000	\$8,431,810	

**City of Sweeny**  
**Effective June 1, 2024-June 1, 2025**

Sign: \_\_\_\_\_

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

**TWIA Locations**

ID	Building Description	Address Line	City	Zip	Year Built	Building Values	Contents Value	Total Value
9	400k gal Ground Water Tank	201 Peach St	Sweeny	77480-3017	1978	\$ 279,215	\$0	\$ 279,215
10	400k gal Ground Water Tank	200 Sycamore St	Sweeny	77480-2916	1978	\$ 279,215	\$0	\$ 279,215
13	200k gal Elevated Water Tank	800 N Hackberry St	Sweeny	77480-0000	1978	\$ 1,199,221	\$0	\$ 1,199,221
14	75k gal Elevated Water Tank w/Tower	200 N Peach St	Sweeny	77480-3018	1947	\$ 727,087	\$0	\$ 727,087
15	Water Well #1	201 Peach St	Sweeny	77480-3017	1978	\$ 64,911	\$0	\$ 64,911
16	Water Well #5	200 Sycamore St	Sweeny	77480-0000	1978	\$ 192,655	\$0	\$ 192,655
17	Water Well #3 (Entire Well)	301 Martin Luther King Blvd	Sweeny	77480-0000	1978	\$ 219,788	\$0	\$ 219,788
18	Water Well #4	109 S Travis	Sweeny	77480-2921	1978	\$ 64,911	\$0	\$ 64,911
								<b>\$ 3,027,003</b>
							<b>Total Cost at 1% deductible</b>	<b>\$ 34,927</b>

Apr 17, 2024

[REDACTED]  
Victor Insurance Managers Inc.  
[REDACTED]Re: City of Sweeny, [REDACTED]  
Proposed Effective 5/9/2024 to 5/9/2025

Dear Heena:

We are pleased to confirm the attached quotation being offered with Lloyd's of London. This carrier is Non-Admitted in the state of TX. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	\$115,500.00
Policy Fee	\$750.00
MGA Fee	\$2,310.00
Inspection Fee	\$3,000.00
Broker Fee	\$1,155.00
Surplus Lines Tax	\$5,951.68
Stamping Office Fee	\$49.09
<b>Grand Total:</b>	<b>\$128,715.77</b>

**Option to Elect Terrorism Coverage**

TRIPRA Premium: APPLIES \$11,550.00  
Additional Taxes: \$564.79  
Total Including TRIA(if elected) \$140,830.56

Broker Fees &amp; Policy Fees are Fully Earned at Binding

If Non Admitted the following applies:

Texas Tax Filings are the responsibility of: ( ) Your Agency (X) CRC

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License [REDACTED]

Address: [REDACTED]

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Sincerely,

Purdy Team  
12194860

## **Texas Complaints Notice**

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **AmRisc, LLC**

To get information or file a complaint with your insurance company or HMO:

**Call: Complaints Department at 252-247-8760**

**Toll-free: 877-284-4900**

Online: [www.AmRISC.com](http://www.AmRISC.com)

Email: [Complaints@AmRISC.com](mailto:Complaints@AmRISC.com)

Mail: AmRISC, LLC

Complaints Department

1700 City Plaza Drive, Suite 200

Spring, TX 77389

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

1 August 2023

## TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

LMA9079  
September 1, 2013

**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**Quote Id:** [REDACTED]  
**Date/Time:** 4/15/2024 08:43 AM  
**Term:** 5/9/2024 - 5/9/2025  
**Valid Until:** 5/2/2024



## Quote

**To:** [REDACTED]  
CRC Group Houston TX  
[REDACTED]

**From:** [REDACTED]  
Waypoint Wholesale, an AmRisc  
Company

**Named Insured:** City of Sweeny

**Effective Date:** 5/9/2024

**Expiration Date:** 5/9/2025

**Mailing Address:** 102 W Ashley-Wilson Road  
Sweeny, TX 77480

**Valid until:** 5/2/2024

### IF THIS ACCOUNT INCEPTS DURING HURRICANE SEASON, THIS QUOTE EXPIRES ON 5/2/2024

This Quote is based on the coverage, terms and conditions listed herein, which may be different from those requested in your original submission or shown in your produced binder. It is incumbent upon you to review the terms of this Quote carefully with your insured and reconcile any differences in the terms requested in your original submission or shown in your produced binder. AmRisc, LLC disclaims any responsibility for your failure to reconcile with the insured any differences between the terms shown in this Quote and those terms requested in your original submission or shown in your Certificates of insurance or produced binder.

The Quote is based on the information submitted on the property App-SOV. In the event there is conflicting material information between that information shown on the property App-SOV and other submitted information (Acord forms/etc), the information shown on the property App-SOV shall take precedence.



Named Insured: City of Sweeny  
Account Number: [REDACTED]  
Quote Id: [REDACTED]  
Date/Time: 4/15/2024 08:43 AM  
Term: 5/9/2024 - 5/9/2025  
Valid Until: 5/2/2024



**Mailing Address:**

102 W Ashley-Wilson Road  
Sweeny, TX 77480

<b>Values(\$):</b>	Building	7,950,810
	Contents/BPP	431,000
	Other	15,188
	BI	50,000

**Sum of TIV(\$):** **8,446,998**

<b>Valuation:</b>	Coinsurance:	N/A
	Limitation, TE:	1/12th monthly
	Valuation, PD:	RCV
	Valuation, TE:	ALS

**Perils Covered:** Wind & Hail Only

**Limits of Liability:** Limits of Liability: (as per schedule, NOT blanket)

**Total Limits of Liability:** \$8,446,998 (100.00 %) part of \$8,446,998 excess of "deductible"

**Deductibles:** (Deductibles are Per Occurrence unless stated otherwise)

NS Wind/Hail	5.00% minimum \$250,000
AO Wind/Hail	1.00% minimum \$250,000

Named Insured: City of Sweeny  
Account Number: [REDACTED]  
Quote Id: [REDACTED]  
Date/Time: 4/15/2024 08:43 AM  
Term: 5/9/2024 - 5/9/2025  
Valid Until: 5/2/2024



<b>Premium(\$):</b>	
Premium:	115,500.00
<b>Subtotal:</b>	<b>115,500.00</b>

<b>Taxes &amp; Fees(\$):</b>	
Producer is responsible for collection/payment of State taxes & related fees	
Inspection Fee:	3,000.00
Program Fee:	2,310.00
<b>Total(\$):</b>	<b>120,810.00</b>

<b>Additional options:</b>	
Additional options listed below are not included in the above premium or tax summary, and additional charges may apply if purchased.	
TRIPRA(\$):	11,550.00
<b>Minimum Earned Premium:</b>	35%
<b>Term Rate (Reference Only):</b>	\$1.367

**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**Quote Id :** [REDACTED]  
**Date/Time:** 4/15/2024 08:43 AM  
**Term:** 5/9/2024 - 5/9/2025  
**Valid Until:** 5/2/2024



## Terms and Conditions

### Specific Terms and Conditions

**Any additions to outdoor property require prior Underwriter approval.**

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

All Buildings with outstanding damage are excluded. Contact underwriter if waiver needed.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2012

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Cosmetic Roof Damage Restriction AR CRD applies.

Business Income limited to 1/12th monthly.

Compass Policy Section II. A. "Covered Causes of Loss" is deleted in its entirety and replaced with the following:

II. A. COVERED CAUSES OF LOSS: This Policy insures against all direct physical loss or damage to Covered Property for the perils of Windstorm and Hail Only, except as excluded.

### Standard Terms and Conditions

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

### Warranties

Warrant fire protection sprinklers are provided throughout all buildings, as noted in Property Application.

Warrant no losses last 5 years on properties to be covered unless specified in Property Application.

Warrant no expiring markets that are quoted herein unless exception by the underwriter.

Warrant no Exterior Insulation Finish System (EIFS) Construction.

### Information due at binding OR within 30 days of inception:

Signed Property Application/SOV (AR APP), Signed Flood Notice, Signed Surplus Lines Statement (Required at binding)

Signed TRIA Disclosure Notice(s)

To comply with regulatory provisions, unless the above requested information is received within 30 days, automatic NOC must be sent contingent upon receipt of information.

Named Insured: City of Sweeny  
 Account Number: [REDACTED]  
 Quote Id: [REDACTED]  
 Date/Time: 4/15/2024 08:43 AM  
 Term: 5/9/2024 - 5/9/2025  
 Valid Until: 5/2/2024

## Extensions and Sublimits

### Form Type (unless otherwise identified):

Compass

### Standard Endorsements

Exclusion of Certified Acts of Terrorism (AR TRIA EXCL)

Standard forms/endts, avail upon req.

### Extensions and Sublimits

### Program Sublimits

Earth Movement per occ & ann aggr for all Locations combined; subject to:	Not Covered
Earth Movement per occ & ann aggr: CA, AK & HI	Not Covered
Earth Movement per occ & ann aggr: OR & WA	Not Covered
Earth Movement per occ & ann aggr: New Madrid	Not Covered
Flood, per occ & ann aggr for all Locations combined; subject to:	Not Covered
Flood, per occ & ann aggr: Zones A & V	Not Covered
Accounts Receivable	\$100,000
Civil or Military Authority, the lesser of	30 days max \$100,000
Contingent Time Element; the lesser of	60 days max \$100,000
Contractors Equipment; unscheduled: owned, leased, rented or borrowed	\$50,000
Any One Item	\$10,000
Course of Construction	\$100,000
Course of Construction Soft Costs	\$10,000
Debris Removal; the lesser of	25% / \$5,000,000
Electronic Data and Media	\$50,000
Errors or Omissions	\$25,000
Extended Period of Indemnity	90 days
Extra Expense/Expediting Expense	\$25,000
Fine Arts	\$50,000
Fire Brigade Charges	\$25,000
Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)	\$15,000
Ingress/Egress	30 days max \$50,000
Leasehold Interest	\$25,000
Limited Pollution Coverage (Annual Aggregate)	\$25,000
Lock Replacement	\$25,000
Miscellaneous Unnamed Locations	\$25,000
Newly Acquired Property	60 days max \$1,000,000
Ordinance or Law:	
Coverage A:	Incl in Bldg Limit
Coverage B:	10% per bldg, max \$1.0M per occ
Coverage C:	Included with Coverage B
Coverage D:	Incl in the TE, if cov'd
Coverage E	Included in the Building Limit

Ordinary Payroll	30 days
Plants, lawns, trees or shrubs	\$10,000
Any one plant, lawn, tree or shrub	\$1,000
Professional Fees (Annual Aggregate)	\$10,000
Reclaiming, restoring or repairing land improvements	\$10,000
Reward Reimbursement	\$10,000
Royalties	\$10,000
Service Interruption (72 hr qualifying period)	\$50,000
Spoilage	\$10,000
Time Element Monthly Limitation	1/12th monthly
Transit	\$25,000
Underground pipes,flues & drains	\$25,000
Valuable Papers and Records	\$100,000
Sinkhole Loss Extension	As Per Schedule

Named Insured: City of Sweeny  
Account Number: [REDACTED]  
Quote Id: [REDACTED]  
Date/Time: 4/15/2024 08:43 AM  
Term: 5/9/2024 - 5/9/2025  
Valid Until: 5/2/2024



## Carrier Participation

### Carrier (May change at binding)

### AM Best / S&P

Certain Underwriters at Lloyds (Lloyds)	A XV / A+
Indian Harbor Insurance Company (IndianH)	A+ XV / A+
Old Republic Union Insurance Company (ORU)	A+ XV / A+
GeoVera Specialty Insurance Company (GVS)	A VIII/na
Transverse Specialty Insurance Company (TSIC)	A VIII/na
National Fire & Marine Insurance Company (NFM)	A++ XV
Spinnaker Specialty Insurance Company (SPI)	A- VIII
Everest Indemnity Insurance Company (EIIC)	A+ XV

Company Ratings stated above reflect our best efforts for updating the information, but may be out of date at the time of this quote or binder. Financial Review is the responsibility of the Insured.

Victor Insurance Managers Inc.  
[REDACTED]

City of Sweeny, Ref# [REDACTED]  
Proposed Effective 5/9/2024 to 5/9/2025

We are pleased to confirm the attached quotation being offered with **BHI / Lloyd's of London**. This carrier is **Non-Admitted** in the state of **TX**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

**NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.**

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

<b>Premium:</b>	<b>\$13,323.00</b>
Policy Fee	\$500.00
Surplus Lines Tax	\$670.42
Stamping Office Fee	\$5.53
<b>Grand Total:</b>	<b>\$14,498.95</b>

**Broker Fees & Policy Fees are Fully Earned at Binding**

**NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.**

**If Non Admitted the following applies:**

**Texas Tax Filings are the responsibility of: CRC**

**Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License# [REDACTED]

Address: [REDACTED]

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

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CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

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#### **Financing Insurance Premiums**

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing [afcodirect@afco.com](mailto:afcodirect@afco.com); or call toll-free **877-317-6437**, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

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Sincerely,

Purdy Team  
12637936





WIND DEDUCTIBLE BUYBACK

# QUOTE DOCUMENT

**BHIDigital**

Coverholder at **LLOYD'S**

# TEXAS COMPLAINTS NOTICE

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)**

To get information or file a complaint with your insurance company or HMO:

**Call:** Compliance Department at 1-860-677-3700  
**Toll Free:** 1-866-623-2953  
**Online:** [www.beazley.com](http://www.beazley.com)  
**Email:** [us.complaints@beazley.com](mailto:us.complaints@beazley.com)  
**Mail:** 30 Batterson Park Road, Farmington, CT 06032

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question:** 1-800-252-3439  
**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)  
**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
**Mail:** Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Beazley USA Services, Inc. (on behalf of one or more Beazley Group insurers)**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:** Compliance Department at 1-860-677-3700  
**Telefono gratuito:** 1-866-623-2953  
**En línea:** [www.beazley.com](http://www.beazley.com)  
**Correo electrónico:** [us.complaints@beazley.com](mailto:us.complaints@beazley.com)  
**Dirección postal:** 30 Batterson Park Road, Farmington, CT 06032

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

**Llame con sus preguntas al:** 1-800-252-3439  
**Presente una queja en:** [www.tdi.texas.gov](http://www.tdi.texas.gov)  
**Correo electrónico:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
**Dirección postal:** Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
PO Box 12030, Austin, TX 78711-2030

**LMA9080E**

16 June 2023

# **LLOYD'S PRIVACY POLICY STATEMENT**

## **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

## **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

## **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

## **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

## **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

# Wind Deductible Buyback

**BHI**Digital

## SCHEDULE

Quote

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE INSURER'S REPRESENTATIVE NAMED IN ITEM 18. BELOW IMMEDIATELY IF IT IS NOT CORRECT.

UMR:   
QUOTE NUMBER   
Quote expires on May 09 2024

1. **Named Insured:** City of Sweeny
2. **Mailing Address of the Insured:** 102 West Ashley Wilson Road, Sweeny, Brazoria County, TX 77480, United States
3. **Policy Period:** From May 09 2024 to May 09 2025 both days at the time as set forth in the Policy/ies of the Overlying All Risks Property Insurer(s).
4. **Perils Insured:** **Named Storm**, as insured and defined in the Policy/ies of the Overlying Property Insurer(s).
5. **The Property or Interest:** As per Appendix of Attachments.
6. **The Property is located or contained at:** As per Appendix of Attachments.
7. **Overlying Policy Deductible:**  
  
**Deductible(s) for the Perils insured by this Policy:** 5.00% each and every location (subject to a minimum of USD 250,000 each and every occurrence).  
  
A location is defined as each and every individual scheduled item with a specified individual Total Insured Value listed under 'SECTION V Appendix of Attachments for Insurers' of this Policy.
8. **Limit of this Policy:** This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) as set forth above, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.
9. **Maximum Amount Payable under this Policy:** USD 168,940 each and every occurrence.
10. **Insured's Retention:** 3.00% each and every location (subject to a minimum of USD 5,000 each and every occurrence).

A **location** is defined as each and every individual scheduled item with a specified individual **Total Insured Value** listed under 'SECTION V Appendix of Attachments for Insurers' of this Policy.

**11. Premium:**

**USD 13,323**, payment always in accordance with Condition I of Section III of this Policy.

100% Minimum Earned Premium is deemed earned at inception.

Plus surplus lines tax and all other taxes.

**Payment Terms:** Due within 45 days of the inception date.

**Taxes payable by the Named Insured and administered by Underwriters:** None.

**12. Overlying Policy Details:**

a) **Insurer(s):**

Waypoint Wholesale (AmRisc)

b) **Policy Number(s):**

**13. Order:**

100% for Limits.

**14. Law and Jurisdiction:**

This Policy shall be governed by the laws of the State of **NY** and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition J of Section III of this Policy.

**15. Claims:**

Please email notification to: [claims@bhi.digital](mailto:claims@bhi.digital)

**16. Nominee for Service of Suit:**

Lloyd's America Inc.  
Attention: Legal Department



U.S.A.

**17. Time Element Coverage:**

Included (Section IV of this Policy).

**18. Insurer's Representative:**

The Insurer's representative issuing this Insuring Document is:

BHI Digital, LLC



U.S.A

The Insurer's representative is duly authorised to act as agent for the Underwriters in its duties and in issuing this Insuring Document. The Insurer's representative is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever.

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## Fiscal and Regulatory

Tax Payable by Insurer(s):	None applicable.
Country of Origin:	U.S.A.
Overseas Broker:	See Surplus Lines Broker Heading.
Surplus Lines Broker:	CRC Insurance Services <div></div>
State of Filing:	To be filed in TX for 100% of the Premium.
U.S. Classification:	US Surplus Lines.

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## Security Details

72.0000%	A.F. Beazley Syndicate 2623
28.0000%	A.F. Beazley Syndicate 623
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100.0000%	<b>Total</b>

Simon Richardson  
BHI Digital, LLC

## **SECTION I     Insuring Agreement and Limit of this Policy**

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The words "you" and "your" refer to the Named Insured in the Schedule, and any other person or organisation qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the Insurer(s) providing this insurance.

### **A.    Insuring Agreement**

We agree to indemnify you in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory described in the Schedule, occurring during the Policy Period stated in the Schedule and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

### **B.    Limit of this Policy**

This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) stated in the Schedule, and the amount to be retained by you (hereinafter referred to as the "Insured's Retention") as set forth in the Schedule, subject always to the Maximum Amount Payable under this Policy not exceeding the amount stated in the Schedule

For a loss to contribute to the Limit and Insured's Retention hereon, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the deductible provisions contained therein.

However, this Policy shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim resulting from a loss which is paid under the Policy/ies of the Overlying Insurers. Nothing contained in the foregoing shall be construed however to deny us the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this Policy.



## **SECTION II   Exclusions**

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This Policy incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by Endorsement to this Policy.

This Policy does not apply to, and we are not liable to make any payment for, any claims directly or indirectly arising from or related to the following risks, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such claims.

### **A.   Radioactive Contamination**

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

### **B.   Sanctions**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **C.   Terrorism**

This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon you.

In the event any portion of this Exclusion C is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **D.   War**

This Policy does not cover any loss, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## **E. Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/2003

## **F. Property Cyber and Data Exclusion**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6. Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11 November 2019

## **G. Automobiles**

This Policy does not cover any loss, damage, cost or expense of whatsoever nature to owned, hired and non-owned cars, trucks, motorcycles and other road vehicles (whether values are declared or not).

## **H. This Policy does not cover any loss, damage, cost or expense of whatsoever nature to the following (whether values are declared or not):**

- Plants (including trees, shrubs and lawns);
- Golf tees and greens;
- Ornamental ponds;
- Driveways;
- Pavements;
- Tennis Courts;
- Swimming and paddling pools;
- Fencing;
- Glasshouses, Greenhouses, Hoop Houses and High Tunnels;
- Irrigation systems;
- Piers, Docks, Wharves and Slips;
- All Stock (including raw stock, work in progress and finished goods) stored outside the building(s) insured hereunder.

## **I. Contingent Time Element Coverages**

This Policy does not cover any loss, damage, cost or expense of whatsoever nature resulting from Contingent Business Interruption, Contingent Extra Expense or any other Contingent Time Element coverages.

## **J. Communicable Disease Endorsement**

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

- K.** This Policy does not cover loss, damage, cost or expense of whatsoever nature due to rain, snow or dust being driven by wind into the interior of any building or structure, unless as a direct result of physical loss or damage to any part of the building or structure caused by wind or hail.

If, however, the Policy/ies of the Overlying Insurer(s) specifically includes coverage of this nature with a deductible applied on an equal basis to the Deductible(s) of the Overlying Insurer(s) stated in this Policy's SCHEDULE under 'Item 7. Overlying Policy Deductible', coverage will be included hereunder as defined under 'SECTION I - Insuring Agreement and Limit of this Policy'.

**L. Prior Loss Clause**

Notwithstanding any provision to the contrary applicable to this Policy, this Policy does not insure against the following:

1. any loss, damage or expense that existed prior to the inception of this Policy, with respect to insured property which has been damaged and has not since been fully repaired;
2. any loss, damage or expense that may occur due to any repairs or work that takes place on the insured property to rectify any loss or damage that existed prior to the inception of this Policy;
3. any loss, damage or expense that would not have occurred if repairs to damaged property that were outstanding at the inception of this Policy had been fully completed.

This exclusion shall apply until such time that the loss or damage that existed prior to the inception of this Policy has been repaired to a standard acceptable to us and has been certified as meeting the current code standards. Such certification shall be made available to us upon request.

## **SECTION III Conditions**

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### **A. Application of Recoveries**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

### **B. Cancellation**

This insurance may be cancelled by you at any time by written notice or by surrender of this Policy.

This insurance may also be cancelled by or on behalf of us by delivering to you, or by mailing to you, by registered, certified or other first class mail, at your address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except in respect of non-payment of premium, the date set forth in Condition I of Section III of this Policy, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by you, we shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis we shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated elsewhere within this insurance, whichever is the greater, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

If this insurance shall be cancelled by or on behalf of us, we shall retain the pro-rata proportion of the premium hereon, except that if this insurance is on an adjustable basis we shall receive the earned premium hereon or the pro-rata proportion of any minimum premium stipulated elsewhere within this insurance whichever is the greater.

Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### **C. Conflict of Statute / Laws**

In the event that any provision of this Policy is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Policy and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

### **D. Demolition and Increased Cost of Construction**

This Policy is subject to the same provisions as respects Demolition and Increased Cost of Construction as are contained in the Policy/ies of the Overlying Insurers.

### **E. Fraudulent Conduct and Misrepresentation**

The entire Policy and any loss or claim thereunder will be void if, whether before or after a loss, you have:

1. intentionally concealed intentionally misrepresented any material fact or circumstance;
2. engaged in fraudulent conduct; or
3. made false statements;

relating to the Policy or any loss or claim thereunder.

In the event that any portion of this Condition E is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **F. Maintenance of Overlying Insurance**

In respect of the Perils Insured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability, any deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this Policy) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which claim is made hereunder.

It is a condition of this Policy that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this Policy.

#### **G. Notification of Claims**

You shall, upon knowledge of any Occurrence likely to give rise to a claim hereunder, give immediate written advice thereof to our Representative as stated in the Schedule.

#### **H. Notifying Insurers of any changes or inaccuracies**

By accepting this Policy and in setting the terms and premium, we have relied on the information given to us by you.

In the event you become aware that information you have given to us is inaccurate or has changed, you must inform our Representative stated in the Schedule as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects the insurance under this Policy. For example, we may amend the terms of this Policy or require you to pay more for the insurance under this Policy or cancel the insurance under this Policy in accordance with Condition B of Section III of this Policy.

If you fail to notify us that information you had provided is inaccurate, or you fail to notify us of any changes, the insurance under this Policy may become invalid and we may not pay your claim, or any payment could be reduced.

#### **I. Premium Payment Terms**

You undertake that premium will be paid in full to us within **45** days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to us by the forty-fifth day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due), we shall have the right to cancel this Policy by notifying you via the broker in writing. In the event of cancellation, premium is due to us on a pro-rata basis for the period that we are on risk, but the full Policy premium shall be payable to us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that we shall give not less than 15 days prior notice of cancellation to you via the broker. If premium due is paid in full to us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to us will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

## **J. Service of Suit**

It is agreed that in the event of our failure hereon to pay any amount claimed to be due hereunder, we hereon, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our right to commence an action in any Court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the person(s) or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this Policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person(s) or firm stated in the Schedule are authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **K. Unintentional Errors and Omissions**

This Policy is subject to the same provisions, if any, as respects Unintentional Errors and Omissions as are contained in the Policy/ies of the Overlying Insurers.

## **L. Valuation**

The valuation basis of this Policy is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in said Policy/ies of the Overlying Insurers.

- M.** This Policy does not cover any Tropical Depression, Tropical Storm or Named Storm for which a Tropical Depression advisory, Tropical Storm, Hurricane watch, or Hurricane warning has been issued by the National Weather Service (NWS) and/or the National Oceanic and Atmospheric Administration (NOAA) prior to the date of binding.

## **N. Blanket Named Insured and Named Insured Addresses amendments**

Any updates or amendments to Named Insureds and Named Insureds' addresses are automatically agreed by us as per the Certificates and/or Schedule of Values held on file by you, provided that those updates or amendments do not increase the Total Insured Values on file with us.

## **O. Blanket Additional Named Insureds and Additional Named Insureds' Addresses amendments**

The interests of any Additional Named Insureds/Mortgagees/Loss Payees as per the Certificates and/or Schedule of Values held on file by you are noted and agreed by us.

- P.** Our Policy term must coincide with the Overlying Policy term. Our Policy will expire when the Overlying Policy expires, or upon the expiry date listed under item 3. of the Schedule, whichever the earlier. Our valuation follows the Overlying Policy valuation. In the event multiple Overlying Policies exist, we only follow such Overlying Policy as is listed in the Policy Schedule.

The Overlying Perils Insured deductible is 5.00% each and every location (subject to a minimum of USD 250,000 each and every occurrence). We are buying back to 3.00% each and every location (subject to a minimum of USD 5,000 each and every occurrence). In the event of a claim, this Policy follows the terms and conditions of the Overlying Policy listed under item 12. of the Policy Schedule.

## **SECTION IV Time Element Coverage Extension**

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It is understood and agreed that this insurance extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the Property insured hereby, except as excluded herein.

As used in this Time Element Coverage Extension, the words "Time Element coverages" shall mean business interruption, business income, extra expense, rental income or rental value, contingent business interruption, and contingent extra expense.

The Limit and our Retention as stated in the Schedule are inclusive of damage to Property and Time Element coverages.



## **SECTION V      Appendix of Attachments for Insurers**

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<b>Address</b>	<b>Total Insured Value</b>
102 West Ashley Wilson Road, Sweeny, Brazoria County, TX 77480	USD 809,375
210 Pecan Street, Sweeny, Brazoria County, TX 77480	USD 1,214,063
205 West Ashley Wilson Road, Sweeny, Brazoria County, TX 77480	USD 1,942,747
North Peach Street, Sweeny, Brazoria County, TX 77480	USD 257,250
201 West 2nd Street, Sweeny, Brazoria County, TX 77480	USD 282,300
2309 Avenue A, Sweeny, Brazoria County, TX 77480	USD 1,977,587
2309 Avenue A, Sweeny, Brazoria County, TX 77480	USD 176,148
205 North Oak Street, Sweeny, Brazoria County, TX 77480	USD 364,215
123 North Oak Street, Sweeny, Brazoria County, TX 77480	USD 650,000
102 West Ashley Wilson Road, Sweeny, Brazoria County, TX 77480	USD 15,188
1507 A CR 372, Sweeny, Brazoria County, TX 77480-2916	USD 708,125
1507 A CR 372, Sweeny, Brazoria County, TX 77480-2916	USD 25,000
1507 A CR 372, Sweeny, Brazoria County, TX 77480-2916	USD 25,000
	<b>USD 8,446,998</b>

Victor Insurance Managers Inc.  
[REDACTED]City of Sweeny, Ref# [REDACTED]  
Proposed Effective 5/9/2024 to 5/9/2025

We are pleased to confirm the attached quotation being offered with **RLI / Mt. Hawley Insurance Company**. This carrier is **Non-Admitted** in the state of **TX**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

**NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.**

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

<b>Premium:</b>	<b>\$149,348.00</b>
Policy Fee	\$750.00
MGA Fee	\$500.00
Inspection Fee - Company	\$700.00
Surplus Lines Tax	\$7,337.95
Stamping Office Fee	\$60.52
<b>Grand Total:</b>	<b>\$158,696.47</b>

**Broker Fees & Policy Fees are Fully Earned at Binding**

**NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.**

**If Non Admitted the following applies:**

**Texas Tax Filings are the responsibility of: CRC**

**Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License [REDACTED]

Address: [REDACTED]

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

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CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

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#### **Financing Insurance Premiums**

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing [afcodirect@afco.com](mailto:afcodirect@afco.com); or call toll-free **877-317-6437**, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

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Sincerely,

Purdy Team  
12638729



RLI Underwriting Services, Inc.  
California License [REDACTED]

[REDACTED]

[REDACTED] Account Executive  
CRC Insurance Services Inc

[REDACTED]

April 24, 2024

Re: City Of Sweeny

RENEWAL OF POLICY: [REDACTED]

Confirming our Authorization

We are pleased to provide a property quotation on your submission.  
Please review carefully. Coverages, terms and conditions offered herein may be more restrictive than those requested in your application.

This quote is valid until 5/9/2024 and may not be bound without written confirmation received in our office prior to the effective date of coverage.

Participating Insurers\*:

Mt. Hawley Insurance Company, A+ Non-Admitted	75%
Renaissance Re Syndicate 1458 at Lloyd's	25%

The insurance afforded by this policy is provided by separate insurers, hereinafter referred to as "the Company." The liability of these insurers is several and not joint and is specifically set out above.

\*Please note that Insurer participation is subject to change at binding.

Limit(s):  
\$8,607,097 maximum per occurrence for all coverages combined subject to scheduled limits listed below.

Coverage(s):	
Building; Business Personal Property; Business Income (and Extra Expense)	
\$100,000 sublimit for Ordinance or Law Coverage Combined Limit (A,B&C)	
00001 - 001 [City Hall W/(2) Flag Poles], 102 W Ashley-Wilson Rd, 4 Sweeny, TX 77480	
Building	\$759,375
Business Personal Property	\$50,000
00001 - 002 [Parking Shelter], 102 W Ashley Wilson Rd, 23 Sweeny, TX 77480	
Building	\$15,188
00002 - 001 [Volunteer Fire Station/generator], 210 N Pecan St, 5 Sweeny, TX 77480	
Building	\$1,139,063
Business Personal Property	\$75,000
00003 - 001 [Library/civic Center/(2) Flag Poles], 205 W Ashley-Wilson Rd, 6 Sweeny, TX 77480	
Building	\$1,892,747
Business Personal Property	\$50,000
00004 - 001 [Water Plant], 201 N Peach St, 8 Sweeny, TX 77480	
Building	\$182,250
Business Personal Property	\$75,000

00005 - 001 [Public Works Building], 201 W 2nd St, 11 Sweeny, TX 77480	
Building	\$267,300
Business Personal Property	\$15,000
00006 - 001 [Wastewater Treatment Plant], 2309 Ave A, 12 Sweeny, TX 77480	
Building	\$1,967,587
Business Personal Property	\$10,000
00006 - 002 [Office/ Chlorine Bldg W/180kw Generator], 2309 Ave A, 19 Sweeny, TX 77480	
Building	\$335,247
Business Personal Property	\$1,000
00007 - 001 [Seniors Bldg], 205 N Oak, 21 Sweeny, TX 77480	
Building	\$349,215
Business Personal Property	\$15,000
00008 - 001 [Police Station], 123 N Oak, 22 Sweeny, TX 77480	
Building	\$560,000
Business Personal Property	\$90,000
00009 - 001 [Fire Training Building], 1507 A CR 372, 25 Sweeny, TX 77480	
Building	\$658,125
Business Personal Property	\$50,000

Peril(s):  
 Windstorm or Hail Only

Location(s):  
 Per Schedule of Locations

Declared Values:  
 Building \$8,126,097  
 Business Income (and Extra Expense) \$50,000  
 Business Personal Property \$431,000

With a Total Declared Value of \$8,607,097

Proposed Policy Term: From 5/9/2024 To 5/9/2025

Deductible(s):  
 1.00% of the Total Insurable Values Per Location (including time element if applicable) at the time of loss or damage subject to a minimum of \$50,000 Per Occurrence for All Covered Perils, except:  
 5.00% of the Total Insurable Values Per Location (including time element if applicable) at the time of loss or damage subject to a minimum of \$100,000 Per Occurrence for Named Storm

#### Premium and Fees:

This is being quoted on behalf of non-admitted carriers and you are responsible for the payment of all taxes and fees and the filing of all required documents in connection with this insurance placement. You must, upon binding, indicate the home state in which the first named insured maintains its principal place of business or, if applicable, principal residence, if different than the state indicated in the first named insured's mailing address.

#### Premium

Premium: \$149,348

#### Fees:

PCA: \$500

Inspection: \$700

#### Minimum Earned Premium:

35.00%;

100.00% if effective for 50 or more days during period May 15 through November 30

#### Valuation:

Physical Damage at Replacement Cost

Time Element at Actual Loss Sustained

Monthly Loss Limitation: 1/12 for Business Income

#### Coinurance:

80% for Physical Damage

#### Policy Form(s) and Endorsements (Available Upon Request):

Company forms and Windstorm or Hail coverage policy forms and endorsements including, but not limited to, the following:

Appraisal

Asbestos Exclusion

Business Income - for Windstorm or Hail only (2022 version)

Communicable Disease Exclusion

Definition of Occurrence

Exclusion of Cosmetic Damage to Roof Surfacing

Legal Action Conditions Endorsement

Limited Valuation of Roof Surface

Minimum Earned Premium Endorsement

Nuclear, Biological, Chemical or Radioactive Exclusion

Pre-Existing Damage Exclusion

Sanction Limitation and Exclusion Clause

Service of Suit Clause (U.S.A)

Several Liability Clause

Total Pollution Exclusion

Windstorm or Hail Coverage Form (2022 version)

Windstorm or Hail Loss Reporting Limitation Addendum

Ordinance or Law Coverage - Combined Limit

#### Special Condition(s):

RCV does not apply to Roof Surface unless proven less than 12 Years old at time of loss.

30 day notice of Cancellation, except 10 days for non-payment of premium

Acceptable engineering including housekeeping, maintenance and all hazards properly controlled.

Acceptable financial information.

Named Storm and/or Windstorm or Hail does not include coverage for Storm Surge or Wave Action

This quotation is suspended when a Tropical Depression, Tropical Storm, or Hurricane, with a potential projected path that may impact any locations for which insurance is being requested, is within 500 miles of the United States and/or its territories and possessions.

This quotation is void if insured is in receivership, foreclosure and/or bankruptcy, or in the process thereof.

There is no coverage for other buildings or structures at a location.

Representation(s):

It has been represented to us that:

The only loss/damage from covered perils in the last seven years is the one loss as on file. (There also was an unreported and self-insured water damage loss in 2023.)

All damages from loss have been fully and properly repaired.

These representations are material and are relied upon by us in our underwriting determinations. Any inaccuracy in this information may constitute misrepresentation.

Requirement(s) Prior to Binding Coverage:

Please include up-to-date additional interest information such as Additional Named Insureds, Additional Insureds, Mortgagees and Loss Payees with the bind request, if applicable.

Signed "Certification of Damage Status" form is required prior to binding.

Subject to confirmation as of the bind date of no recent loss or damage.

Requirement(s) After Binding Coverage:

Receipt of contact information for representative at each scheduled location for inspection purposes (name, phone number, email).

Comments:

QUOTE #1.

Note, some of their submitted "RC" building valuations seem like they may be light and could be subject to a Coinsurance penalty at loss time. And keep in mind that RC valuations have been increasing due to current market conditions (cost of materials going up, etc.). It might be a good time for an Insured to review their Building Limits.

Please note that mid term change requests must be confirmed and agreed to by the underwriter.

Any agreed changes are underwritten individually and are not necessarily bound by an 'account rate'.

Should any loss, not previously disclosed, occur on the risk(s) covered by this quotation prior to the effective date of the policy, the underwriter reserves the right to amend or withdraw this quotation.

Sincerely,

[Redacted Signature]



**Commercial Quote Summary**  
**-Not a Binder or Policy-**

This quote summary is a preliminary indication of premiums, limits, and coverages being considered by the applicant; it is not an offer of coverage. The premiums, limits, and coverages quoted in this document are not binding on TWIA, are not guaranteed by TWIA, and may differ from the insurance policy that may be issued by TWIA.

All quotes are subject to underwriting review. TWIA assumes no responsibility and has no liability for failure of the applicant or their agent to effect coverage.

**CUSTOMER INFORMATION**

**DATE QUOTED:** 04/24/2024  
**PROPOSED EFFECTIVE DATE:** 06/01/2024 12:01 a.m.  
**POLICY PERIOD:**  
**FROM:** 06/01/2024 12:01 a.m. **TO:** 06/01/2025 12:01 a.m.

**POLICY/OFFER NUMBER:** [REDACTED]  
**TRANSACTION TYPE:** Renewal  
**ACCOUNT NUMBER:** [REDACTED]

**CUSTOMER NAME AND MAILING ADDRESS:**

CITY OF SWEENEY  
PO BOX 248  
SWEENEY TX 77480-0248  
[ACCOUNTSPAYABLE@SWEENYTX.GOV](mailto:ACCOUNTSPAYABLE@SWEENYTX.GOV)  
(979) 548-3321

**AGENCY NAME AND LOCATION**

VICTOR INSURANCE MANAGERS LLC  
VICTOR INSURANCE MANAGERS LLC - PRODUCER GROUP [REDACTED]

**COVERAGE AND PREMIUM INFORMATION**

**TOTAL PREMIUM AND SURCHARGES:** \$34,927

**COVERAGE SUMMARY**

**BUILDING 1: COVERAGE SUMMARY**

**BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 800 N Hackberry St, Sweeny, TX 77480

**WIND AND HAIL COVERAGE**

Coverage A

	<b>LIMITS</b>	<b>PREMIUMS</b>
Building Coverage	\$1,199,000	\$20,244
Deductible 1% (\$1000 min)	\$11,990	-\$5,061
Coinsurance 80%		

**BUILDING 2: COVERAGE SUMMARY**

**BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 200 N Peach St, Sweeny, TX 77480

**WIND AND HAIL COVERAGE**

Coverage A

	<b>LIMITS</b>	<b>PREMIUMS</b>
Building Coverage	\$727,000	\$12,275
Deductible 1% (\$1000 min)	\$7,270	-\$2,823
Coinsurance 80%		



**BUILDING 3: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 201 Peach St, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$279,000

\$4,711

Deductible 1% (\$1000 min)

\$2,790

-\$801

Coinsurance 80%

**BUILDING 4: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 200 Sycamore St, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$279,000

\$4,711

Deductible 1% (\$1000 min)

\$2,790

-\$801

Coinsurance 80%

**BUILDING 5: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 201 Peach St, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$65,000

\$339

Deductible 1% (\$1000 min)

\$1,000

-\$34

Coinsurance 80%

**BUILDING 6: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 200 Sycamore St, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$193,000

\$1,007

Deductible 1% (\$1000 min)

\$1,930

-\$121

Coinsurance 80%

**BUILDING 7: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 301 Martin Luther King Blvd, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$220,000

\$1,148

Deductible 1% (\$1000 min)

\$2,200

-\$172

Coinsurance 80%

**BUILDING 8: COVERAGE SUMMARY****BUILDING AND BUSINESS PROPERTY****LOCATION:** 109 S Travis, Sweeny, TX 77480**WIND AND HAIL COVERAGE****LIMITS****PREMIUMS**Coverage A

Building Coverage

\$65,000

\$339

Deductible 1% (\$1000 min)

\$1,000

-\$34

Coinsurance 80%

**POLICY FORMS AND ENDORSEMENTS****FORMS APPLICABLE TO ALL COVERAGES**

COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

**FORMS APPLICABLE TO SPECIFIC BUILDING COVERAGES**

BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
1	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
5	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
6	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
7	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included

8	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
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TWIA PAYMENT PLANS			
Name	Down Payment	Installment	Total
TWIA Full Pay	\$34,927.00	\$0.00	\$34,927.00
TWIA 2 Pay	\$17,463.50	\$17,463.50	\$34,927.00
TWIA 4 Pay	\$10,478.10	\$8,149.64	\$34,927.00
TWIA 10 Pay (Auto Pay)	\$5,239.05	\$3,298.67	\$34,927.00