

C/O WILLATT & PEICKINGER, PLUC 12912 HILL COUNTRY BUVO, SUITE F-232

PRESENTED: 04/27/2021 EFFECTIVE: 05/01/2021

THE POLLOWING PROPOSAL IS PRESENTED BY

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Insurance | Risk Management | Consulting

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# Named Insured Schedule and Your W.I.N. Team

#### Named Insured Schedule:

SENNA HILLS MUD.

## Your W.I.N. Team:

Providing excellent service is the primary objective of Gallagher. Please call any member of the service team for assistance.

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# Premium & Insurance Summary

# SENNA HILLS MUD

#### Effective: 05/01/2021 - 12/25/2021 (Short Termed)

Gallagher is responsible for the placement of the following lines of coverage:

Line of Business	Prem	ium
Package (Property, Flood, Earthquake & Earth Movement)	\$	2,404
Package (General Liability, Pollution, Pollution Cleanup & Remediation, and Excess Liability)	\$	2,070
Hired & Non-Owned Auto Liability	\$	65
Equipment Breakdown (B&M)	\$	1,356
Directors & Officers Liability	\$	1,025
Agent Fee	\$	250
Total	\$	7,170.00

# Please see the W.I.N Customer Advantages & Savings for coverage highlights compared to current Program

Thank you for your business and we look forward to continuing to provide you with the best insurance program in Texas.

\*\*Please sign on Proposal Acceptance Page and Provide Documents Required to Bind Coverage

Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.





# W.I.N. Customer Advantages & Savings

Your district saves with W.I.N. because of the maximization of the economies of scale provided by our 500+ Water and Wastewater customers here in Texas and over 15,000 public entities nationwide.

In addition to the premium savings and more importantly, W.I.N. provides the district with much improved coverage for Liability, Pollution, D&O, Wells, Earth Movement, Flood, and Extra Expense.

TOPIC	W.I.N.	TML	NOTES
EARTH MOVEMENT	Yes, Shifting Sinking and Rising with or without an Earthquake	No Coverage TML Excerpt ->	TML offers Earthquake only but Senna Hills MUD does not purchase Earthquake. Our form is broader than Earthquake as it also includes Earth Movement.  Sometimes people try and describe Earthquake and Earth Movement as the same thing, but they are not. True Earth Movement coverage is shifting, sinking and rising with or without an earthquake. See exclusions Page 10 and 11 of TML Property Coverage  II. PERILS EXCLUDED
			O. Earth movement including:
FLOOD	Yes, Included	No, Excluded	
PERILS	Broad Form	No, Named Perils Only	The district's property form is on a very old limited form that is Named Perils only. Honestly it's been many years since I've even seen a Named Perils policy. In Named Perils, the peril must be specifically listed to be covered. In broad form, the policy covers it unless it is specifically excluded and thus picks up many more claims.
WATER WELLS	Included if the location is scheduled	Not Included unless:	W.I.N. automatically covers wells if the location is on the schedule.  Conversely, TML will not cover your water wells unless they are individually specified on the scheduled.  Note, your TML document does have any water wells scheduled.
SEWER BACK UP Pays resident if district line negligence	Zero Deductible \$2,000,000 limit	Claims Sovereign Immunity	Your residents seek the coverage when the problem arises from negligence of the district side of the line. The largest claim we've paid was for \$104,000. Most customers only have \$5,000 limit on their homeowner's policy.
CONTAMINATION REMEDIATION We've had several claims exceed the 20K limit	\$1,000,000	Limited to \$20,000 each location TML Excerpt	Example: Sew age clean up at a facility such as sew age treatment plant or lift station that overflows. Our last one cost \$200,000. See TML limitation to 20,000 on page 18 of TML Property Coverage  The maximum amount that will be paid during any one Fund Year under this extension of coverage is \$20,000 at each premises covered under this section.
TOPIC	W.I.N.	TML	Notes
D&O PROTECTION  Defense for Alleged breach of contract	Yes	No	Defense for alleged breach of contract is the No. 1 use of district D&O policies and accounts for 85% of the claims. Claims arise from consultants, developers and contractors where they alleged that the district breach the contract.
<ul> <li>Defense for Injunctive Relief</li> </ul>	Yes	No	Defense for injunctive relief is the No. 2 use of district D&O policies.

		TML Excerpt	PART VIII  EXCLUSIONS APPLICABLE TO ALL COVERAGES  M. Any claim or suit for breach of contract to which a Covered Party is a party or third-party beneficiary, or failing to procure a bond as required by law.  X. Claims or suits against the Member or Covered Party which do not seek civil damages or monetary relief other than costs of court or attorneys' fees for prosecuting the suit, such as, but not limited to: criminal prosecutions and proceedings; election contests; actions for injunctions or declaratory judgments; actions to en-
FALURE TO SUPPLY LIABILITY PROTECTION INCLUDING DEFENSE AND INDEMNITY	Yes, without physical damage limitation	Only if there is physical damage to facility first. If not, no coverage  TML Excerpt	Example of where W.I.N. coverage would apply and TML would not is fire damage to house alleged to have occurred due to low water pressure. See TML Liability Exclusion page 29  PART VIII  EXCLUSIONS APPLICABLE TO ALL COVERAGES  C. Claims or suits for damages claimed as a result of the Member's failure to supply gas, oil, water, electricity, waste water service, or steam or the Member's failure to supply sufficient gas, oil, water, electricity, or steam to meet demand. This Exclusion does not apply if the failure to supply sufficient quantities results from the sudden and accidental injury to tangible property owned or used by the Member to procure, produce, process, or transmit the gas, oil, water, electricity, waste water, or steam:



# - Optional - Coverages & Limits for Consideration

## SENNA HILLS MUD

# Effective: 05/01/2021 - 12/25/2021

# **New Coverage Options**

Cyber Liability w/ Deception Included	Premium	Sign for Acceptance
\$1,000,000 Limit (\$100 Service Fee)	\$ 1,830	

Workers' Compensation	Premium	Sign for Acceptance
\$1,000,000 Limit (Directors Only)	\$ 400	

Business Travel Accident	Premium	Sign for Acceptance
\$250,000 Limit	\$ 350	

Crime Limits	ne Limits Premium		Sign for Changes Only
\$10,000 Limit	\$	120	
\$50,000 Limit	\$	222	
\$100,000 Limit	\$	344	
\$250,000 Limit	\$	471	
\$500,000 Limit	\$	567	

# Change Limits Request

# **Denotes Current Limit Purchased**

Total Liability Limits Include: General Liability, Pollution and Hired and Non- Owned Auto when Excess Purchased (Primary + Excess)	Excess Limit	Premium	Sign for Changes Only
\$1,000,000 Occurrence, \$3,000,000 Aggregate	\$ 0	\$ Included	
\$2,000,000 Occurrence = \$1,000,000 Primary + Excess	\$1,000,000	\$ 505	*./
\$3,000,000 Occurrence = \$1,000,000 Primary + Excess Higher Limits Available upon request	\$2,000,000	\$ 1,010	

Directors & Officers Limits	Pre	mium	Optional Quotes Available Upon Request and Receipt of Audited Financials. Changes will require a Signed Warranty letter.
\$1,000,000 Limit	\$	1,025	*

# Higher limits are available upon request for each coverage

These are Premium Indications only and are subject to a formal quote provided by carrier.





# Property Schedule

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

No.	Property Description for Facilities AND Detention Ponds Address with City, Zip Code & County  *Austin, TX 78733	Latitude / Longitude	Replacement Cost Value Building & Contents Detention Ponds list insurable values such as grates, pumps fence	Year Built	Denote Updated Flood Zone (Ex. A, AE, X, etc.)	Facility Construction 1) Reinforced masonry & steel 2) Masonry & steel 3) Frame (brick wood stucco) 4) Other (describe)
1-1	Fence/Lift Station No. 1 – 10425 ½ Senna Hills Dr.	30.307905 -97.900161	137,000	1994	Х	
2-1	Fence/Lift Station No. 2 – 1709 ½ Lemon Mint Ct.	30,312568 -97.895612	137,000	1994	Х	
3-1	Fence/Lift Station No. 3 – Courtney Way	30.308218 -97.903024	153,441	1998	Х	
4-1	Fence/Lift Station No. 4 – 10502 Prickly Poppy Cv.	30,314397 -97.895108	164,400	2000	Х	
5-1	Fence/Lift Station No. 5 – 10724 ½ Straw Flower Dr.	30,316071, -97.898020	109,600	2006	Х	wrought iron fence
5-2	Contents @ Lift Station No. 5-10724 ½ Straw Flower Dr.	30.316071, -97.898020	250,000	2006	Х	
6-1	Fence/Lift Station No. 6 – 10828 ½ Senna Hills Dr.	30.313350, -97.904080	109,600	2007	X	Chain Link fence
6-2	Contents @ Lift Station No. 6-10828 ½ Senna Hills Dr.	30.313350, -97.904080	250,000	2007	Х	
7-1	Fence – 10500 ½ FM 2244	30.308555 -97.903479	8,768	1998	Х	steel rail fence
7-2	Fence/Control Building – 10500 ½ FM 2244	30.306586, -97.900605	44,936	2011	Х	
7-3	Contents @ Control Building- 10500 ½ FM 2244	30.306586, -97.900605	68,000	2011	Х	
7-4	Fence/Water Treatment Plant 10500 ½ FM 2244	30.306552, -97.900650	452,650	2011	Х	
7-5	Contents@ Water Treatment Plant – 10500 ½ FM 2244	30.306567, -97.900465	495,000	2011	Х	
7-6	Fence/Generator – 10500 ½ FM 2244	30.306570, -97.900667	60,281	2011	X	
8-1	Fence/Underground Piping/Valves/Sprinkler – 10900 ½ Senna Hills Dr.	30,313003, -97.904277	158,229	1994	Х	
8-2	Fence/Pump Back/Chlor. Station –	30.313047, -97.904350	32,880	1994	Х	



	10900 1/2 Senna Hills Dr.					
8-3	Contents @ Pump Back/Chlor. Station – 10900 ½ Senna Hills Dr.	30.313047, -97.904350	110,000	1994	Х	
8-4	Fence/Stone Retaining Walls- 10900 ½ Senna Hills Dr.	30.311357, -97.904506	109,600	1995	Х	
8-5	Fence/Irrigation Pond – 10900 ½ Senna Hills Dr.	30.312010, -97.904958	690,483	1994	Х	steel rail fence
8-6	Fence – 10900 ½ Senna Hills Dr.	30.311184, -97.904360	219,200	2007	Х	
	TOTAL		3,761,068			

The proposal is based on the above information received from the engineer.

# Package Policy - Equipment Breakdown aka Boiler & Machinery

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Equipment Breakdown Aka Boiler & Machinery  Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Sudden and Accidental Breakdown of Equipment</li> <li>Mechanical Failure</li> <li>Electrical Surges</li> <li>Terrorism Risk Insurance Act</li> <li>Replacement Cost Valuation Repair or Replace Whichever is Less</li> <li>Blanket Basis Coverage</li> <li>Coinsurance Waived</li> </ul>
Exclusions included but not limited to:	<ul><li>War</li><li>Nuclear Hazard</li><li>Wear &amp; Tear</li><li>Lightning</li></ul>

Limits	
Equipment Breakdown/Property Damage	Per Property Schedule
Extra Expense Combined with Business Income and includes Utility Interruption	\$500,000

Deductibles	
Equipment Breakdown	\$ 7,500
Deep well pump units 50 + feet below ground level	\$ 25,000
Utility Interruption	24 Hours
Extra Expense	No Separate Deductible

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# **Annual Premium**

Included Premium Summary or Optional Coverage and Limits

# Carrier

Liberty Mutual Fire Insurance Company, A.M. Best Rating: A XV Admitted



# Package Policy - Property

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Real & Personal Property	<ul><li>Cause of Loss: Special</li><li>Terrorism Risk Insurance Act</li></ul>
Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Replacement Cost Valuation</li> <li>Repair or Replace Whichever is Less</li> <li>Coinsurance Waived</li> </ul>
Exclusions included but not limited to:	War     Nuclear Hazard
	<ul> <li>Governmental Action (seizure or destruction) unless to prevent spread of Fire</li> </ul>

Limits	
Blanket Building or Structure & Business Personal Property	Per Property Schedule
Blanket Flood	\$2,500,000
Blanket Earthquake and Earth Movement	\$2,500,000
Blanket Business Income & Extra Expense	\$1,000,000

Deductibles	CHERLING MEDICAL MEDICAL CONTROL
Property Perils, such as fire, lightning, theft vandalism, except as noted below	\$ 5,000
Flood	\$25,000
Earthquake and Earth Movement	\$25,000
Business Income & Extra Expense	No Separate Deductible

# **Annual Premium**

Included Premium Summary or Optional Coverage and Limits

Carrier			
Pennsylvania Manufacturers' Association Ins. Co.	A.M. Best Rating:	A+XV	Admitted



# Package Policy - General Liability

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

<ul> <li>Occurrence Policy Form</li> <li>Bodily Injury and Property Damage</li> <li>Liability arising from any owned property such as facilities, buildings, parks, detention ponds and lakes</li> <li>Failure to Supply (no limitation requiring property damage)</li> <li>Sewer Back Up</li> <li>Products Contamination</li> <li>Terrorism Risk Insurance Act</li> <li>Punitive Damages</li> <li>Duty to Defend</li> <li>Host Liquor Liability</li> <li>Defense Cost outside the Limit</li> <li>Not Auditable</li> </ul>
Access or Disclosure of Confidential or Personal Information, Data-related Liability & Internet     Workers' Compensation     War     Employment Related Practices     Distribution of Material Violation of Statutes     Law Enforcement Activity  vees for Liability coverage to apply

Limits	
\$1,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Damage to Rented Premises (each occurrence)
\$ 10,000	Medical Payments

Deductibles	
Per Occurrence	None

# Annual Premium

Included Premium Summary or Optional Coverage and Limits

Carrier		
CUMIS Insurance Society, Inc.,	A.M. Best Rating: A XII	Admitted



# Package Policy - Pollution Liability

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Package Pollution Liability Accidental and Unintended Pollution Incident (Gradual and Sudden)	<ul> <li>Occurrence Policy Form</li> <li>Bodily Injury, Property Damage, Clean Up Cost</li> <li>Escape or back-up of sewage or waste-water if property damage occurs away from land you own or lease</li> <li>Escape of fuels or lubricants from mobile equipment</li> <li>Application of pesticides or herbicides</li> <li>Potable water which you supply to others</li> <li>Chemicals you use in your water or wastewater treatment</li> <li>Natural gas or propane gas used in your</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	treatment process  Heat, smoke or fumes from a hostile fire  Duty to Defend  Defense Cost Outside the Limit  Punitive Damages  Terrorism Risk Insurance Act
Exclusions included but not limited to:	<ul> <li>Fraud</li> <li>Workers' Compensation</li> <li>War</li> <li>Employment Related Practices</li> <li>Petroleum Underground Storage Tanks</li> </ul>

Deductibles		
Per Occurrence	None	

# Annual Premium Included Premium Summary or Optional Coverage and Limits

Carrier
CUMIS Insurance Society, Inc., A.M. Best Rating: A XII Admitted



# Package Policy - Pollution Clean Up and Remediation

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Pollution Clean Up & Remediation  Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Claims Made Policy Form</li> <li>Includes both Gradual and Sudden and Accident Occurrences</li> <li>Onsite Events (first party coverage)</li> <li>Offsite Events (third party coverage)</li> <li>Insured's Facilities Line Locations are Covered</li> <li>TCEQ Mandate To Take Corrective Action</li> <li>Voluntary Decision to Cleanup and Remediate</li> <li>Duty to Defend</li> <li>Defense inside the limit</li> <li>Punitive Damages</li> <li>Terrorism Risk Insurance Act</li> </ul>
Exclusions included but not limited to:	<ul> <li>Fraud</li> <li>Workers' Compensation</li> <li>War</li> <li>Intended Damages</li> <li>Underground Storage Tank</li> </ul>
Retroactive Date	05/01/2021 or Effective Date of Coverage
injury", "property damage", or "cleanup costs" covered insured because of the same, related or continuous "pot Corrective Action, if applicable, during the "policy period deemed to be a "claim" made during the "Policy Term: Reporting Provision  Duties in the Event of A "Claim", "Suit" or Voluntary "Cleant and the same and the same are same as a suit of the same are same as a suit of the same are same as a same are same are same as a same are same are same are same as a same are	

		Limits
177	Each Occurrence and Aggregate	\$1,000,000
	Each Occurrence and Aggregate	

Deductibles	
Per Claim	\$5,000

Amuai Premium	
Included Premium Summary or Optional Coverage and Limits	

Carrier		
CUMIS Insurance Society, Inc.,	A.M. Best Rating: A XII	Admitted



# Automobile Policy

## SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	Limit	Covered Auto
Hired and Non-Owned Auto Liability	\$1,000,000	8,9

Deductibles	
Liability	None

Exclusions	
Included but not limited to:	<ul><li>Nuclear Energy</li><li>Racing</li><li>War</li></ul>

# **Other Significant Terms**

Subject to Favorable Motor Vehicle Reports and policy terms, conditions, limitations and exclusions.

# **Annual Premium**

Included Premium Summary or Optional Coverage and Limits

# Cumilia Insurance Society, Inc., A.M. Best Rating: A XII Admitted

Covered Autos Symbol	Symbol Name	Description of Covered Designation Symbol
8	Hired Autos Only	Only those autosyou lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

#### Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

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# Excess Liability Policy

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	Limit
Excess Limits Over Underlying Policies	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Excess Coverage  Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Occurrence Policy Form</li> <li>Terrorism Risk Insurance Act</li> <li>Punitive Damages</li> <li>Duty to Defend</li> <li>Host Liquor Liability</li> </ul>
Exclusions included but not limited to:	Defense Cost outside the Limit     Exclusions in Underlying Policies     Access or Disclosure of Confidential or Personal Information     Directors & Officers Liability     War

Schedule of Underlying Limits	Schedule of Underlying Coverages General Liability, Pollution, Auto & WC if purchased	
\$1,000,000	Each Occurrence	
\$3,000,000	General Aggregate	
\$3,000,000	Products and Completed Operations Aggregate	
\$1,000,000	Personal and Advertising Injury	
\$1,000,000	Auto Liability	

Deductibles		
Per Occurrence	None	

# Annual Premium Included Premium Summary or Optional Coverage and Limits

Carrier		
CUMIS Insurance Society, Inc.,	A.M. Best Rating: A XII	Admitted



SENNA HILLS MUD

# Directors & Officers Liability Policy

## SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Directors & Officers Liability  Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Claims Made Policy Form</li> <li>Wrongful Act, Error or Omission</li> <li>Defense for alleged breach of contract</li> <li>Coverage for directors spouse if claim seeks to recover from marital party</li> <li>Punitive Damages</li> <li>Duty to Defend</li> <li>Defense Inside the Limit</li> <li>Pay on Behalf Contract</li> <li>Claims Made</li> <li>Claim Trigger- May report known circumstances that may give rise to a claim</li> <li>Claim includes judicial and administrative proceedings and declaratory or injunctive relief.</li> <li>60 Day Notice of Cancellation / 10 days for Non-Payment</li> <li>100% Defense paid for claims that include covered and non-covered claims. Further, Chubb will not request reimbursement.</li> <li>Attorney selection from extensive expert panel or preapproved attorney.</li> <li>Terrorism Risk Insurance Act</li> </ul>
Exclusions included but not limited to:	<ul> <li>Bodily Injury</li> <li>Property Damage</li> <li>Pollution</li> <li>Cyber Liability, Privacy &amp; Data Breach</li> </ul>
Retroactive Date:	None
Pending/Prior Litigation Date:	05/01/2021 or Current Eff Date of Policy - Directors & Officers

Limits	
\$1,000,000	Per Claim and Aggregate
In Excess of the Above Limits	
\$ 500,000 Dedicated for Executives	D&O Enhancement(s)

# Retention

Directors & Officers Insuring clause 1: None

The above clause clarifies no retention for Individual applies unless the entity agrees to pay it on their behalf

Directors & Officers Insuring clause 2: \$1,500 (Individual)
Directors & Officers Insuring clause 3: \$1,500 (Entity)



# **Claim Definition**

When used in this Coverage Section:

Claim means:

- (1) when used in reference to the coverage provided by Insuring Clause 1 or 2:
  - (a) a written demand for monetary damages or non-monetary relief;

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- (b) a civil proceeding commenced by the service of a complaint or similar pleading;
- (c) a criminal proceeding commenced by the return of an indictment; or
- (d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document, against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom; or
- (2) when used in reference to the coverage provided by Insuring Clause 3:
  - (a) a written demand for monetary damages or non-monetary relief;
  - (b) a civil proceeding commenced by the service of a complaint or similar pleading,
  - (c) a criminal proceeding commenced by the return of an indictment; or
  - (d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document, but only while such proceeding is also pending against an **Insured Person**, against an **Organization** for a **Wrongful Act**, including any appeal therefrom.

Except as may otherwise be provided in Subsection 8(e) of this Coverage Section, or Subsection 4or Subsection 6(b) of the General Terms and Conditions, a **Claim** will be deemed to have first been made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand, when such demand is first received **by** an **Insured**).

# Reporting Provision

- 6. (a) The Insureds shall, as a condition precedent to exercising any right to coverage under any Liability Coverage Section, give to the Company written notice of any Claim as soon as practicable, but:
  - (i) if such Liability Coverage Section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased with respect to such Liability Coverage Section, no later than the sixtieth (6oth) day after the Policy Term date of expiration or termination; or
  - (ii) if an Extended Reporting Period is purchased with respect to such **Liability Coverage Section**, no later than the last day of the Extended Reporting Period.
  - (b) Solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section and the Fiduciary Liability Coverage Section, if:
    - (i) an Insured becomes aware of circumstances during the Policy Period which could give rise to a Claim and gives written notice of such circumstances to the Company as soon as practicable during the Policy Period, or
    - (ii) an Insured receives during the Policy Period a written request to toll or waive a statute of limitations applicable to Wrongful Acts committed, attempted, or allegedly committed or attempted before or during the Policy Period and gives written notice of such request and of such alleged Wrongful Acts to the Company as soon as practicable during the Policy Period,

then any Claim subsequently arising from such circumstances referred to in (i) above, or from the Wrongful Acts referred to in (ii) above shall be deemed to have been first made against the Insured during the Policy Year in which the written notice described in (i) or (ii) above was first given by an Insured to the Company, provided any such subsequent Claim is reported to the Company as set forth in Subsection 6(a) above. With respect to any such subsequent Claim, no coverage under the Directors & Officers Liability and Entity Liability Coverage Section or the Fiduciary Liability Coverage Section shall apply to loss incurred prior to the date such subsequent Claim is actually made.

- (c) Solely with respect to the Employment Practices Liability Coverage Section, if during the Policy Period any Insured:
  - (i) becomes aware of a Potential Employment Claim or Potential Third Party Claim and gives written notice of such Potential Employment Claim or Potential Third Party Claim to the Company as soon as practicable during the Policy Period; and
  - (ii) requests coverage under the Employment Practices Liability Coverage Section for any Employment Claim or Third Party Claim subsequently resulting from such Potential Employment Claim or Potential Third Party Claim;

then any Employment Claim or Third Party Claim subsequently arising from such Potential Employment Claim or Potential Third Party Claim referred to in (i) above shall be deemed to have been first made against the Insured during the Policy Year in which the written notice described in (i) and (ii) above was first given by an Insured to the Company, provided any such subsequent Employment Claim or Third Party Claim is reported to the Company as set forth in Subsection 6(a) above. With respect to any such Employment Claim or Third Party Claim, no coverage under the Employment Practices Liability Coverage Section shall apply to loss incurred prior to the date such subsequent Employment Claim or Third Party Claim is actually made.

- (d) Solely with respect to any Non-Liability Coverage Section, the Insureds shall give notice of a Coverage Event in accordance with the applicable Proof of Loss and Legal Proceedings Subsection of such Coverage Section.
- (e) The Insureds shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company such information, assistance, and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 6(a), (b) or (c) above a description of the Claim, Potential Employment Claim, Potential Third Party Claim or circumstances, the nature of any alleged Wrongful Acts, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such Insured first became aware of the Claim, Potential Employment Claim, Potential Third Party Claim or circumstances.

# **Annual Premium**

Included Premium Summary or Optional Coverage and Limits

## Carrier

Federal Insurance Company, A.M. Best Rating: A++XV Admitted



# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Crime Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Protection for loss caused to named insured through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment.</li> <li>Any Limit purchased applies per employee/consultant up to \$100,000.</li> <li>Any limit purchased \$100,000 and over is provided on a per losses basis rather than each basis.</li> <li>Terrorism Risk Insurance Act</li> </ul>
Exclusions included by not limited to:	<ul> <li>Governmental Action of Seizure or Destruction</li> <li>Accounting or Arithmetical Errors or Omissions</li> <li>Inventory Shortages</li> </ul>
Loss Caused by	Direct Employees
Loss Caused by Consultants for Insured	<ul> <li>Attorney</li> <li>Operator</li> <li>Bookkeeper</li> <li>Engineer</li> <li>Delinquent Tax Attorney</li> </ul>

Deductible		Í
Per Occurrence	None	

# **Annual Premium and Limits**

Included Premium Summary or Optional Coverage and Limits

# Carrier

Hartford Fire Insurance Company, A.M. Best Rating: A+ XV Admitted





## SENNA HILLS MUD

# Effective: 05/01/2021 - 12/25/2021

Description	
Workers' Compensation (Part One ) And Employers Liability (Part Two)  Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Bodily Injury to Employees</li> <li>Terrorism</li> <li>Duty to Defend</li> <li>Defense Cost outside the Limit</li> <li>Covered State Texas Only</li> <li>Include Owner/Officers</li> <li>Network or Out of Network</li> </ul>
Exclusions included but not limited to:	<ul> <li>Voluntary Compensation</li> <li>USL&amp;H</li> <li>Federal Employers Liability Act (Jones Act)</li> </ul>
Audit	Auditable
Subject to Audit	At Expiration
Minimum Premium	• \$250

Limits		
Statutory	Part One - Workers' Compensation	
\$1,000,000	Part Two - Employers' Liability Each Accident	
\$1,000,000	Part Two - Employers' Liability Disease-Policy Limit	
\$1,000,000	Part Two - Employers' Liability Disease-Each Employee	

Exposure Description	Code	Payroll	Rates
Clerical/Directors Only	8810	\$36,000	.018
Water	7520	\$ If Any	3,53

Deductibles	
Per Occurrence	None

# Annual Premium Included Premium Summary or Optional Coverage and Limits

# Carrier

Texas Mutual Insurance Company: A.M. Best Rating: A XV Admitted

## SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

Description	
Business Travel Accident	<ul> <li>Occurrence Policy Form</li> <li>Provides 24 Hour Coverage while traveling on District</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	Business Trips for Accidental Death & Dismemberment.  No Age Reduction Commutation Coverage Included Hijacking/Skyjacking Coverage
	<ul> <li>Relocation Coverage</li> <li>Sojourn of Personal Deviation (7) days</li> <li>Paralysis Benefit</li> </ul>
	Coma Benefit     Rehabilitation Benefit
	<ul> <li>Seatbelt &amp; Occupant Protection Device Benefit</li> <li>Psychological Therapy</li> </ul>
	<ul> <li>Rehabilitation Benefit</li> <li>Adaptive Home and Vehicle Benefit</li> <li>Terrorism</li> </ul>
	Commutation coverage defined: Covers injury resulting from accident which occurs while the Insured Person is commuting directly between his or her residence and place of employment.
Exclusions included but not limited to:	Acrobatics or Stunt Flying     Racing     Crop Dusting

Limits	
\$250,000	Director(s)
\$ 50,000	Spouse
\$ 25,000	Children

# **Annual Premium**

Included Premium Summary or Optional Coverage and Limits

# Carrier

Hartford Life and Accident Insurance Company, A. M. Best Rating: A XV Admitted

# -Optional - Cyber Liability and Security Breach Response Policy

# SENNA HILLS MUD

# Effective: 05/01/2021 - 12/25/2021

Description	
Cyber Security Liability Security Brach Response and First Party Coverage Subject to policy terms, conditions, limitations and exclusions.	<ul> <li>Claims Made Policy Form</li> <li>Duty to Defend</li> <li>Defense Inside the Limit</li> <li>Punitive Damages</li> <li>Electronic Terrorism</li> </ul>
Exclusions included but not limited to:	<ul><li>Mold, Mildew or Fungi</li><li>Act of God</li><li>Pollutants</li></ul>
Retroactive Date	Full Prior Acts
Policy Retention	\$2,500 10 Hour waiting period for Business Income and Digital Asset Restoration \$10,000 Cyber Deception
Optional Extended Reporting Period	Premium 100% One Year Length (12Months)
Policy Limit	\$1,000,000 Limit and Aggregate Optional Limits Available

Coverage Type	
Policy Aggregate Limit of Liability	
Privacy Liability Including Employee Privacy	
Privacy Regulatory Claims Coverage	
(Where insurance by law)	Full Limit and Aggregate
Security Liability	
Multimedia Liability	
PCI DSS Assessment	
Security Breach Response	Full Limit and No Aggregate
Electronic Fraud-	
Telephone Hacking	\$100,000 No Aggregate Limit
Funds Transfer Fraud	\$100,000 No Aggregate Limit
Cyber Deception	\$250,000 with \$250,000 Aggregate Limit
Security Breach Response Coverage	
Legal Advisory	
Forensics Investigations	
Public Relations	Full Limit and Aggregate
Notification Services	
Credit Monitoring	
First Party Coverage	
Cyber Extortion	
Business Income and Digital Asset Restoration	Full Limit and No Aggregate

# **Annual Premium & Limits**

Included Premium Summary or Optional Coverage and Limits



## Carrier

BCS Insurance Company A- XVIII, Admitted (parent company BCS Financial-BlueCross BlueShield)

# **Claim Definition**

#### Claim means:

- 1. A written demand received by "You" for money or services, including the service of a civil suit or institution of arbitration proceedings;
- 2. Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction);
- 3. Solely with respect to Coverage B., a "Regulatory Claim" made against "You";
- 4. A "PCI DSS Assessment"; or
- 5. Solely with respect to Coverage F., a "Cyber Extortion Threat" made against "You". Multiple "Claims" arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved in the "Claim". All such "Claims" shall be deemed to have been made at the time of the first such "Claim" was made or deemed made under Section IXA.

# Proposal Acceptance and Client Authorization To Bind Coverage

#### SENNA HILLS MUD

#### Effective: 05/01/2021 - 12/25/2021

After careful consideration of Gallagher's proposal effective Insert Policy Term we accept the following coverages(s). Please check the desired coverages(s).

		Line of Coverage	Carrier
☑ Accept	☐ Reject	Property, Flood, Earthquake & Earth Movement	Pennsylvania Manufacturers' Association Ins.
⊠ Accept	□ Reject	General Liability, Pollution Liability, Clean up, & Excess Liability	CUMIS Insurance Society, Inc.
⊠ Accept	☐ Reject	H&N Auto Liability	CUMIS Insurance Society, Inc.
⊠ Accept	☐ Reject	Equipment Breakdown (B&M)	Liberty Mutual Fire Insurance Company
☑ Accept	☐ Reject	Directors & Officers Liability	Federal Insurance Company
	☐ Reject	Fee	Gallagher Broker Fee
☐ Accept	☐ Reject	Crime/Consultants (OPTION)	Hartford Fire Insurance Company
☐ Accept	Reject	Worker's Compensation (OPTION)	Texas Mutual Insurance Company
☐ Accept	☐ Reject	Business Travel Accident (OPTION)	Hartford Life & Accident Co.
☐ Accept	Reject	Cyber Security Liability (OPTION)	BCS Insurance Company



TRIA/Terrori	sm Insurance	Line of Coverage	Carrier
☑ Accept	☐ Reject	Bind TRIA Terrorism Coverage Act as quoted	All Carriers

#### Provide Quotations or Additional Information on the Following Coverage Considerations:

		Line of Coverage	Carrier
☐ Yes	☐ No		

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

**Fee Agreement:** In addition to commission received by Gallagher for the policy term reflected herein, effective 05/01/2021, Gallagher will receive a fee of \$250.00 for: maintenance of account.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.aig.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By:	
Signature	Specify: owner, partner or corporate officer
SENNA HILLS MUD	
Print Name	Date



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# Documents Required To Bind Coverage

# SENNA HILLS MUD

Effective: 05/01/2021 - 12/25/2021

# In order to bind coverages, please provide the following documents

- Complete set of Signed Proposal including Acceptance and Client Authorization to Bind (Previous Page)
- Signed Not Profit D&O Application
- Signed BCS Cyber Application (If New Coverage is Elected)
- Payment of Gallagher Invoice Due by 05/01/2021

# CLIENT SERVICES AGREEMENT - EXHIBIT A

## Effective: 05/01/2021 - 12/25/2021

The following outlines services provided by Gallagher over the term of this Agreement:

Use its best efforts to secure the following lines of insurance coverage on Client's behalf:

Package (Property, Flood, General Liability, Pollution, Pollution Cleanup & Remediation, and Excess Liability)
Hired & Non-Owned Auto Liability
Equipment Breakdown (B&M)
Directors & Officers Liability
Crime/Consultants (OPTION)
Cyber w/ Deception (OPTION)
Workers Compensation (Directors only) (OPTION)
Business Travel Accident – (OPTION)

- Request change endorsements, when requested by the client or when otherwise necessary, ensuring accuracy and delivery in a timely manner.
- Administration of insurance program, including policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance, and other program administration, as required by the client.
- Review accounting and billing data received from insurance markets on client's behalf to ensure accuracy.

# CLIENT SERVICES AGREEMENT - EXHIBIT B

#### COMPENSATION RECEIVED BY GALLAGHER

To the best of Gallagher's knowledge at the time of this Agreement, the following is a complete listing of fees to be paid by client to Gallagher under this Agreement.

Broker fee in the amount of \$250.00 on policies written as part of the services set forth in Exhibit A.



# CLIENT SERVICES AGREEMENT - EXHIBIT C

#### COMPENSATION RECEIVED BY GALLAGHER FROM INSURERS AND OTHER THIRD PARTIES

To the best of Gallagher's knowledge at the time of this Agreement, the following is a complete listing of monies received by Gallagher from insurers and other third parties as a result of the services to be performed under this Agreement on Exhibit A.

Commission to be received from insurers for the placement of Coverages as outlined below.

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm. % or Fee 3	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary %
Real & Personal Property, Flood & Earthquake, Inland Marine,	Pennsylvania Manufacturers Assoc. Insurance Company	McKee Risk Mgt.	\$2,404	15%	N/A
Real & Personal Property, Flood & Earthquake, Inland Marine, General Liability Pollution, clean up, Excess	CUMIS Insurance Society, Inc.	McKee Risk Mgt.	\$2,070	15%	N/A
H&N Auto Policy	CUMIS Insurance Society, Inc.	McKee Risk Mgt.	\$65	15%	N/A
Directors & Officers	Federal Insurance Company	N/A	\$1,025	15%	N/A
Crime/Consultants (OPTION)	Hartford Fire Insurance Company	N/A	\$120	20%	N/A
Workers' Compensation (OPTION)	Texas Mutual Ins Co.	N/A	\$400	10%	N/A
Business Travel Accident (OPTION)	Hartford Life and Accident Insurance Company	N/A	\$350	25%	N/A
Equipment Breakdow n	Liberty Mutual Fire Ins Co.	RPS	\$1,356	30%	10%
Cyber Security Liability	BCS Insurance Company	RPS	\$1,830	15%	7.5%

- 1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler,
- 2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
  - \* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
- 3. The commission rate is a percentage of annual premium excluding taxes & fees.



# Guide to A.M. Best Ratings

#### W.I.N. PROGRAM CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category*	Admitted/Non-Admitted**
Allied World Specialty	A XV	Admitted
Chubb/Federal Insurance Company	A++ XV	Admitted
The Ohio Casualty Insurance Company	A XV	Admitted
Texas Mutual	A XV	Admitted
Hartford Life and Accident Insurance Company	A XV	Admitted
BCS Insurance Co.	A-VIII	Admitted
CUMIS Insurance Society, Inc.,	A XII	Admitted
Hartford Casualty Insurance Company	A+XV	Admitted
Hartford Fire Insurance Company	A+XV	Admitted
Great American Insurance Co.	A+XV	Admitted
Old Republic Insurance Company	A+XV	Admitted

<sup>\*</sup>Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <a href="http://www.ambest.com/ratings">http://www.ambest.com/ratings</a>.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change



<sup>\*\*</sup>If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

# Proposal Disclosures

#### PROPOSAL DISCLAIMER

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

#### NAMED INSURED DISCLAIMER

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

#### COMPENSATION DISCLOSURE

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-Out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation\_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 West Golf Rd. Rolling Meadows, IL 60008

#### TRIA/TRIPRA DISCLAIMER

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

## TEXAS HOUSE BILL 89 COMPLIANCE

As required by Chapter 2270, Government Code, Gallagher hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## POOL FUNDING DISCLAIMER

Gallagher does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loos fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

# Claims Reporting

For Chubb D&O policy claims/notice, you may report to:

Any notice to the Company with respect to any coverage section shall designate the coverage section under which notice is being given and shall be treated as notice only under the coverage section(s) so designated. Notice to the company of a claim, potential employment claim or potential third party claim or of circumstances, which could give rise to a claim under any liability coverage section, or of a coverage event under any non-liability coverage section, shall be given in writing addressed to:

Attn: Claims Department

Chubb Group of Insurance Companies

15 Mountain View Road

Warren, New Jersey 07059

All other notices to the company shall be given in writing addressed to:

Attn: Chubb Specialty Insurance Underwriting

Chubb Group of Insurance Companies

15 Mountain View Road

Warren, New Jersey 07059

Any such notice shall be effective on the date of receipt by the Company at such address.

For cyber liability/breach response claims, you may report to:

**Notice of Claim** 

joan.dambrosio@clydeco.us

Clyde & Co. US LLP

101 Second Street, 24th Floor

San Francisco CA 94105

24 Hour Security Breach Hotline

866.288.1705

Baker & Hostetler LLP

45 Rockefeller Plaza

New York, NY 10111-0100

All claims may be reported via email to any of the following:

Michelle Herrera

Client Service Manager

michelle\_herrera@ajg.com

713.275.1506

Jessica Salias

Client Services Manager

jessica\_salias@ajg.com

713.358.5928

Julie Collette

Client Service Manager

julie\_collette@ajg.com

713.243.2182

Nadine Bitner

Client Service Manager

nadine bitner@ajg.com

713.243.2171

Immediately report all claims for all lines of coverage to <a href="mailto:scclaims@ajg.com">scclaims@ajg.com</a> or 855-348-0425.



Appendix

# We help you face your



Insurance | Risk Management | Consulting

Gallagher's holistic approach keeps your total cost of risk—and your best interest—in focus. With expertise where you most need it. Gallagher delivers the solutions that let businesses grow. Communities thrive. And people prosper.



#### HIGHLY SPECIALIZED, DEEP EXPERTISE

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# **OUR APPROACH TO RISK.**



CORE360™ is our unique, comprehensive approach of evaluating our client's risk management program that leverages CORE 360 analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk

## 22+ INDUSTRY PRACTICES

























In First In



#### LEADERS WHERE IT COUNTS

Gallagher Named One of the World's Most Ethical Companies<sup>9</sup> for 2019

The only insurative of the recent ellot shown. Gallogher has been hamed as one of the World's Mist Ethical Companies by the Hts sphers\* Institute a later at each or grain a 12arking the standards or ethics business practices agic type is the row

Gallagher has been designated as one of the "World's Best Employers" by Forbes Magazine for 2018.

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#### SHARED VALUES + PASSION FOR EXCELLENCE = PROMISES DELIVERED

## The Gallagher Way

25 fenets that have guided a ream-oriented culture for 30 + years

#### Social Responsibility

Company wide focus on ethical conduct, employee nealth and welfare, environmental integrity and community service





To access the Gallagher | eRiskHub@now:

- Navigate to https://eriskhub.com/ gallagher
- 2 Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
- 3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

# The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overnew of current market risks and available coverages and a mitorided for discussion purposes any. This publication is not intended to offer legal advice or dient-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company thay attendly have in place or that may be generally available. Crimeral insurance descriptions contained terms do not include complete insurance policy definitions, terms, and/or coverage interpretation. Actual resulted on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

insurance brokerage and related services to be aroused by Arthur J. Gallagner Risk Minnigerrant. Services. Inc. (License No. 3060293) and/or its attitude Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

# eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360 — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk, First, we consult with you to understand all of your actual and potential costs, then—find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center An extensive collection of white papers, articles, webinars, videos
  and blog posts on a variety of topics. (Looking for something specific? Try the search
  box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training An overview of best practices for creating an
  effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources Information on thirdparty vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

# BCS INSURANCE COMPANY 2 Mid America Plaza, Suite 200 Oakbrook Terrace, IL 60181

# Cyber Liability And Privacy Coverage Application

# 94.001-4 (07/19)

CERTAIN COVERAGES OFFERED ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). PLEASE READ THE POLICY CAREFULLY.

"You", "Your Organization", and "Applicant" mean all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

Nam	e of Applicant	Senna Hills MUD			
Mailir	ng Address	12912 Hill Count	ry Blvd., Suite F-	-232	
City		Austin			
State	3	Texas			
ZIP C	Code	78738			
Desc	ription of Applicant's Operations	Utility			
8,0	Wind in the state of the state of the state of the REV	/ENUES			
Ind	icate the following as it relates to the Applicant's fiscal y	ear end (FYE):		Prior	FYE
Gros	ss revenue			\$1,413	3,480
Gro	ss revenue			\$1,413	3,480
Gros		ECURITY SYSTEM		\$1,413	3,480
Gros			Yes		No
C'M	III. NETWORK S  Do "You", or an outsourced firm, back up your data and syste	ems at least once a week,		X	
1. 2.	Do "You", or an outsourced firm, back up your data and syste and store these backups in an offsite location?  Do "You" have anti-virus software and firewalls in place that a	ems at least once a week, re regularly updated (at are of any or have any	Yes	X	No
1.	Do "You", or an outsourced firm, back up your data and syste and store these backups in an offsite location?  Do "You" have anti-virus software and firewalls in place that a least quarterly)?  After inquiry of the "Control Group", as defined, are "You" away.	ems at least once a week, re regularly updated (at are of any or have any rise to a claim? system intrusions, of portable media, hacking	Yes \( \)	X	No No

If the "Applicant" represents a Healthcare organization, Financial Institution or Legal Services (consumer) then the following question MUST be answered:

covi 'Ap	th respect to the information required to be disclosed in response to the questions above, the proposed in erage for any claim arising from any fact, circumstance, situation, event or act about which any member o plicant" had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew ation, event or act prior to the issuance of the proposed policy.	f the "Control Gro	oup" of the				
The heir	ntrol Group" means: board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and functional equivalents of "Your Organization". This does not include any administrative staff who work in the ed positions.	d General Counse the offices of thes	el or se				
	IV. CYBER DECEPTION	<b>生,可是</b>					
1.	Does the "Applicant" have procedures in place requiring two people, processes, or devices to verify any changes in transfer details and obtain authorization when transferring funds in excess of \$10,000 to external parties?	Yes X	No				
2.	Does the <b>Applicant</b> provide training for staff members who transact funds in excess of \$10,000 externally?	Yes X	No				
3.	Have there been any losses for a "Cyber Deception Event" in the past year in excess of \$10,000?	Yes	No X				
1.	After inquiry of the "Control Group", as defined, have there been any claims or circumstances arising from "Cyber Deception Events" which may give rise to a claim that could be covered by the Cyber Deception coverage being applied for?	Yes	No 🔀				
eas	se note that the Cyber Deception Coverage applied will not attach to those matters identified above that a onably expected to give rise to a claim, under the Cyber Deception Coverage. her Deception Event" means:	are claims or may	be				
1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretences; or							
2.	The theft of "Your Organization's" funds as a result of an unauthorized intrusion into or "Security Compressivem" directly enabled as a result of a "Cyber Deception".	omise" of "Your" '	"Computer				
Cor	ntrol Group" means:						
he	operation officer Rick Manager and Operation Officer Rick Manager and	d Coporal Coupos	l or				

No

Do "You" have a written policy which requires that personally identifiable information

stored on mobile devices (e.g. laptop computers / smartphones) and portable media

(e.g. flash drives, back-up tapes) be protected by encryption?

named positions.

their functional equivalents of "Your Organization". This does not include any administrative staff who work in the offices of these

#### **REQUIRED FRAUD WARNING LANGUAGE:**

It is a crime to knowingly and intentionally attempt to defraud an insurance company by providing false or misleading information or concealing material information during the application process or when filing a claim. Such conduct could result in your policy being voided and subject you to criminal and civil penalties.

Signature of Applicant's Authorized Representative	Name (Printed)	
Title	Date	

### Instructions for Using Editable Applications and Important Legal Information:

- 1. Save the document to your local computer.
- 2. Complete the application by providing your responses in the areas provided; utilize the tab key to move ahead to the next field.
- 3. If there is not enough space for any particular question, please include the full response in an additional attachment to your application, as you would if you were completing a paper-based application.
- 4. When you have completed the application, please verify the application for accuracy and completeness before signing the application and forwarding the application to your agent or broker. Do not forward applications directly to Chubb unless you are an agent or broker.
- 5. If you choose to sign the application with a wet signature, please print the final application, sign the application in ink and forward the application to your agent or broker with any necessary supporting materials.
- 6. If you apply your signature to this form electronically, you hereby consent and agree that your use of a key pad, mouse or other device to click the "I Agree" button constitutes your signature, acceptance and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand. Further, you agree that the lack of a certification authority or other third party verification will not in any way affect the validity or enforceability of your signature or any resulting contract. You can apply your signature electronically by clicking on the signature field. Once all signatures have been applied, forward the application to your agent or broker via email. Any necessary supporting materials should be sent via email or postal service to your agent or broker.

If you experience technical difficulties utilizing the document, please contact the Chubb Help Desk at 1-877-747-5266, "Option 2". For all other inquiries please contact your agent or broker. If you are an agent or broker, please contact your local Chubb representative. The document is provided for licensed insurance agents and brokers and their clients only.

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**Coverage Sections Requested** 

Directors & Officers Liability and Entity Liability

I Agree

**Limit of Liability Requested** 

3.000.000

**Retention Requested** 

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	Employment Practices Liability			
	Fiduciary Liability			
	Crime			
	Kidnap/Ransom & Extortion			\$0
JI.	GENERAL INFORMATION:	4		
1.	Name of Applicant: Senna Hills MUD	П		
2.	Applicant's Principal Address: c/o	Willatt & Flickinger, PLLC, 12912 F	lill Country Blvd., Ste. F-232	
	City: Austin	State:TX	Zip Code:78738	<del></del>
3.	State of incorporation:TX	Date established: 4/6/88	Web site address:	
4.	Executive officer authorized to rece	ive notices and information r	regarding the proposed policy:	
	Name: Chet Palesko	Title: President		
	Contact's e-mail address:	Phone:	Fax:	
	For Employment Practices Loss Proor employment law matters:	evention eligibility, indicate th	ne individual responsible for huma	n resources
	Name <sup>.</sup>	Title:	e-mail address:	



## ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application (For Not-for-Profit Organizations with up to 500 employees)

5.	Nature of the <b>Applicant's</b> business:  Municipality - Provide water and wastewater treatment to resident within District boundaries						
6	Does the <b>Applicant</b> now have recognized tax-exempt status under the U.S. Internal Revenue Code?  ☐ Yes ☐ No						
7.	<ul> <li>(a) Does the Applicant have any subsidiaries or control any other entity or organization for which coverage is requested?  ☐ Yes ☑ No If Yes, please attach a description of the operations, ownership, and the tax status of each such entity.</li> <li>(b) Does the Applicant or any subsidiary render any professional services, including but not limited to conducting any standard setting, accrediting, credentialing or licensing activities, for others for a fee? ☐ Yes ☑ No If Yes, please describe: ☐</li> </ul>						
8.	Applicant's most recent year end: Total Revenue:1,413,480.00 Total Assets:12,647,457.00						
9.	In the next 12 months (or during the past 18 months) is the <b>Applicant</b> contemplating (or has the <b>Applicant</b> completed or been in the process of completing):  (a) Any reorganization or arrangement with creditors under federal or state law?  (b) Any branch, location, facility, or office closings, consolidations or layoffs?  Yes V No  If Yes to any part of Question 9, please attach an explanation to this Application.						
10.	Has the <b>Applicant</b> or any person proposed for coverage been the subject of, or involved in, any of the following in the past five years:  (a) Anti-trust, copyright or patent litigation?						
11,	Other than those identified in your response to Question 10, has any claim been brought at any time during the last 5 years against: (i) any <b>Applicant</b> or (ii) any proposed insured individual in his or her capacity as a director, officer or trustee of any entity?  Yes V No <b>If Yes</b> , please attach a full description of the details.						
12.	Has the <b>Applicant</b> given notice of any claim, circumstance or potential claim to any insurer under any of the coverages to which this application relates? ☐ Yes ☑ No <b>If Yes</b> , attach a full explanation of the claim, circumstance or potential claim and amount of payment made by insurer, if any.						
Miss	souri Applicants/Agents: Do <u>NOT</u> Answer Question 13						
13.	Has the <b>Applicant</b> been declined, canceled or non-renewed for any of the coverages to which this Application relates? ☐ Yes ☑ No <b>If Yes</b> , please attach an explanation.						
III.	EMPLOYMENT PRACTICES INFORMATION:						
1.	Employee count:  (a) Full time employees:  (b) Part time employees (include leased and seasonal):  (c) Number of employees located in California:  (d) Number of volunteers:						



### ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application (For Not-for-Profit Organizations with up to 500 employees)

<ol> <li>3.</li> </ol>	Does the <b>Applicant</b> have written procedures in place regarding:  (i) Equal Opportunity Employment:  (ii) Anti - Discrimination:  (iii) Anti - Sexual Harassment:  If <b>No</b> to any of the above, please attach a full explanation.  During the past 3 years, has any <b>Applicant</b> in any capacity, been involved in any of the						
	following matters?  (a) EEOC, NLRB or other similar administrative proceeding?  (b) Employment-related civil suit?  If Yes to either of the above, please attach a full description of the details.						
4.	What was the annual employee turn Past Year:% 1 Year Pro	evious:	% 2 Years				
5.	How many involuntary terminations I	nave occurred	l in: Past Year:	1 Year Previous:			
IV.	OPTIONAL THIRD-PARTY INFOI APPLICANT: Please complete the		nly if requesting th	is coverage.			
1.	Does the <b>Applicant</b> have established written policies or procedures:  (a) Outlining employee conduct when dealing with third parties, including non-discrimination and non-harassment statements?  (b) For responding to complaints of harassment, discrimination or civil rights violations from third parties?  Yes No						
2.	What percentage of the <b>Applicant's</b> public?%	employees a	nd volunteers have	direct contact with the	e general		
3.	Has the <b>Applicant</b> ever had any action or civil suit brought against it by a customer, client or third party alleging harassment, discrimination, or civil rights violations?  If <b>Yes</b> , please attach a full description of the details.						
V.	FIDUCIARY INFORMATION:						
1.	Please complete the following inform	ation regardir	ng the Applicant's	employee benefits pla	an(s).		
	Plan name (do not include health and welfare plans)	Type of plan*	Plan assets (current year)	Underfunded by more than 25%? (DBP only)	Number of plan participants		
	*Types of Plans: Defined Contribution Defined Benefit Plan			Stock Ownership Plan = nefit Plan or Top Hat Pla			
2.	Does the <b>Applicant</b> handle any inve	stment decisi	ons in-house?		□Yes □No		
3.	Does each of the <b>Applicant's</b> employee benefit plans conform to the standards of eligibility, participation, vesting and other provisions of ERISA?    Yes   No   If No, please explain:						



## ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application (For Not-for-Profit Organizations with up to 500 employees)

	ast activities:							
(a)	, , , , , , , , , , , , , , , , , , , ,	ound guilty		neld lial	ole for a breach o	of trust?	]	☐Yes ☐ No ☐Yes ☐ No
(b)	) Has there been any	assessme	ent of fe	es, fine	es or penalties ag	gainst any of t	the <b>Applicant</b> '	's employee
	benefit plans under program administer	any volun ed by the	tary cor	npliand	e resolution prog ther government	ram or simila authority?		tlement □Yes □ No
	If Yes, to any of the						-	
	CRIME INFORMATION	l:						
Do	pes the Applicant:							
(a)	) Maintain a list of au				inggan saaka			☐ Yes ☐ No
(b)	authorized master v	endor list	prior to	issuinc	payment?			☐ Yes ☐ No
(c)	Allow the employee or handle deposits?	s who rec	oncile tl	ne mon	thly bank statem	ents to also s		☐ Yes ☐ No
Do	oes the <b>Applicant</b> perfo	rm pre-em	nployme	ent refe	rence checks for	all its potentia		_
if	<b>No</b> , please attach an ex	planation.						
Ple	ease describe the servi	ces the Ap	plican	t provid	les for clients:			
LC	OSS EXPERIENCE: Lis	st all emplo	oyee the	eft, burg	glary, robbery, fo	rgery, compu	ter fraud or oth	ner crime
los	sses discovered by the s ss, description and total	Applicant	in the p	oast five	e years. Itemize	each loss sep	parately; includ	ding date of
108	ss, description and total	amount (a	allacri a	luullion	ai pages ii neces	sary).		
i. 1		<b>.</b>						
	KIDNAP/RANSOM AN	DEXIOR	IION II	NFORM	IATION:			
Ple	ease complete the follo	wing inforr	mation r	egardir	ng the foreign tra	vel of the Apı	<b>plicant's</b> empl	loyees:
Co	untry Visited	Number	of annu	ıal trips	Average sta	ау	Number of	employees
	PRIOR INSURANCE (N	NOTICE - A	APPLIC	ABLE	TO THE LIABIL	ITY COVERA	AGE SECTION	IS ONLY):
	ease complete the char Indicate those coverage		v purch	ased: a	and			
	Attach a copy of all app					or any prior ir	surers.:	
L	iability Coverage		Yes	No	Insurer	Limit	Retentio	n Policy
				_				Period
	Pirectors & Officers And iability	d Entity				\$		
								-
b. E	imployment Practices	Liability				\$		
c. F	iduciary Liability					\$		
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# ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application

(For Not-for-Profit Organizations with up to 500 employees)

IMPORTANT: The Company will be relying upon the declarations and statements contained in such prior application(s) and the **Applicant** understands and agrees those declarations and statements shall be considered to be incorporated in, and form part of any policy issued by the Company.

# IX. PRIOR KNOWLEDGE (NOTICE APPLICABLE TO THE LIABILITY COVERAGE SECTIONS ONLY): The Applicant must complete the Prior Knowledge Statement below:

If the Applicant answered "No" to any Liability Coverage listed above; or
If the Applicant is requesting larger limits in Section I, REQUESTED COVERAGE, than are currently purchased as indicated in Item VIII (1) of this Application.

The **Applicant** understands and agrees the Prior Knowledge Statement below applies to those liability coverage types for which no coverage is currently maintained; and to those liability coverages for which the **Applicant** is requesting limits of liability greater than currently maintained.

PRIOR KNOWLEDGE STATEMENT: No person or entity proposed for coverage is aware of any fact, circumstance or situation which he or she has reason to suppose might give rise to a future claim that would fall within the scope of any of the proposed liability coverages for which the Applicant does not currently maintain insurance, or within any of the larger limits of liability sought by the Applicant, except: None ✓or

Without prejudice to any other rights and remedies of the Company, the **Applicant** understands and agrees that if any such fact, circumstance, or situation exists, whether or not disclosed above, any claim or action arising from any such fact, circumstance, or situation is excluded from coverage under the proposed policy, if issued by the Company.

#### X. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

### XI. DECLARATIONS, FRAUD WARNINGS AND SIGNATURE

The **Applicant's** submission of this Application does not obligate the Company to issue, or the **Applicant** to purchase, a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Application.

The undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance declares that to the best of his or her knowledge and belief, after reasonable inquiry, the statements made in this Application and in any attachments or other documents submitted with this Application are true and complete. The undersigned agrees that this Application and such attachments and other documents shall be the basis of the insurance policy should a policy providing the requested coverage be issued; that all such materials shall be deemed to be attached to and shall form a part of any such policy; and that the Company will have relied on all such materials in issuing any such policy.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a Claim or potential Claim.

Notice to Arkansas, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.



# ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application

(For Not-for-Profit Organizations with up to 500 employees)

**Notice to Colorado Applicants:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

**Notice to District of Columbia Applicants:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Notice to Florida Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Notice to Kentucky Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Notice to Louisiana and Rhode Island Applicants:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to Maine, Tennessee, Virginia and Washington Applicants:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Notice to Alabama and Maryland Applicants:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Notice to New Jersey Applicants:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Notice to Oklahoma Applicants:** Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony.

**Notice to Oregon and Texas Applicants:** Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**Notice to Pennsylvania Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



# ForeFront Portfolio<sup>SM</sup> For Not-for-Profit Organizations New Business Application

(For Not-for-Profit Organizations with up to 500 employees)

**Notice to Puerto Rico Applicants:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**Notice to New York Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Date	Signature*		Title				
		Chief	Executive Officer				
*This Application must be signed by the chief executive officer of the Organization acting as the authorized representative of the person(s) and entity(ies) proposed for this insurance.							
Please attach a copy of the	following for every Applican	t seeking cove	rage:				
<ul> <li>✓ Most recent CPA prepared financial statements</li> <li>✓ Most recent CPA Letter to Management and management's response (if this Letter is not issued, so indicate)</li> </ul>							
Produced By: Agent Name:	Kim Courte	A	gency: Arthur J Gallager				
Agency Taxpayer ID or SS No.:Agent License No.:							
Address: 1900 West Loop Sout	h, Suite 1600			_,			
City: Houston	State:	TX	Zip:_77027				

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# Arthur J. Gallagher & Co. 1900 West Loop South, Suite 1600

Houston, TX 77027

Phone: 800-222-9044 Fax: 713-358-5245

Senna Hill MUD

Lisa@bottdouthitt.com

Attn: Lisa Wald of Bott & Douthitt



### **Premium Summary**

Customer#	SENNHIL-01
Summary	ALL LINES
Amount Due	7,170.00
Payment for:	Insurance 21-22

Thank You

operty eneral Liab, Pollution & Excess Liab red & Non-Owned Auto biler & Machinery	\$7,170.0
NDICATE CUSTOMER # ON ALL CHECKS!	
	Total
	<b>\$7,170.0</b>
	Thank You
	HORT TERM PREMIUM DUE IF 05/01/2021 to 12/25/2021  NDICATE CUSTOMER # ON ALL CHECKS!  Please Pay This Amount ake Check Payable to: Arthur J. Gallagher emittance address: 1900 West Loop South, Suite 100, Houston, TX 77027

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