



Texas Workforce Commission



Inland Marine Insurance Proposal

Presented by Courtney Ramirez
Date Presented February 8, 2024

Alliant Insurance Services, Inc.
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Your Service Team

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Named Insured

Texas Workforce Commission

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Property Coverage

	Present Coverage	Proposed Coverage
Insurance Company	Hartford Fire Insurance Company	Hartford Fire Insurance Company
A.M. Best Rating	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of August 22, 2022	A+ (Superior), Financial Size Category: XV (Greater than or Equal to \$2 Billion) as of August 24, 2023
Standard & Poor's Rating	A+ (Strong) as of August 15, 2022	A+ (Strong) as of August 17, 2023
Texas Status	Admitted	Admitted
Policy/Coverage Term	February 10, 2023 to February 10, 2024	February 10, 2024 to February 10, 2025
Policy #	72 MS CE2733 K2	72 MS CE2733

Coverage Form	Miscellaneous Property Coverage Form – MS 00 20 12 85 – “All Risk”	Miscellaneous Property Coverage Form – MS 00 20
Coverage	Unscheduled Vending Machine Equipment and Food Service Equipment	Food Service, Vending Machine Equipment & Related Parts/Accessories
Total Insured Value	\$ 5,452,359	\$ 5,762,425
Limits	\$ 5,452,359 Maximum Limit \$ 1,000,000 Per Occurrence \$ 50,000 Per Item Sub-limit \$ 645,235 Bet Warehouse Inventory \$ 4,807,124 Bet Cope Sorm	As per SOV

Property Coverage - Continued

	Present Coverage	Proposed Coverage
Deductible	\$ 25,000 Wind/Hail	\$ 100,000 Wind/Hail
	\$ 5,000 All Other Perils	\$ 10,000 All Other Perils
Rate Per \$100 of Value	0.176	0.438
Coverage Territory	The United States of America, Puerto Rico or Canada	The United States of America, Puerto Rico or Canada
Endorsement & Exclusions (including but not limited to)	<ul style="list-style-type: none"> • Texas Flood Insurance Disclosure Notice • Common Policy Conditions • Goods and Services Endorsement • Disclosure Pursuant to Terrorism Risk Insurance Act • U.S. Department of The Treasury, Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders • Trade or Economic Sanctions Endorsement • Texas Changes - Loss Payment • Texas Changes – Cancellation and Nonrenewal • Commercial Inland Marine Conditions • Cap on Losses from Certified Acts of Terrorism • Deductible Endorsement • Commercial Inland Marine Schedule of Property Covered • Texas Changes • Flood, Earthquake and Volcanic Eruption Exclusion 	<ul style="list-style-type: none"> • Texas Flood Insurance Disclosure Notice • Common Policy Conditions • Goods and Services Endorsement • Disclosure Pursuant to Terrorism Risk Insurance Act • U.S. Department of The Treasury, Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders • Trade or Economic Sanctions Endorsement • Texas Changes - Loss Payment • Texas Changes – Cancellation and Nonrenewal • Commercial Inland Marine Conditions • Cap on Losses from Certified Acts of Terrorism • Deductible Endorsement • Commercial Inland Marine Schedule of Property Covered • Texas Changes • Flood, Earthquake and Volcanic Eruption Exclusion

Property Coverage - Continued

	Present Coverage	Proposed Coverage
Endorsement & Exclusions – Continued (including but not limited to)	<ul style="list-style-type: none"> • Important Notice • Producer Compensation Notice • Commercial Inland Marine Change Endorsement • Mid-term Endorsements 	<ul style="list-style-type: none"> • Important Notice • Producer Compensation Notice • Commercial Inland Marine Change Endorsement • Mid-term Endorsements
Total Cost Excluding TRIA	Not Applicable	Not Applicable
Total Cost Including TRIA	\$ 9,596.00 Policy Premium \$ 96.00 TRIA Premium <u>\$ 37.00 Mid-term Endorsement Premium</u> \$ 9,729.00 Total Cost	\$ 25,082.00 Policy Premium <u>\$ 251.00 TRIA Premium</u> \$ 25,333.00 Total Cost
Minimum Earned Premium	\$ 500.00	Per Policy
Policy Auditable	Yes	Yes
Quote Valid Until	No Longer Applicable	February 10, 2024
Binding Conditions	No Longer Applicable	A written request to bind coverage

***Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

See Disclaimer Page for Important Notices and Acknowledgment

Disclosures

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

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

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

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

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

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

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

NY Regulation 194

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

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

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

Privacy

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

Other Disclosures / Disclaimers

FATCA:

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

Guarantee Funds

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

Other Disclosures / Disclaimers - Continued

Claims Reporting:

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

Changes and Developments

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

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

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

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

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

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

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

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

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

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Crime / Employee Dishonesty / Computer Fraud / Social Engineering / Increased limits
- Business Income/Extra Expense
- Cyber Risk
- Directors & Officers Liability
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Employment Practices Liability
- Equipment Breakdown
- Fiduciary Liability
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Umbrella / Excess Liability (Increased Liability Limits)
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

Texas Workforce Commission

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Inland Marine	<input checked="" type="checkbox"/>

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

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

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

<u>Susan Miller</u>	<u>2/9/2024</u>
Signature of Authorized Insured Representative	Date
<u>Business Operations Deputy Director</u>	
Title	
<u>Susan Miller</u>	
Printed / Typed Name	

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

Electronic Delivery Option Form

Alliant Insurance Services, Inc. may be required by law to obtain consent from insureds prior to providing electronic delivery of documents, including the policy.

You currently have selected Option 1 2 3 4

Please note you may change your option at any time. If you have not previously selected an option, please select one of the following:

- ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**
I elect to receive all my documents electronically and acknowledge I may no longer receive paper copies unless I sign a new form requesting both electronic and paper copies or specifically request them.
- ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY AND PAPER DELIVERY**
I elect to receive both electronic and paper copies of my insurance policy and supporting documents.
- REJECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**
I reject the option to receive my insurance policy and supporting documents electronically. I will receive paper copies of such documents.
- ELECTION TO WITHDRAW CONSENT OF ELECTRONIC DELIVERY**
I withdraw my previous consent of electronic delivery of my insurance policy and supporting documents. I elect to receive paper copies of such document going forward.

Texas Workforce Commission

Named Insured: ACCTNAME

Susan Miller	Business Operations Deputy Director
Print Name of Authorized Representative	Title
<i>Susan Miller</i>	2/9/2024
Signature of Authorized Representative	Date Signed

If you have selected electronic document delivery, please provide the email address for the individual(s) who should receive these documents. If this information changes, please provide updated details to your service team.

This selection remains intact until revised by you.



Irvine-Alliant Insurance Services, Inc.
 Alliant Insurance Services, Inc.
 PO Box 744963
 Los Angeles, CA 90074 - 4963
 Phone: (949) 756-0271

Texas Workforce Commission
 101 E. 15TH St. Room 370
 Austin, TX 78778

Invoice # 2471	Page 1 of 1
ACCOUNT NUMBER	DATE
BUSIENT-01	2/8/24
BALANCE DUE ON	AGENCY CODE
3/10/2024	200
AMOUNT PAID	AMOUNT DUE
	00500000

Pay your Invoice via ACH
 using AlliantPay
<https://billpay.alliant.com>

Insured Payment Information Only

Client:	Texas Workforce Commission	Policy:	Inland Marine
Policy Number:	72MSCE2733K2	Effective:	2/10/2024 to 2/10/2025
Insurance Carrier:	Hartford Fire Insurance Compa		

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
	2/10/2024	3/10/2024	RENB	24-25 IM Renewal	\$25,112.00
			RENB	CCRC Freezer & Refrigerator Premium	\$ 221.00
Total Invoice Balance:					\$25,333.00

PLEASE MAIL A COPY OF THIS INVOICE WITH PAYMENT AND/OR INCLUDE CLIENT LOOKUP CODE/INV#/POLICY# ACH/Wire Reference: Include your ten-digit Client Account Number and Invoice Number (both can be found in the top right of this invoice). E-mail remittances to AccountsReceivable@alliant.com

REMITTANCE ADDRESS

AIS Trust Account Newport
 PO Box 744963
 Los Angeles, CA 90074 - 4963

OVERNIGHT/COURIER ADDRESS

Bank of America Lockbox Services
 Lockbox 744963
 2706 Media Center Drive
 Los Angeles, CA 90065-1733

ACH/WIRE PAYMENTS

Bank of America
 Alliant Insurance Services, Inc. Trust Account
 Account Number: 001453355421
 ACH Routing Number: 122000661
 Wire Routing Number: 026009593
 SWIFT: BOFAUS3N (US Domestic), BOFAUS6S (Foreign Currency)

ACH/Wire Reference: Include your ten-digit Client Account Number and Invoice Number (both can be found in the top right of this invoice)

E-mail remittances to accountsreceivable@alliant.com.

Pay your Invoice via ACH using AlliantPay <https://billpay.alliant.com>

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

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

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at www.alliant.com. For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101