



Insurance Proposal for

Collin County Government

10/1/2014 - 10/1/2015

Presented by:

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Products and services are offered through Wells Fargo Insurance Services USA, Inc. and Wells Fargo Insurance Services of West Virginia, Inc., non-bank insurance agency affiliates of Wells Fargo & Company.

Products and services are underwritten by unaffiliated insurance companies except crop and flood insurance, which may be underwritten by an affiliate, Rural Community Insurance Company. Some services require additional fees and may be offered directly through third-party providers. Banking and insurance decisions are made independently and do not influence each other.

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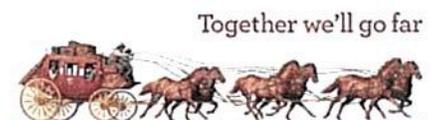


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Service team

Sales Executive

Manages your overall account, and brings all of Wells Fargo's resources together for your benefit.

Account Executive

Responsible for completing all technical transactions regarding the delivery and maintenance of insurance and underwriting services.

Account Representative

Primary contact for day-to-day service. Handles questions you may have, monitors your account, processes endorsement requests and invoices.

Claims

Advocates on claims to troubleshoot servicing issues, answer questions about the claims process and assist with optimizing claims outcomes.

Risk Control

Conducts site inspections, provides loss control insights, and acts as your advocate in relation to carrier loss control representatives.

Certificates of insurance

Other telephone numbers

Office hours

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8 a.m. – 5 p.m. Central Standard Time M - F

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Payment information

Payment address:

Wells Fargo Insurance Services USA, Inc.
P.O. Box 203383
Dallas, TX 75320-3383

Overnight Payment Deliver:

Wells Fargo Insurance Services USA, Inc.
Attn: Lockbox Services, LB#203383
2975 Regent Blvd.
Irving, TX 75063

Wiring instructions:

Wells Fargo Bank
1 Montgomery Street
San Francisco, CA 94104
Swift code: WFBIUS6S
Wire Transit Routing #: 121000248
ACH Transit Routing #: 091000019
Account Name: Wells Fargo Insurance Services USA, Inc.
Account #: 1806327431
Reference: DAL-0740
(Indicate Policy # and Invoice #)

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General provisions

Please read this document carefully, and advise if any provisions contained herein are unclear or incorrect, and advise your Wells Fargo Insurance Services USA, Inc. ("Wells Fargo Insurance") team immediately if any coverage is not reflected correctly or if any risks or potential risks have not been identified.

This document states the A. M. Best Company rating for each listed insurance company. Ratings are based on overall performance and financial strength. Performance ratings range from a low of "C-" to the highest rating assigned, "A++." Some insurance companies are subject to "Not-Assigned" categories. Financial size categories range from "I" (up to \$1,000,000 in surplus) to "XV" (\$2,000,000,000 or more in surplus).

Admitted insurance companies afford certain regulatory protection not extended to non-admitted insurance companies. For example, your state's Insurance Guarantee Association does not offer its loss protection to non-admitted insurance companies in the event of insolvency.

When, in Wells Fargo Insurance's judgment, it is necessary or beneficial to do so, we will utilize the services of other intermediaries, sometimes referred to as Wholesalers or Managing General Agents (MGA's), to assist in accessing coverage for insureds or prospects. Such wholesale intermediaries may or may not be affiliated with Wells Fargo Insurance, and would be compensated by the insurance company out of insured-paid premiums.

In some instances, insurance coverage placements made by Wells Fargo Insurance require the payment of state surplus lines tax and fees, in addition to the insurance premium itself. Wells Fargo Insurance will attempt to identify any such applicable tax and fees in advance of requesting coverage bound. In all instances, however, payment of any surplus lines tax and fees is the sole responsibility of the insured.

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Who we are

We value personal relationships and exceptional client service, and we recognize that each client's insurance needs are unique. So we make it our business to know your business.

As one of the largest insurance brokerages in the world, we have worked hard to establish trusted relationships across the country. Our local teams are ready to serve corporations, public entities, private companies, nonprofit organizations, and high-net-worth individuals.

Because of our size and our close relationships with highly rated insurance carriers, we are able to negotiate excellent rates and obtain access to select products. When you work with Wells Fargo Insurance, we can recommend optimal solutions with very competitive pricing.

Consider our advantages:

- **Financial strength.** Thanks to the power of Wells Fargo, we have capital resources that insurance-only brokerages often don't.
- **Resources.** We connect sales and services teams across the country, all of whom share practical advice and risk mitigation approaches. This gives you access to our national resources through our local offices.
- **Experience.** Our industry practice groups have years of experience working within targeted segments. We go beyond standard insurance recommendations by applying in-depth industry knowledge that typically isn't found in smaller firms.
- **Technology.** Our value isn't just the solutions we create – it's how we deliver them. Our leading-edge technology can streamline operations and help reduce administration.
- **Flexibility.** Thanks to our extensive domestic and global brokerage network, we can offer a variety of choices versus a one-size-fits-all solution.
- **Convenience.** Whether by phone, online, or in person, we're available to provide guidance and answers at times when it matters most.
- **Efficiency.** Since we're part of Wells Fargo, we can help you consolidate multiple financial services with a single provider.

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Property and casualty resources*

Employment Law Online Services

Credible, convenient, and quick advice — documented advice is available online and toll-free from experienced employment law attorneys. Receive documented, confidential answers to your specific human resources/employment law questions no later than the end of the next business day.

Summit Trainingweb

As a component of our risk control support, our clients have access to over 150 online safety courses. Our value-added tool through Summit Training Source is the premier resource for environmental, health, and safety training solutions.

Crisis Response Public Relations Hotline

Conventional wisdom says that people are inclined to believe the first story they hear. That makes communicating first, effectively, and across multiple channels critical to successfully navigating a crisis. Wells Fargo Insurance now offers the means to manage your crisis. A third party provider to support a 24/7 Public Relations Crisis Response Hotline may be used and made available to Wells Fargo Insurance clients.

Workers' compensation experience modification management

To help our clients reduce costs, Wells Fargo Insurance may utilize NIAS, Inc. and the AcuComp Process to enable favorable adjustments to our clients' experience modification factor.

Risk management

Insurance premiums represent only one component within your Total Cost of Risk. The risks that you retain in the form of deductibles or retentions represent significant opportunities for risk control and expense management.

Wells Fargo Insurance will tailor a service plan to meet your needs. The following is a sample of additional services that we provide.

- Risk control and engineering
 - Risk evaluation and assessment
 - Environmental, health, and safety training advisors
 - Consulting on property protection and engineering
 - Regulatory review and compliance services
 - Fleets and transportation risk
- Financial analytics
 - Loss forecast and accrual analysis
 - Risk retention analysis
 - Program comparison and cash flow modeling
 - Cost of risk allocation
 - Risk bearing capacity analysis
 - Benchmarking
- Claims consulting and solutions
 - Claims program best practices
 - Claims services administrator marketing and selection
 - Claims services provider auditing and quality measurement
 - Claims program analytics and metrics

**Some services require additional fees and may be offered directly through third-party providers.*

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A note about “Claims Made” policies

Some of the quotes provided in this proposal **may be** offered on a Claims Made or a Claims Made and Reported basis. A brief description of Claims Made and Claims Made and Reported forms is included below for your reference.

Claims Made

1. Under a **claims-made** form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an **occurrence** form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.
2. If your policy has a **retroactive date**, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called “tail” coverage) must be requested within a specific time frame and the additional premium, which typically is required prior to the tail period begins, is fully earned.

Claims Made and Reported

A type of claims made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply.*

**Source: IRMI Glossary of Insurance and Risk Management Terms.*

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CyberSure® quick reference guide

Property and casualty

CyberSure® web-based customer service and support available 24/7/365.

Your business never stops. Why not partner with the broker that never closes?

Plus “answers”:
Online training solutions and disaster recovery planning available at a modest fee.

*CyberSure® is available at **no cost** to you. Take advantage of this time-saving tool. Contact your account team today and request a CyberSure® login!*

Available for property and casualty clients:

E-services

Certificate management

Issue your own certificates in the same amount of time it takes to submit a request to your broker. Store copies online and “go green.”

Claims management

Report claims and monitor history.

Fleet management

Manage changes to your fleet of autos.

Policy requests and changes

Add, change, or delete locations, equipment, and other exposures.

My account team

A customized directory of all those who support your risk management and insurance program.

My documents

Collaborate with your account team via convenient and secure upload and download of documents.

Resources

Loss prevention

Your Safety Committee’s one-stop shop for loss prevention resources.

Country guides

Ensure compliance with international insurance regulations.

Risk management “toolbox”

Articles, checklists, and other resources customized for a wide array of industries.

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Premium overview

| Coverage | Annual Premium |
|--|--------------------------|
| Commercial Package | \$405,979 |
| Meyers Park General Liability | \$9,500 |
| Healthcare Facilities Professional liability | 25,106 25,698 |
| Total premium | \$441,177.00 |

\$440,585
(Before TRIA)

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Premium overview

Premium payment options

Option

I. Payment in full

Amount
~~\$441,177.00~~

\$ 445,074.70

As a course of business, Wells Fargo Insurance is required to pay premiums to insurers on a monthly basis. In return we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

Note: Payment calculations may vary slightly upon policy issuance.

Direct bill and premium finance notification

If coverage is issued on a direct bill basis, i.e. billed to you directly by your insurance company, or if you select to have your premium financed through a premium finance company, please note the following information.

If your premium payment does not reach the carrier by the due date, they may send out a notice of late payment, or intent to cancel. Copies of these notices may not be received by Wells Fargo Insurance until after the policy has been cancelled. In the event that you receive such a notice, please contact our office immediately.

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Named insureds

Note: Any entity not named as an insured may not be covered under this policy. This includes partnerships, joint ventures, and newly formed entities of any type.

| Named insured | Applicable policies |
|--------------------------|---------------------|
| Collin County Government | All policies |

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Commercial package (property)

Named insured: Collin County Government

Insurance carrier: Atlantic Specialty Insurance Company – Admitted
A.M. Best rating: A XI as of 2014

Policy number: TBD

Policy term: October 1, 2014 to October 1, 2015

Premium: \$ 405,977 (Exclusive of Terrorism)

Property Location Coverage

| Loc # | Building | Coverage | Limit | Deductible | Val |
|-------|----------|--------------------------------|-------------|------------|-----|
| 1 | 1 | Business Personal Property | \$1,000 | \$1,000 | RC |
| | | Money & Securities Loss Inside | \$1,000,000 | \$5,000 | |
| | | Money & Securities Los Outside | \$1,000,000 | \$5,000 | |

Property Location Coverage

| Loc# | Building | Coverage | Limit | Deductible | Val |
|------|----------|----------------------------------|-------------|------------|-----|
| 1 | 1 | Employee Theft | \$1,000,000 | \$5,000 | |
| | | Forgery & Alteration | \$1,000,000 | \$5,000 | |
| | | Money Order Counterfeit Currency | \$1,000,000 | \$5,000 | |
| | | Computer Fraud | \$1,000,000 | \$5,000 | |

Property Policy Coverage Enhancements

| Loc# | Building | Coverage | Limit | Deductible | Val |
|------|----------|----------------------|----------|------------|-----|
| 1 | 1 | ERISA Employee Theft | \$25,000 | \$0.00 | |
| | | Per Occurrence | | | |

Property Excluded Coverage

| Loc # | Building | Coverage | Limit | Deductible | Val |
|-------|----------|------------------------------------|-------|------------|-----|
| 1 | 1 | The following coverage is excluded | | | |
| | | BI or EE Utility Services | | | |
| | | Building Ordinance | | | |
| | | Reward | | | |
| | | Contractual Penalties | | | |
| | | Property in Transit | | | |
| | | Hardware and Media | | | |

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Commercial package (property continued)

| Loc# | Building | Coverage | Limit | Deductible | Val |
|------|----------|---|-------|------------|-----|
| | | Business Income and Extra Expense | | | |
| | | Dependent Properties | | | |
| | | Business Income w/o EE | | | |
| | | Dependent Properties | | | |
| | | BI or EE Utility Services - Policy | | | |
| | | Business Income w/o EE w/ALS | | | |
| | | Green Upgrades Additional Coverage | | | |
| | | Bucket | | | |
| | | International Air Shipments | | | |
| | | Property at Other Locations | | | |
| | | Credit, Debit or Charge Card Forgery | | | |
| | | Newly Acquired or Constructed Property | | | |
| | | Claim Expense | | | |
| | | Automatic Seasonal Increase (Peak Season) | | | |
| | | Brands and Labels Expense | | | |
| | | Food Contamination | | | |
| | | Newly Acquired Property Business Income | | | |
| | | Extra Expense | | | |
| | | Lessee's Leasehold Interest Coverage | | | |
| | | Lessor's Lease Cancellation | | | |
| | | Lessor's Tenant Relocation Expense | | | |
| | | Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria | | | |
| | | Electronic Data Damage or Destruction - Cyber Vandalism - Employee | | | |
| | | Electronic Data Damage or Destruction - Cyber Vandalism - Non-Employee | | | |
| | | Electronic Data Loss of Income and Extra Expense - Cyber Vandalism - Employee | | | |

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Commercial package (property continued)

| Loc# | Building | Coverage | Limit | Deductible | Val |
|------|----------|---|-------|------------|-----|
| | | Electronic Data Loss of Income and Extra Expense - Cyber Vandalism - Non- Employee | | | |
| | | Denial of Service Coverage | | | |
| | | California Hardware, Media and Electronic Data Earthquake | | | |
| | | Preservation of Property - Expense | | | |
| | | Lock Replacement | | | |
| | | Catastrophe Allowance | | | |
| | | Expediting Expenses | | | |
| | | Soft Costs | | | |
| | | Temporary Relocation of Property | | | |
| | | Coverage During Renovation or Remodeling | | | |
| | | Salesmen's Samples | | | |
| 1 | 1 | Pollutant Clean Up and Removal | | | |
| 1 | 1 | Debris Removal | | | |
| 1 | 1 | Special Theft Limits of Insurance | | | |

Coinsurance

| | | Coverage | Limit | Deductible | Val |
|--|-----|---|-------|------------|-----|
| | 90% | Coinsurance Applies to following coverage: | | | |
| | | Business Personal Property | | | |
| | | Loc/Bldg: 1/1 | | | |

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Commercial package (General liability continued)

| Loc# | Building | Coverage | Limit | Self-Insured Retention |
|------|----------|--|-------------|------------------------|
| 1 | 1 | General Aggregate | \$1,000,000 | |
| | | Products/Completed Operations Aggregate | \$1,000,000 | |
| | | Coverage A Bodily Injury and Property Damage | | |
| | | Each Occurrence | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Each Occurrence | | |
| | | Coverage B Personal and Advertising Injury | | |
| | | Each Occurrence | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Each Offense | | |
| | | Damage to Premises Rented to You | \$1,000,000 | |
| | | Each Occurrence | | |
| | | Coverage C Health Care and Social Services – Each Wrongful Act | Not Covered | |
| | | Medical Expense | Not Covered | |

General Liability Location Coverage

| Loc # | Building | Coverage | Deductible |
|-------|----------|---|------------|
| | | Class: 44115 | |
| | | General purpose government risks organized as counties | |
| 1 | 1 | Coverage A&B | \$50,000 |
| | | Class: 48727 | |
| | | Streets, Roads, Highways or Bridges - existence and maintenance hazard only | |
| 1 | 1 | Coverage A&B – Including Products | \$50,000 |

General Liability Medical Payment Exclusion

All Locations and Buildings

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Commercial package (Professional liability continued)

| Loc# | Building | Coverage | Limit | Self-Insured Retention |
|------|----------|---|-------------|------------------------|
| | | Public Officials Errors & Omissions | | |
| | | Each Wrongful Act | \$1,000,000 | |
| | | Aggregate | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Retro Date 12/01/1988 | | |
| | | Public Officials Employment Practices | | |
| | | Each Offense | \$1,000,000 | |
| | | Aggregate | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Retro Date 12/01/1988 | | |
| | | Public Officials Employee Benefits Administration | | |
| | | Each Offense | \$1,000,000 | |
| | | Aggregate | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Retro Date 12/01/1988 | | |
| | | Law Enforcement Liability | | |
| | | Each Wrongful Act | \$1,000,000 | |
| | | Aggregate | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |

Commercial package (Automobile liability continued)

| Loc# | Building | Coverage | Limit | Self-Insured Retention |
|------|----------|------------------------------|---------------------------------------|------------------------|
| | | Liability | \$1,000,000 | |
| | | Self-Insured Retention | | \$50,000 |
| | | Hired Auto | | |
| | | Hired Auto Liability | Covered | |
| | | Non-Owned Auto | | |
| | | Non-Owned Auto Liability | Covered | |
| | | Hired Auto – Physical Damage | Included Most will pay \$10,000 | |
| | | Broad Form Endorsement | | |

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Commercial package (Automobile liability continued)

Auto Composite Rate Coverage

| | | Coverage | Limit | Deductible |
|--|--|-----------------|-------|------------|
| | | ALL OWNED AUTOS | | |
| | | (Vehicles: 394) | | |
| | | Liability | | |
| | | Collision | | |
| | | Comp | | |

Automobile Vehicle Coverage

| | | Coverage | Limit | Deductible |
|----|--|-----------------|-------|------------|
| TX | | Composite Truck | | |
| | | (Vehicles: 396) | | |
| | | Liability | | |
| | | Comprehensive | | \$10,000 |
| | | Collision | | \$10,000 |

Commercial package (Inland marine continued)

| | | Coverage | Limit | Deductible |
|----|--|---|-------------|------------|
| TX | | Data Breach | | \$1,000 |
| | | Any One Occurrence | \$100,000 | |
| | | Annual Aggregate | \$100,000 | |
| | | Additional Expense Coverage | | |
| | | Annual Aggregate Sublimits: | | |
| | | Legal Services | \$50,000 | |
| | | Public Relations | \$50,000 | |
| | | Third Party Data Breach | \$50,000 | |
| | | Data Extortion Ransom Coverage | \$50,000 | |
| | | Data Extortion Reward Coverage | \$50,000 | |
| | | Contractor's Equipment | | \$25,000 |
| | | Description of Property: | | |
| | | Mobile Incident Command Center | \$1,430,451 | |
| | | Mobile Medical Units | \$701,724 | |
| | | Replacement Cost Valuation | | |
| | | Additionally Acquired Equipment – 60 days | \$250,000 | |

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Commercial package (Inland marine continued)

| | | | | |
|--|--|---|---|-------------------|
| | | Construction Documents | \$2,500 | |
| | | Debris Removal | \$5,000 | |
| | | Employee Tools and Clothing | \$2,500 | |
| | | Pollutant Clean Up | \$10,000 | |
| | | Preservation of Property – Expense – 30 days | \$2,500 | |
| | | | | |
| | | | | |
| | | Coverage | Limit | Deductible |
| | | Rental Expense Reimbursement – 2 days | \$2,500 | |
| | | Leased, Rented or Borrowed Contractors Equipment from Others | \$1,000 Any One Item \$2,000 All Items | |
| | | Your leased, Rented or Borrowed Contractors Equipment by Others | \$1,000 Any One Item \$2,000 All Items | |
| | | | | |

Commercial package (Excess liability continued)

| Loc# | Building | Coverage | Limit | Self-Insured Retention |
|---|----------|--|-------------|------------------------|
| | | Excess Liability – Aggregate Limit - All Claims excess of Underlying Insurance | \$4,000,000 | |
| | | Excess Liability - Each Claim - Each Claim excess of Underlying Insurance | \$2,000,00 | |
| Additional Terms, Conditions: <ul style="list-style-type: none"> Excess limits go over the following coverages: General Liability, Professional Liability, Auto Liability and Employers Liability. This agreement is provided on a following-form basis designed to follow all of the provisions of the underlying coverages with the following general exceptions: Pollution, Failure to Supply, Sexual Abuse and Uninsured/Underinsured Motorist | | | | |

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Commercial General Liability

Myers Park and The Farm Museum

Named insured: Collin County Government

Insurance carrier: Atlantic Specialty Ins. Co. — Admitted (A XI as of 10/04/13)
A.M. Best rating: A XI as of 2012

Policy number: TBD

Policy term: October 1, 2014 to October 1, 2015

Premium: \$ 9,500. (Exclusive of Terrorism)

Schedule of Locations

| Loc # | Building | Address | | |
|-------|----------|--|-------------|------------------------|
| 1 | 1 | Myers Park and The Farm Museum | | |
| | | 7117 County Road 166, McKinney, TX 75071 | | |
| | | Coverage | Limit | Self-Insured Retention |
| | | General Aggregate | \$1,000,000 | |
| | | Products/Completed Operations Aggregate | \$1,000,000 | |
| | | Coverage A Bodily Injury and Property Damage | | |
| | | Each Occurrence | \$1,000,000 | |
| | | Deductible | | \$1,000 |
| | | Each Offense | | |
| | | Coverage B Personal and Advertising Injury | | |
| | | Each Occurrence | \$1,000,000 | |
| | | Deductible | | \$1,000 |
| | | Each Offense | | |
| | | Damage to Premises Rented to You | \$1,000,000 | |
| | | Each Occurrence | | |
| | | Coverage C Health Care and Social Services – Each Wrongful Act | Not Covered | |
| | | Medical Expense | Not Covered | |

| Loc # | Building | Coverage | | Deductible |
|-------|----------|--|--|------------|
| | | Class: 44115 | | |
| | | General purpose government risks organized as counties | | |
| 1 | 1 | Coverage A&B | | \$1,000 |

General Liability Medical Payment Exclusion All Locations and Buildings

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Primary Healthcare Facilities Coverage

| | |
|--|---|
| Named Insured: | Collin County Government |
| Address of Named Insured: | 825 N McDonald, Suite 612 McKinney, TX 75069 |
| Producer: | Wells Fargo Insurance Services |
| Issuing Company: | Illinois Union Ins. Co. (a non-admitted company) (A++ XV as of 4/11/14) ACE Medical Risk is unable to provide you with an admitted quotation for this account. |
| Policy Period: | 10/1/14 to 10/1/15 |
| Policy Number: | N/A |
| Minimum Earned Premium: | 25% |
| Extended Reporting Period Option: | An Extended Reporting Period is available for an additional premium, (except when the policy is cancelled or non-renewed for non-payment of the premium). The terms and cost of the Extended Reporting Period will be negotiated at the time of purchase. |
| Claim Reporting: | <u>Professional and General Liability only:</u> First notice of claim should be sent to: MedicalRiskFirstNotice@acegroup.com or facsimile: 877-201-7391 All other claims notices should be sent to: ACE Medical Risk P. O. Box 5104 Scranton, PA 18505-0517 Facsimile: 866-635-5687 |
| Primary Coverage | |
| Coverage: | Primary Healthcare Facilities Professional Liability (Claims-Made and Reported) Primary Healthcare Facilities General Liability (Occurrence and Reported) |
| Primary Professional Liability Terms & Conditions | |
| Retroactive Date: | Refer to split retroactive date endorsement (attached) 5/1/2004 for \$1M/\$3M 10/1/2009 for \$2M/\$4M |
| Limits of Liability: | \$2,000,000 Each Professional Incident Limit \$4,000,000 Professional Liability Aggregate Limit \$ 500,000 Abuse and Molestation Aggregate Limit |
| Other Payments (expenses, interest, etc.): | Do <u>not</u> reduce or erode the limit of liability excess of the deductible. |
| Deductible: | \$5,000 Each Professional Incident Deductible \$ N/A Professional Liability Aggregate Deductible \$ N/A Policy Aggregate Deductible – applicable to PL and GL coverage parts The deductible does reduce or erode the limit of liability. The Insured agrees to pay all damages up to the amount of such deductible. |

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Primary Healthcare Facilities Coverage (continued)

| Primary General Liability Terms & Conditions | |
|---|---|
| Limits of Liability: | \$2,000,000 Each Occurrence Limit \$ 5,000 Medical Payments Limit \$ 50,000 Damages To Premises Rented To You Limit \$2,000,000 Personal and Advertising Injury Limit \$4,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit |
| Other Payments (expenses, interest, etc.): | Do <u>not</u> reduce or erode the limit of liability excess of the deductible. |
| Primary General Liability Terms & Conditions - continued | |
| Deductible/Retention: | \$5,000 Each Professional Incident Deductible \$ N/A Professional Liability Aggregate Deductible \$ N/A Policy Aggregate Deductible – applicable to PL and GL coverage parts The deductible does reduce or erode the limit of liability. The Insured agrees to pay all damages up to the amount of such deductible. |
| Primary Premium | |
| Premium: | \$ 25,698 ^{\$25,106} This premium does not include any applicable excess and surplus lines taxes and/or fees. |
| TRIA Surcharge: | \$ 128 ^{\$126} This surcharge is in addition to the premium stated above. |
| Primary Policy Forms, Endorsements And Exclusions | |
| The form titles and headings are for convenience only. Please refer to the actual policy and endorsements for a description of coverage. All the latest versions of these forms will be attached to the policy. | |
| PF-17914 (02/05) | Advisory Notice To Policyholders – OFAC (attached) |
| SL-17905 (04/09) | Texas Excess And Surplus Lines State Specific Notice |
| WSG-084 (10/03) | Surplus Lines Broker Notice |
| ALL-18894b (04/12) | Texas Risk Control Services |
| PF-18892 (04/12) | Texas Risk Control Services |
| ALL-4Y30e (07/13) | Texas Notice - Information and Complaints |
| ALL-20887 (10/06) | Policyholder Notice – ACE Producer Compensation Practices & Policies |

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Primary Healthcare Facilities Coverage (continued)

| Primary Policy Forms, Endorsements And Exclusions | |
|---|---|
| TR-19604 | Policyholder Notice Disclosure Of Terrorism Insurance Coverage (attached) |
| PF-24797 (03/09) | Primary Policy - Notice of an Occurrence, Offense, Professional Incident, Claim or Suit |
| PF-17914 (02/05) | Advisory Notice To Policyholders – OFAC (attached) |
| PF-12825d (03/09) | Healthcare Facilities General and Professional Liability Policy Declarations |
| PF-12826d (06/08) | General Policy Provisions – General Liability and Professional Liability Coverage |
| PF-12828e (05/07) | Healthcare Facilities Professional Liability Coverage Part (Claims Made and Reported) |
| PF-12827b (05/05) | Healthcare Facilities General Liability Coverage Part (Occurrence) |
| PF-12844c (04/11) | Deductible Endorsement |
| PF-20581 08/06) | Minimum Earned Premium Endorsement |
| PF-12856a (08/04) | Nuclear Energy Liability Exclusion Endorsement |
| XS-1U96e (02/06) | Service Of Suit Endorsement |
| ALL-21101 (11/06) | Trade Or Economic Sanctions Endorsement |
| LD-5S23i (12/11) | Signature Endorsement |
| PF-12841b (08/06) | Employee Endorsement (to include physicians and physician assistants) |
| PF-12848b (10/09) | Medical Payments (\$5,000 limit) |
| PL-21190b (11/10) | Split Retro date And Limits Endo |
| PL-24805 (04/08) | Bodily Injury Definition (Mental injury) |
| PF-26377a (04/11) | Cancellation Condition Revised (90 days' notice except for nonpayment of premium which is 10 days) |
| PF-38631 (07/12) | When We Do Not Renew, Amended (90 days' notice of nonrenewal) |
| PF-29809a (09/10) | Extended Reporting Period Options (see attached) |
| PF-21867a (04/07) | Good Samaritan Coverage |
| PF-38349b (08/12) | Disciplinary Proceeding Defense Coverage Endorsement (\$25,000 limit) |
| PF-28960a (09/11) | Designated Premises Limitation – GL Occurrence Primary (see attached) |
| PF-35525 (08/12) | Emergency Evacuation Expense Coverage Endorsement (\$25,000 limit) |
| PL-35526 (08/12) | Media Event Expense Coverage Endorsement (\$25,000 limit) |
| PF-35530a (08/12) | Patient Property Damage Coverage Endorsement (\$10,000 limit) |
| CCG FAC Prim 1 | Your Duties In the Event of A “Professional Incident”, “Professional Liability Claim” or “Suit”, Amended |
| CCG FAC Prim 2 | Representations Condition, Amended (Unintentional Errors and Omissions) |
| PF-28923a (07/10) | Additional Insured(s) Lessors/Owners of Premises Written Contract (General Liability Only) |
| PF-18190b (11/10) | Abuse and Molestation Aggregate Limit Of Insurance And Deductible Endorsement (\$500,000 limit subject to policy deductible and retro date) |
| PF-24803 (04/08) | HIPAA-Confidential information \$100,000 limit; retro date:10/1/2012 |

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Primary Healthcare Facilities Coverage (continued)

Other Important Terms And Conditions Of This Proposal

Surplus Lines. This insurance is issued pursuant to the surplus lines laws of the Insured's "home state". Organizations insured by surplus lines carriers do not have the protection of the state's guaranty act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. The agent or broker is responsible for making state surplus lines filings and complying with all applicable laws.

Cancellation and Changes Applicable to Binders. Prior to the effective date of the policy, either party may cancel the binder by sending written notice stating when cancellation will be effective. Issuance by the Insurer of the policy shall render the Binder void. If a material change in the risk occurs or a submission is made to the Insurer of a claim or circumstances that might give rise to a claim between the date of the Binder indicated above and the Effective Date, the Insurer may cancel the binder or void the proposed insurance coverage ab initio ("from the beginning").

Basis of This Proposal. Please read this proposal carefully, as the limits, coverage and other terms and conditions may vary from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this proposal are not included. The terms and conditions of this proposal supersede the submitted insurance specifications and all prior proposals and binders. Of course the actual coverage will be provided by and in accordance with the policy as issued. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer. This proposal has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this proposal. If we have misunderstood the coverage parameters you have outlined, please let us know.

Policy Issuance Applicable to Bound Accounts. The insured has the option to receive their insurance policy either as a paper copy or electronically. Please state the insured's preferred method for receiving the documents (please only choose one):

- Via E-mail
- US Postal Service

If no election is made at the time of binding, we will deliver the insurance policy via e-mail.

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Attachments

1. Coverages to consider
2. Client authorization to bind coverage
3. Evaluating financial strength and capacity of insurance markets
4. Insurance company financial information
5. Transparency and disclosure
6. Important disclosures
7. When to notify Wells Fargo Insurance
8. TRIA coverage options
9. Flood insurance selection/rejection form
10. Windstorm/hail acknowledgement form
11. Notice of surplus lines placement
12. Surplus lines disclosure and acknowledgement
13. Claims instructions
14. Claims reporting tips
15. Lawsuit procedures

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Coverages to consider

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

Specifically, we ask that you review the following items:

Higher limits:

In today's litigious society, many businesses have found it necessary to increase the limits of liability to ensure they are adequate to protect their assets in the event of a loss. Higher limits of liability may be available. Please carefully review the limits to ensure your level of comfort with the limits.

Cyber liability/ network security:

- Inadvertent transmission of a computer virus, Trojan horse, key logger, etc.
- Sending an email that crashes another party's network
- Failure to prevent unauthorized access to computer systems by a third party or an unauthorized employee
- Disclosure of or misuse of confidential information
- Allegations of infringement of copyright, trademark, trade name, title, or slogan
- Allegations of defamation as a result of emails, web content, blog, or forum postings

Privacy liability: Covers liability of the company arising out of the unintentional and unauthorized disclosure or loss of non-public personal information or confidential corporation information in any format. This provides protection against a violation of any privacy regulations including the HITECH Act, HIPAA, GLBA, and Massachusetts 201 CMR 17 or the failure to comply with the company's own privacy policies.

Internet liability: Damages arising when your internet service provider goes down or is hacked.

Web content liability: Damages and defense costs arising from claims of libel, copyright or trademark infringement, or defamation; damages to a website by a hacker or disgruntled employee

Electronic communications: Damages and defense costs arising as a result of electronic communications, such as breach of confidence or infringement of any right to privacy, intellectual property rights, or any statutory duty (Example: some states now require notification to those affected by a loss of private information and provision of credit monitoring services at your cost).

Intangible assets: Damages to code, data, etc.

Network extortion threat and reward payments: Reimburses the company for any extortion expense and reward paid by the company as a direct result of network extortion threat.

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Evaluating financial strength and capacity of insurance markets

Wells Fargo Insurance's objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, Wells Fargo Insurance relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. Wells Fargo Insurance authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. Wells Fargo Insurance is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

Wells Fargo Insurance Services USA, Inc. has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This Committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting employees in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the Committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

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Insurance company financial information

Objective assessments help insurance buyers make informed decisions

As your insurance broker, one of our objectives is to provide you with information and assessments published by rating agencies on the financial stability of the insurers currently underwriting your coverages, or of those insurers we recommend you consider.

Financial strength ratings

| A.M. Best rating | S&P rating | Rating agency assessment |
|------------------|-----------------|--|
| A++, A+ | AAA | Superior |
| A, A- | AAA, AA, AA- | Excellent |
| B++, B+ | A+, A, A- | Good |
| B, B- | BBB+, BBB, BBB- | Fair, vulnerable to adverse conditions |
| C++, C+ | BB+, BB, BB- | Marginal, financial security may be adequate |
| C, C- | B+, B, B- | Weak, vulnerable |
| D, E, F | CCC, CC, C | Poor, extremely vulnerable or failed |

Financial size ratings

A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.

| A.M. Best financial size category | Adjusted policyholder surplus (in millions) | A.M. Best financial size category | Adjusted policyholder surplus (in millions) |
|-----------------------------------|---|-----------------------------------|---|
| I | Less than \$1 | IX | \$250 - \$500 |
| II | \$1 - \$2 | X | \$500 - \$750 |
| III | \$2 - 5 | XI | \$750 - \$1,000 |
| IV | \$5 - \$10 | XII | \$1,000 - \$1,250 |
| V | \$10 - \$25 | XIII | \$1,250 - \$1,500 |
| VI | \$25 - \$50 | XIV | \$1,500 - \$2,000 |
| VII | \$50 - \$100 | XV | Above \$2,000 |
| VIII | \$100 - \$250 | | |

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Transparency and disclosure

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the customer
- Talk and act with the customer in mind
- Exceed our customers' expectations

Wells Fargo Insurance is proactively providing customers with complete transparency on standard and contingent commission income. We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. We also may receive fees agreed to in writing from our customers. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

Consistent with longstanding industry practice, we may earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts. We may also earn interest when the insurance company issues you a refund and that refund is processed through our bank accounts. We retain the interest earnings on our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

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Important disclosures

Insurance products are offered through non-bank insurance agency affiliates of Wells Fargo & Company and are underwritten by unaffiliated insurance companies, with the exception of crop insurance which may be underwritten by an affiliated insurance company.

The coverage and limits presented in this proposal are a simplified outline of the respective insurance policies. The actual policies issued by the insurance company govern the coverage provided, and should be read for coverage terms, limits of liability, definitions, and conditions pertaining to your specific insurance program.

This proposal is based on exposures to loss and other underwriting information provided by the customer and made known to Wells Fargo Insurance Services USA, Inc. You must report all additions or corrections to these exposures so we may arrange the proper coverage.

All property values used in this proposal were provided by the customer and should be carefully reviewed and/or appraised for accuracy. Higher limits and additional coverages may be available upon request.

Wells Fargo Insurance Services USA, Inc. has attempted to place your business insurance with markets that have displayed evidence of being properly managed and of strong financial condition. For more information about Wells Fargo Insurance, insurance carrier selection and monitoring, please refer to the section on Evaluating Financial Strength and Capacity of Insurance Markets. In the pages that follow, there may be proposals from companies that are identified as Non-admitted or Surplus Lines insurers. This designation means the insurance company is not licensed to do business in your state of domicile. The facts you should consider before placing coverage with a Non-admitted insurance company are as follows:

- If the insurance company becomes insolvent, the state insolvency fund will **not** cover any claims.
- Non-admitted carriers do not have to file their rates with the state and therefore their rates are not regulated.

Flatiron Capital, a premium finance company, is an affiliate of Wells Fargo Insurance Services USA, Inc. The use of Flatiron Capital is not a requirement for the purchase of insurance.

The extension of credit or the provision of bank products or services through Wells Fargo Bank, N.A., or its affiliates is not conditioned on and does not require the purchase of insurance through Wells Fargo Insurance Services USA, Inc.

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When to notify Wells Fargo Insurance

It is important that you advise Wells Fargo Insurance of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

These changes may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating the premises, or temporary unoccupancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Increase in values of building, business personal property, or inventory for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment, or vehicles, whether hired, purchased, leased, or borrowed.
- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Addition, alteration, or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Any written contracts executed with contractor, subcontractors, suppliers, or others.

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Terrorism Risk and Insurance Act 2002 (TRIA) coverage options

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least 5 million dollars and must have been committed by an individual or individuals, as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

See the section of this notice titled **Selection or rejection of terrorism insurance coverage**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in this disclosure

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

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Selection or rejection of terrorism insurance coverage

| Line of Coverage | Annual Premium | Accept | Reject |
|------------------------------|----------------|--------|--------|
| Property | | | |
| General Liability | | | |
| Automobile Liability | | | |
| Umbrella or Excess Liability | | | |
| Crime | | | |
| Professional Liability | | | |
| | | | |
| Total Cost | | | |

_____ Please check here if you **do** wish to include this coverage and specify above which lines of coverage. Please sign and date below.

_____ Check here if you **do not** wish to include Terrorism coverage. Please sign and date below.

Signature: _____

Title: _____

Date: _____

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Flood insurance selection/rejection form

Standard property policies including, but not limited to, homeowners policies, dwelling policies, or commercial property insurance policies exclude coverage for flooding events.

As your insurance professionals, we strongly recommend that you purchase flood insurance.

I understand that flood insurance coverage is available for the property located at the address below. I make the elections or rejections for coverage as indicated below. I also understand that my election and/or rejection of this coverage will apply to all future renewals, continuations, and changes unless I notify my insurance brokerage firm otherwise in writing.

| <u>Type of coverage</u> | <u>Accept</u> | <u>Reject</u> | <u>Unavailable</u> |
|-----------------------------------|--------------------------|--------------------------|--------------------------|
| Building coverage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Contents/personal property | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Excess building coverage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Excess contents/personal property | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Applicant's signature

Date

Address of property

Sales Executive/Account Executive/Representative's signature

Date

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Windstorm/hail acknowledgement form

Property policies, such as homeowners policies, dwelling policies, and commercial property insurance policies may exclude coverage for windstorm and hail events (including, but not limited to, hurricane and tornado). As your insurance brokerage firm, we strongly recommend that you purchase this important coverage. It is possible that coverage as recommended below may not be available from the carriers we represent.

I hereby acknowledge the acceptance, rejection, or unavailability of windstorm and hail coverage as indicated below. It will be conclusively presumed this election, rejection, and/or acknowledgement of unavailability will apply to all future renewals, continuations, changes or replacements thereof.

| <u>Type of coverage</u> | <u>Accept</u> | <u>Reject</u> | <u>Unavailable</u> |
|-------------------------|--------------------------|--------------------------|--------------------------|
| Building coverage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Personal property | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Applicant's signature

Date

Address of property

Sales Executive/Account Executive/Representative's signature

Date

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Wells Fargo Insurance Services USA, Inc.
5151 Belt Line Rd. #200
Dallas, TX, 75254



Notice of surplus lines placement

August 15, 2014

Collin County Government

Dear Erica,

We have offered you insurance coverage with ACE Insurance Company. We want you to know that this is a surplus lines insurer, and that it does meet the financial strength requirements that we usually require of insurers with whom we place our customer's risks.

We exercise caution in placing insurance with a surplus lines insurer, because in the event this insurer becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. The state insurance guaranty associations provide for the payment of certain covered claims (up to a certain dollar amount) when a carrier becomes insolvent, but this protection is **not** available for surplus lines insurers.

ACE Insurance Company is rated by A.M. Best, an independent insurer-rating organization that evaluates the financial strength of insurers. Insurers are not required to obtain a rating, and ratings are not a guarantee of an insurer's financial status. Some insurers who became insolvent have previously had high ratings; however, ratings are a tool that helps us make an objective evaluation of an insurer.

We want you to have this information so you can make an informed decision about whether to have your insurance placed with ACE Insurance Company. If you should have any questions regarding this surplus lines placement, please contact me directly.

Thank you for your careful consideration of this matter.

Very truly yours,

Robert S. Bookhammer
Wells Fargo Insurance Services USA, Inc.



Claims instructions

Recognizing that accidents will occur, Wells Fargo Insurance is here to assist you in properly reporting claims. Report all accidents promptly and accurately in order to protect your company's interest. Do not delay or withhold reporting an accident or loss because you think the incident is not insured or too trivial to report. A delay could jeopardize your coverage.

- Be sure to designate a contact person. This should be the individual having the most knowledge of the incident.
- Do not hold up a claim notice while obtaining repair estimates, police reports, etc.
- Retain copies of all original documents for your records.
- Catastrophic claims: Immediately notify your Wells Fargo Insurance Account Team if you have a loss that involves a **fatality, hospitalization, multiple injuries, or if the loss is caused from a natural disaster such as a fire, earthquake or flood.**
- If you are served with a Summons and Complaint, please immediately contact Wells Fargo Insurance. All Summons and Complaints should be sent by email, overnight mail, or by fax to Wells Fargo Insurance. (see Lawsuit Guidelines)
- Some policies are written on a "Claims Made and Reported" form. It is imperative to report these matters immediately in order to protect your coverage. In addition, any incident that "may give rise to a claim" also needs to be promptly reported. If in doubt, contact Wells Fargo Insurance.
- All EEOC notifications/charges should be reported immediately so coverage is not denied for late reporting, even if you feel there is no merit to the notification.
- Workers' compensation claims should be reported directly to the insurance carrier.

Do not engage in discussions about any claim with anyone except representatives of your insurance carrier or Wells Fargo Insurance.

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Claims reporting tips

Be sure to always keep copies of all correspondence for your file.

General liability

Any occurrence involving bodily injury or property damage to members of the public and not a result of an automobile accident should be reported as soon as possible, regardless of how minor the accident may appear.

A claims acknowledgement should be received from the carrier on all reported claims. All correspondence should be sent to the assigned adjuster.

Automobile liability

Any accident involving bodily injury or property damage involving:

- Company-owned vehicles,
- Company-leased/rented vehicles,
- Non-owned vehicles driven by employees regardless of how minor, should be reported as soon as possible.

A claims acknowledgement should be received from the carrier on all reported claims. All correspondence should be sent to the assigned adjuster.

Workers' compensation

On the job injuries should be reported within 24 hours from the time of injury.

A claims acknowledgement should be received from the carrier on all reported claims. All correspondence should be sent to the assigned adjuster.

Reporting the workers' compensation claim

The success of the claims-handling process depends largely on the person who handles the transaction at the time of receiving notice of an injury. In most cases, there is an immediate supervisor or a specific person assigned the duties of coordinating the variety of legally-required forms, paperwork, and information between the employer and the insurance carrier.

The supervisor should always take an active role when an employee advises that he/she has been injured on the job. The supervisor is the most effective person in the initial handling of the workers' compensation claim as he/she is the main person with whom the injured employee communicates. Encourage the direct line supervisor to always act promptly and positively to the employee's report of injury. All information alleging an employee injury should be reported immediately. Do not make decisions with regard to compensability. Any delay in reporting could result in fines being imposed.

The supervisor is encouraged to do the following:

1. Take time to handle the injury properly - listen closely to the employee's complaints.
2. If the employee needs emergency care, take him/her to the nearest medical provider for immediate treatment. Do not leave him/her alone at the treatment center. Take him/her home or back to the job site. The employee should then choose a provider from the panel of physicians for any follow-up care.
3. Investigate the accident using open-ended questions and make notes of any pertinent information, such as:

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- (a) How did it happen?
 - (b) Who saw it happen?
 - (c) How could it have been avoided?
4. If you suspect fraud - don't publicize it. Immediately notify your insurance carrier and corporate office that the claim needs to be closely investigated.
 5. Report the claim to your carrier as soon as possible.
 6. Check on the injured employee periodically during the recovery period to check his/her progress and to let the employee know of your interest and concern. Weekly checking would be ideal.
 7. Upon the employee's return to work, promptly notify your insurance carrier or self-insurance claims office. In most cases, you will know if an employee is released back to work before the insurance adjuster. A returning employee must have a written release from their physician.

Timely reporting of claims can greatly reduce the cost of each claim and the time period it takes to close a claim.

All injuries requiring medical or surgical treatment or causing over one days' absence from work must be reported to your insurance carrier as soon as possible from the time of "notice of injury to employer". The employee may also be entitled to additional indemnity benefits if claims are reported late thus increasing the cost of the claim. It is vital to stress to employees that all incidents should be reported, no matter how minor.

Directors and officers liability

A "wrongful act" may be defined as an act, error or omission committed by an individual while acting within the scope of their duties as an executive of the organization.

A "claim" could include:

- A written demand for monetary damages or non-monetary relief
- A civil proceeding commenced by the service of a complaint or similar pleading
- A criminal proceeding commenced by a return of an indictment
- A formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, or similar document

Fiduciary liability

A "claim" could include a written demand seeking monetary or non-monetary damages alleging a wrongful act by an insured in his or her capacity as a plan fiduciary or in the administration of a plan seeking monetary damages. A "wrongful act" may be defined as an act, error, or omission that may take place during the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).

A "claim" could also include:

- Service of a complaint or similar pleading, in a federal or state court or before an administrative agency, board, or other body

Crime

A "claim" could include:

- Employee dishonesty
- Forgery or alteration

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- Theft of money and securities
- Burglary or robbery
- Computer fraud

Employment practices liability

A “claim” could include:

- Proceedings before the EEOC or similar federal, state, or local agencies commenced with the filing of charges
- Allegations of harassment, discrimination, wrongful termination, or retaliation (verbal or written)
- Service of a complaint or similar pleading, in a federal or state court or before an administrative agency, board, or other body

Kidnap and extortion (K & E)

A “claim” could include:

- Kidnap for ransom
- Extortion for ransom
- Detention and hijack

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Lawsuit procedures

All claims-related lawsuits filed against you, with the exception of a workers' compensation lawsuit, should be immediately forwarded by email, fax, and/or overnight mail to Wells Fargo Insurance. Please call us as soon as you are 'served' or receive a 'courtesy copy' so that we may assist you in avoiding the pitfalls that can be associated with litigation. (Note: overnight mail cannot go to a post office box.)

Lawsuits come in three parts:

- A. The "Summons" - this can tell us when the suit was filed, how long a defendant has to answer, and may include information as to the exact service date;
- B. The "Complaint" - this is the body of the lawsuit that contains the allegations of wrongdoing. This part, along with the Summons, is the most critical part to get into the hands of your insurance carrier as soon as possible so they may enter a timely defense;
- C. The "Interrogatories", "Requests for Admission", and "Requests for Production of Documents" - these are called "discovery pleadings". When attached to the Summons and Complaint, they must be responded to as well as the Answer filed prior to the deadline (which is different from state to state). If they are lengthy, you may want to mail these along with a copy of the Summons and Complaint via overnight mail. Whatever the case, please call your Wells Fargo Insurance Representative as soon as you have any indication you are a defendant in a lawsuit.

Subpoenas

Whenever a subpoena is received requesting the examination or reproduction of personnel records or other corporate data, the information requested should be routed through administration, corporate counsel, and/or your human resources department for screening.

If a subpoena is received concerning a claims related-case, the subpoena should be promptly forwarded directly to the claim adjuster and/or to the defense attorney assigned by the insurance carrier to handle the claim. **Do not release any information until you are authorized to do so by your legal counsel and/or your insurance carrier's designated representative.**

When forwarding any subpoenaed information to your insurance carrier, always include, in addition to the subpoenaed records, the following:

- The date and time the subpoena was served;
- The method and place of the reproduction of the records.

Investigation of claims

It is necessary that all insurance carriers' representatives and investigators be given full cooperation to properly conduct an investigation. No statements, however, should be made to anyone other than properly identified representatives. All persons requesting information should be asked to first properly identify themselves.

Demands to defend and/or indemnify

Any notice or correspondence demanding defense and indemnification must be reported immediately. If it involves a new matter, it should be treated as a first report to your insurer. If it concerns an existing claim, it should be sent to the claim adjuster and/or the attorney defending your interests. If you are uncertain as to how to handle, contact your Wells Fargo Insurance Representative.

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