

Date: Sep 03, 2024
Name: Robert Hemphkins
General Lines Agent: Hemphkins Insurance - Denison
From: Andrew Taylor
Proposed Insured: Village Green Homeowners
Insurer: Lloyds of London
Proposed Term: 9/13/2024 - 9/13/2025
Coverage: Excess Property

Standard Coverage

| | | |
|----------------------------|-------------------|---|
| Premium: | \$6,000.00 | |
| Agency Fee | \$660.00 | |
| Carrier Policy Fee | \$125.00 | |
| Filing Fee | \$25.00 | |
| Surplus Lines Tax | \$330.29 | |
| Stamping Office Fee | \$2.72 | |
| Total: | \$7,143.01 | |
| Taxing State: TX | | |
| TRIA Coverage | \$600.00 | Subject to Applicable Professional fees, surplus lines taxes and stamping fee which are in addition to amounts shown. |
| (Optional) | | |

Premium Notice: Premium is 25% earned at inception. Certain fees are fully earned at inception, please contact your broker for full details.

Comments: XS Property limit of \$2,160,753 quoted over \$5M primary on TIV of \$7,160,753. Deductibles per quote.

Subject to: **Completed, signed and dated Acord Application**
Signed and dated TRIA form
Overlying Policy/Carrier Information
Signed TX Diligent Effort form
Additional terms per quote

Responsibility for Surplus Lines taxes and filings: Our office is responsible for filing of applicable surplus lines forms and taxes.

STATE DISCLAIMER - TX

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

The attached terms set out the benefits and coverage of the insurance we have quoted/indicated for you. Neither this letter nor the quotation/indication should be construed as providing any commitment to cover by the Insurer(s) or as a confirmation of actual cover. This quotation/indication is valid for thirty (30) days from the date of this letter or until the proposed effective date, whichever is sooner, unless otherwise noted. It may be withdrawn or varied at any time prior to acceptance. We recommend that you read the quotation/indication very carefully, particularly sections that make reference to exclusions, special or unusual conditions, warranties, and claims notifications.

Coverage may not be bound without prior consent from the Insurer(s) as confirmed by Southwest Risk, LP.

Southwest Risk, LP will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the Insurer(s) but where the authorized wording has been amended or revised in any way, without the prior written approval of the Insurer(s).

Please be advised that the terms and conditions offered by the Insurer(s) may differ significantly from those requested in your submission. If you consider the quotation/indication does not reflect your requirements or there is an error in it, please contact us immediately.

The Proposed Insured is offered certain insurance coverage summarized herein through the General Lines Agents referenced above, who represents to Southwest Risk, LP that it is a licensed general lines insurance agent. Southwest Risk, LP is a Texas licensed Surplus Lines Agent. Such placement is proposed to be made because General Lines Agent has made a diligent effort to place the coverage in the admitted market in the state.

The insurance contract requested by the Proposed Insured, if issued, may be with an Insurer not licensed to transact insurance in the state and therefore will be issued and delivered as surplus lines coverage under the applicable insurance statutes. The state department of insurance does not audit the finances or review the solvency of the Surplus Lines Insurer providing coverage, and the Insurer is not a member of the state property and casualty insurance guaranty association which may be created under applicable insurance code. Insurance code may require payment of a tax on gross premium.

General Lines Agent is the agent of the Proposed Insured. Southwest Risk, LP represents the Insurer and is not intended to be the agent of the Proposed Insured.

Southwest Risk, LP will receive a commission from the Insurer and a professional fee from the Proposed Insured if the proposed coverage is issued.

**DEFINITIONS OF
MINIMUM & DEPOSIT PREMIUM
AND
MINIMUM EARNED PREMIUM**

The following terms often cause confusion and misunderstanding, particularly among Insureds or producers not accustomed to dealing with surplus lines carriers. It is important that the definitions be understood.

MINIMUM & DEPOSIT

This is the amount of the premium due at inception. Although the policy is "ratable", that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium based on audit but not a return.

If such a policy is canceled mid-term, the earned premium will be the greater of the annual minimum times the short rate or pro-rata factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

MINIMUM EARNED PREMIUM

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained will be the greater of the actual earned premium whether calculated on a pro-rata or short rate basis, or the minimum earned premium.

Texas Diligent Effort

Form may serve as evidence that diligent effort was performed in accordance with Texas Insurance Code §981.004.

Broker Information

Retail Broker: Hempkins Insurance - Denison

Retail Broker License No.: _____

Surplus Lines Broker: Southwest Risk LP

Surplus Lines Broker License No.: 18077

Broker Type: ☒ Wholesale Broker ☐ Managing General Agent

Policy Information

Policy/Binder No.: _____

Insured Name: Village Green Homeowners

Coverage Type: ☐ Personal ☒ Commercial

Carrier Information

Surplus Lines Carrier: Lloyds of London

Declination(s): _____

Declination Reason: ☐ Capacity Reached ☐ Underwriting Reason ☐ Other

Comment (if any): _____

Surplus Lines Principal Broker Acknowledgement

An attempt to place this business with the admitted market was performed.

Signed:



Date: Sep 03, 2024

Printed Name: Timothy R. Sutherlin

Attach additional correspondence as evidence and file with SLTX and/or keep for your records in the event of audits, investigations, or lawsuits.

Texas does not have an export or white list for surplus lines coverage. Workers' compensation and private passenger auto are prohibited coverages in the Texas excess and surplus lines market.

*Exempt commercial purchasers (TIC 981.0031) need not provide evidence of diligent effort.

Disclaimer: SLTX is not liable for determining if diligent effort has occurred, as determinations are made in Texas by a court of law.

**On behalf of WKFC Excess Property,
WKFC is proud to present the following quote:**

WKFC Renewal Quotation
Excess Property, Valid for Thirty (30) days

Named Insured: Village Green Homeowners
Mailing Address: 40 Village Green Court , Denison, TX 75020

| | | | |
|--|--|------------------------|-----------|
| EFFECTIVE DATE | 9/13/2024 | EXPIRATION DATE | 9/13/2025 |
| COVERAGE | Following Form Excess Property | | |
| PERILS | Special excluding flood and earthquake | | |
| LIMITS OF LIABILITY | \$2,160,753 | | |
| TOTAL OF ALL UNDERLYING LIMITS OF LIABILITY | \$5,000,000 | | |

| | |
|-------------------------------|--|
| CONDITIONS/WARRANTIES | Excess property terms is subject to binding of WKFC underlying property terms. Signed & dated TRIA form Updated Signed and Dated Acord Application (Acord 125/Acord 140 or Acord 125/SOV) with complete COPE information reflecting coverages, values and terms offered required within 30 days of binding. Signed Acord 63 is also required within 30 days, unless the Signed Acord 125 is 2013 or newer version. |
| VALUATION | As Per Underlying |
| PREMIUM | \$6,600 = (Non-Terrorism Premium: \$6,000 + Terrorism Premium: \$600) |
| MINIMUM EARNED PREMIUM | 25.00% |
| FEES | \$125.00 MGA Service Fee |

Note: Taxes, Fees and Filings (if applicable) are the responsibility of the broker. Evidence of filing must be provided 15 days from date of binding.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.
Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the binder.

WKFC Underwriting Managers is a series of RSG Underwriting Managers, LLC. RSG Underwriting Managers, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Insurance Services, LLC (License # 0E50879).

UNDERLYING INFORMATION**CARRIER****POLICY NUMBER****LIMIT OF LIABILITY**

TBD

FORMS AND ENDORSEMENTS

| | |
|---|----------------------------|
| Schedule of Forms | Forms |
| Location Schedule | locschedule |
| Excess Property Underlying Schedule | Excess Property Underlying |
| Causes of Loss - Special Form | CP 10 30 10 12 |
| Sanction Limitation and Exclusion Clause | LMA3100A |
| Excess Property Coverage Form | WK EP 10 14 01 |
| Microorganism Exclusion (Absolute) | LMA5018 |
| Asbestos Endorsement | LMA 5019 |
| Applicable Law Exclusion | LMA 5021 |
| Service of Suit Clause USA (U.S.A.) | NMA 1998 |
| Property Cyber And Data Exclusion | LMA5401 |
| Communicable Disease Endorsement | LMA5393 |
| Exclusion of Loss Due to Virus or Bacteria | CP 01 40 07 06 |
| War and Civil War Exclusion Clause | NMA464 |
| Radioactive Contamination Exclusion Clause-Physical Damage Direct | NMA1191 |
| Cancellation Clause | NMA1331 |
| Electronic Date Recognition Exclusion (EDRE) | NMA2802 |
| Biological or Chemical Materials Exclusion | NMA2962 |
| Electronic Data Endorsement B | NMA2915 |
| War and Terrorism Exclusion Endorsement | NMA2918 |
| Several Liability Notice | LMA 5096 03/08 |
| Fraudulent Claims Clause | LMA5062 |
| Terrorism Exclusion Endorsement | NMA2920 |

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|--|--------------------------------|
| Land, Water And Air Exclusion | NMA2340 |
| Lloyd's Privacy Policy Statement | LSW1135B |
| Several Liability Clause | LMA 5096 |
| U.S. Terrorism Risk Insurance Act of 2002 as amended - Not Purchased Clause | LMA5390 |
| U.S. Terrorism Risk Insurance Act of 2002 as amended New & Renewal Business Endorsement | LMA5389 |
| Territorial Exclusion: Russia, Ukraine and Belarus | LMA5583B |
| Strike, Riot, Civil Commotion and Malicious Acts Exclusion | LMA5553 |
| Texas Complaints Notice | LMA9080E |
| Texas Surplus Lines Notice | LMA9079 |
| Line Slip | Line Slip Excess Property 2024 |
| Commercial Excess Property Policy Declarations | WK XSP DEC 08 24 |
| ADDITIONAL CONDITIONS | |
| Tier 1, Tier 2 exclusions apply in some states (see Territorial Limitation Endorsement). | |

Note: State exceptions may apply. The forms above are subject to change and may not reflect a current comprehensive listing.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.
Coverage shall be subject to all terms and conditions of the policy to be issued which shall when delivered, replace the binder.

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IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Non-admitted and Reinsurance Act of 2010, 15. U.S.C. §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Please note that this is a quote only, and the carrier reserves the right to amend or withdraw the quote, if new, corrected or updated information creating a material difference from the previously provided underwriting material is received.

A written request must be received in order to bind coverage. Any amendments to coverage must be specifically requested in writing.

SCHEDULE OF UNDERLYING POLICIES

REQUIRED FOR ISSUANCE OF POLICY - MUST BE RECEIVED WITHIN 15 DAYS OF BINDING COVERAGE TO AVOID NOTICE OF CANCELLATION

| UNDERLYING CARRIER NAME <i>(consortium partners should be listed separately)</i> | AM BEST RATING | UNDERLYING POLICY NUMBER | LIMITS <i>(include quota share amt or % if applicable)</i> | PREMIUM | EFFECTIVE DATE | EXPIRATION DATE |
|--|-------------------|-----------------------------|---|---------|----------------|-----------------|
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**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

| | |
|--|---|
| | I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$600.00 |
| | I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism. |

Policyholder/Applicant's Signature

Syndicate on behalf of certain
underwriters at Lloyd's

Print Name

/ 1964168
Policy Number / Control Number

Date

Village Green Homeowners
Insured Name

LMA9184

09 January 2020

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

ISSUING CARRIERS

| Insurer | Participation |
|--------------------------------|----------------|
| Certain Underwriters at Lloyds | 75.00% |
| Scottsdale Insurance Company | 25.00% |
| Total: | 100.00% |

Attaching To and Forming Part Of Binding Authority Agreement

SCHEDULE OF LLOYD'S UNDERWRITERS PARTICIPATING HEREON:

| Syndicates | Signed Line |
|--|-----------------------|
| Ascot Syndicate No. 1414 (ASC) | 44.00% |
| Tokio Marine Kiln Syndicate No 1880 (TMK) | 3.20% |
| Munich Re Syndicate No 457 (MRS) | 12.00% |
| Chubb Syndicate 2488 (CGM) | 8.00% |
| Beazley Furlonge Limited Syndicate No 2623 (AFB) | 2.88% |
| Beazley Furlonge Limited Syndicate No 623 (AFB) | 1.12% |
| Kiln Syndicate No 510 (KLN) | 12.80% |
| Other Insurer(s) or Company Markets | |
| HDI Global Specialty | 16.00% |
| Total: | 100.00% of 75% |

PREVIEW