



PO Box 59689  
Birmingham, AL 35259-9689  
Phone: (800) 824-1709

Robbie Robertson  
John A Robertson Insurance Agency Inc  
P.O. Box 1048  
Fairhope, AL 36533

Aug 03, 2022

Re: Baldwin County Commission, Ref# 10447604-A  
Proposed Effective 9/15/2022 to 9/15/2023

Dear Robbie:

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

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

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

<b>Premium:</b>	<b>\$23,635.00</b>
<b>Policy Fee</b>	<b>\$750.00</b>
<b>Surplus Lines Tax</b>	<b>\$1,463.10</b>

**Option to Elect Terrorism Coverage**

**TRIPRA Premium: APPLIES \$1,182.00**  
**Additional Taxes: \$70.92**  
**Total Including TRIA(if elected) \$27,101.02**

**Grand Total: \$25,848.10**

**Commission: 10%**

**MEP: 25%**

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

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

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**If Non Admitted the following applies:**

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

This contract is registered and delivered as a surplus line coverage under the Alabama Surplus Line Insurance Law. Philip S Hagan License #0214821.

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

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

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#### **Financing Insurance Premiums**

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

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

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

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Sincerely,

Zachary Mather  
205-870-7790  
zmather@crcgroup.com  
10447604

**CONFIDENTIAL**



### Quote

**Date:** August 3, 2022

**Producer:**

CRC Insurance Services  
1 Metroplex Drive  
Suite 400  
Birmingham, AL 35209

**Potential Insured:**

Baldwin County Commission  
15140 County Road 49  
Summerdale, AL 36580

**Attention:** Chris Mangina  
**Telephone:** 2058707790  
**Email:** cmangina@crcins.com

Please read this proposal carefully, as the limits, coverage and other terms and conditions may vary significantly 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. 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.

**Company:** Westchester Surplus Lines Insurance Company - A.M. Best Rating A++ XV

**Coverage:** Premises Pollution Liability Insurance Policy - Westchester Elite <sup>SM</sup> Form

Coverage A – Cleanup Costs for New Pollution Conditions	INCLUDED
Coverage B – Bodily Injury and Property Damage for New Pollution Conditions	INCLUDED
Coverage C – Cleanup Costs for Pre-existing Pollution Conditions	NOT INCLUDED
Coverage D – Bodily Injury and Property Damage for Pre-existing Pollution Conditions	NOT INCLUDED
Coverage E – Non-Owned Location Pollution Liability	NOT INCLUDED
Coverage F – Transportation Pollution Liability	NOT INCLUDED
Coverage G – Contractors Pollution Liability	NOT INCLUDED
Coverage H – Products Pollution Liability	NOT INCLUDED

Limits of Liability: (Each Pollution Condition)		Deductible Amount:	Deductible Basis:	Retroactive Date:
Coverage A	\$5,000,000	\$25,000	Each Pollution Condition	09/15/2020
Coverage B	\$5,000,000	\$25,000	Each Pollution Condition	09/15/2020
Coverage C	NOT INCLUDED	-	-	-
Coverage D	NOT INCLUDED	-	-	-
Coverage E	NOT INCLUDED	-	-	-
Coverage F	NOT INCLUDED	-	-	-
Coverage G	NOT INCLUDED	-	-	-
Coverage H	NOT INCLUDED	-	-	-
Policy Aggregate Limit:	\$5,000,000	(The most the insurer will pay for the sum of damages under all Coverage Parts)		
Policy Term:	One (1) Year	Effective Date: 09/15/2022		Expiration Date: 09/15/2023
Premium:	\$23,635			
TRIA Premium Charge:	\$1,182			
Total Premium:	\$24,817	(includes TRIA Premium Charge - Any request to reject TRIA coverage must be submitted to the underwriter prior to binding. See Attached TRIA disclosure.).		

**Rate:** Flat / Non Auditable

**Exposure Basis:** 1 Covered Location

**Covered Locations:** 15140 County Road 49  
Summerdale, AL 36580

**Insurance Company Forms:**

ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement  
 ENV-9099 (10-12) - Global Program Solutions Amendatory (Foreign Indemnity) Endorsement  
 ENV-9100 (01/15) - Premises Pollution Liability Insurance Policy - Elite Form  
 ENV-9127 (10/11) - Intended Use Endorsement  
 ENV-9131 (10/11) - Minimum Earned Premium Endorsement  
 ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations  
 ENV-9140 (05/18) - Onsite Cleanup Costs Restricted To Aboveground Storage Tank Release Endorsement - Scheduled Locations  
 ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and Cleanup Costs  
 ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement  
 ENV-9179 (08/16) - Deductible To Self-Insured Retention Amendatory Endorsement

ENV-9183 (08/18) - Limits Of Insurance Amendatory Endorsement

ENV-484 (03/22) - Designated Country Limitation Endorsement

SL-34255a (01/16) - Service of Suit Endorsement

TR-51520a (08/20) - Policyholder Disclosure - Notice of Terrorism Insurance Coverage

**Endorsement Terms and Conditions:**

- ENV-9127 (10/11) - Intended Use Endorsement - Solid Waste Landfill
- ENV-9131 (10/11) - Minimum Earned Premium Endorsement - 25% minimum earned premium at inception, 100% minimum earned after 365 days
- ENV-9135 (01/19) - Odor Exclusionary Endorsement - Scheduled Locations - All Covered Locations
- ENV-9140 (05/18) - Onsite Cleanup Costs Restricted To Aboveground Storage Tank Release Endorsement - Scheduled Locations - All Covered Locations
- ENV-9142 (06-13) - Pollution Condition Exclusion Endorsement-Bodily Injury, Property Damage and Cleanup Costs - Perfluorinated Compounds (PFC) and Polyfluoroalkyl Substances (PFAS) including, but not limited to, Perfluorooctanoic acid (PFOA), Perfluorooctane sulfonate (PFOS), PFC-, PFAS-, PFOA-, and PFOS-related products and chemicals, and any of their additives or breakdown and degradation by-products.
- ENV-9169 (01/15) - Catastrophe Management Coverage Endorsement - \$250,000 Aggregate Catastrophe Management Costs Sublimit of Insurance (serves to reduce the Limits of Insurance shown on the Declarations page); Deductible \$25,000 Catastrophe Management Costs

**The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:**


1. All received, thank you.

**Additional Terms and Conditions:**

1. Proposed terms and conditions may differ from those requested.
  2. Sample coverage forms will be provided to you upon request prior to binding.
  3. The producer shall be responsible for all applicable surplus lines filings and taxes.
  4. Premium is due thirty (30) days from the effective date of coverage.
  5. The coverage proposed in this quote is valid through 09/15/2022.
  6. We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
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- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON BINDING OF THIS PLACEMENT**
  - Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved**



**ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.



Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

*Only carrier to be ranked number one in more than one category.*

**CLICK HERE**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are 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 certain air carriers or vessels 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.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government 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 the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, 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.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

**Acceptance or Rejection of Terrorism Insurance Coverage**

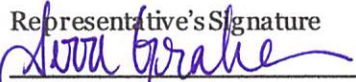
If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$1,182.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Baldwin County Commission  
Policyholder/Applicant/Authorized

Westchester Surplus Lines Insurance Company  
Insurance Company

Representative's Signature  
  
Print Name

Policy Number

09/15/2022  
Date