# **POLICYHOLDER NOTICE - TEXAS**

**Date:** 09/13/24

Policy Number: 46 SBA BB3KZE

Renewal Date: 10/25/24

Your Hartford Agent: SWINGLE COLLINS & ASSOCIATES (866) 467-8730

Sago Valley Park, LLC 4501 MILLS PARK CIR STE 200 COLLEGE STATION TX 77845

Dear Valued Hartford Customer,

Your current policy provided by The Hartford will expire shortly. The purpose of this notice is to advise you that The Hartford would like the opportunity to provide you with a policy for the upcoming policy term and to advise you of certain changes to your policy as indicated below.

### **Coverage Changes (if applicable)**

As noted above, we want to provide you with coverage for the upcoming policy term and this notice is our offer to do so. Your policy for the upcoming term will include certain reductions or additional restrictions in coverage, as indicated by an (x) below. Texas requires a notice of nonrenewal as a result of the indicated change(s), and this is our notice to you in compliance with the applicable law.

- () Increase in Deductible to:
- () Reduction in Limits to:
- (X) Reductions in Coverage:

Added SP 31 51 - FUNGI, WET ROT OR DRY ROT - LIMITED COVERAGE and removed SP 30 17 - LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE. Please refer added form for details.; Added Following Form Endorsement - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) (Form SU 21 09); Added Exclusion - Perfluoroalkyl Substances (PFAS) (Form SL 21 15)

() Other Changes or Restrictions in Coverage:

The coverage change is due to the following indicated reason(s):

- () Your exposures, loss experience, or other risk characteristics indicate a need for the change.
- (X) A change in our rules, forms or underwriting guidelines for your type of policy.

Further information regarding the reason for the coverage change(s) is available from the company or your agent or broker. You may receive other notices of coverage changes for the upcoming policy term under separate cover. Those other changes will apply in addition to the changes described above.

This is not a bill. You will receive a separate bill for all or part of the premium due for your renewal policy. If you do not pay the amount shown by the due date as stated in the bill, your insurance coverage will expire or be cancelled for non-payment of premium.

If you have any questions about your policy or about your overall insurance needs, please contact your Hartford agent or broker. We look forward to continuing our relationship and fulfilling your insurance needs.





THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.



# DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

	SCHEDULE
Terrorism Premium:	
\$578.00	

### A. Disclosure Of Premium

POLICY NUMBER: 46 SBA BB3KZE

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

- **B.** The following definition is added with respect to the provisions of this endorsement:
  - 1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
    - **a.** The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
    - **b.** The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
    - **c.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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

### C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

### D. Cap On Insurer Liability for Terrorism Losses.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Form SC 70 01 12 20 Page 1 of 2

# THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.



# E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any Pollution Exclusions, Nuclear Hazard Exclusions and the War And Military Action Exclusions.

F. All other terms and conditions remain the same.



seth@sagocap.com

Policy Number: 46SBABB3KZE

# See What's Changing When Your Policy Renews

Dear Seth.

Your policy will renew soon! There's nothing you need to do – it'll happen automatically. We just want to let you know that there will be some changes to your policy when it renews. Log in to your account to see what's changing.

# SAGO VALLEY PARK, LLC

Policy Number: 46SBABB3KZE Renewal Date: 10/25/2024

See What's Changing »

You can also view your current policy when you log in.

Thanks for choosing us for your business insurance needs. We look forward to another policy term with you!

Sincerely,

The Hartford

### Privacy Policy | Terms of Use | Contact Us | Update My Profile | Update Email Address

This email was sent to: seth@sagocap.com

This email was sent on 09/13/2024 at 6:04 AM ET

This email was sent by: The Hartford. 3600 Wiseman Blvd. San Antonio, TX 78251, United States © 2024. All Rights Reserved.

This is a customer service message from The Hartford. For security reasons, we kindly ask that you **do not reply** to this email. If you have questions regarding your account, please contact us or log in so we can properly verify your identity.

For Arizona, California, New Hampshire, Texas and Washington, your (or the) specific insurance underwriting company can be easily obtained by viewing the insurance policy document accessed through the link as specified above.