

# Proposal of Insurance

Prepared for:  
Dammon Engineering, Inc.  
554 Old Spanish Trail  
Slidell LA 70458

August 7, 2024

**CADENCE**  
**Insurance**  
A Gallagher Company

August 7, 2024

VIA Email: [david@dammonengineering.com](mailto:david@dammonengineering.com)

RE: Dammon Engineering, Inc.  
Professional Liability Insurance  
XL Specialty Insurance Company

Dear David:

Enclosed is our proposal for the September 6, 2024, renewal of your firm's professional liability coverage. Premium financing is available upon request.

Our records indicate one additional principal/ licensed professional needs to complete one of the carrier's education programs. Successful completion by 50% of the firm's principals and professionals PRIOR to the policy renewal date will result in a 10% reduction of XL's quoted premium.

Note that the quotes are being offered based on the information provided in the completed application dated May 28, 2024. If there are any changes in this information, the company may withdraw or modify the quotation. Any such changes should be reported to our office immediately. You should also advise of any known claim situations that have not previously been disclosed. Failing to promptly report any known claims or potential claims situations may void your insurance coverage.

Our agency now offers a comprehensive, stand-alone Cyber Liability policy. Premium quotes are available upon completion of a short cyber liability application. Please let us know if you are interested in obtaining an indication.

Please call if you have any questions or when you have reached a decision regarding the renewal.

**See the included flyer for other available coverages and services from Cadence Insurance, A Gallagher Company.**

Kindest regards,

**CADENCE INSURANCE, A GALLAGHER COMPANY**

Richard Moeller  
Sr. Vice President, Risk Advisor  
bw  
encls

Date: August 7, 2024

Current Policy Expiration Date: September 6, 2024

Premium Quotation for: Dammon Engineering, Inc.

Carrier: XL Specialty Insurance Company (A.M. Best Rating A XV)

**PROFESSIONAL LIABILITY (Claims-made and Reported Coverage)**

Per Claim Limit	Aggregate Limit <sup>1</sup>	Per Claim Deductible <sup>2</sup>	Annual Premium	PENDING** Credit	PENDING Net Premium	OPTIONAL: Dollar One Defense <sup>3</sup>
1,000,000	2,000,000	5,000	19,880	1,988	17,892	917

**CREDITS:**

_____ Completed Professional Liability Education Program (PLEP) <i>per binding condition below**</i>	_____ %
_____ Limitation of Liability in Contracts	_____ %

**THESE QUOTATIONS SUBJECT TO:**

- **\*\*SUCCESSFUL COMPLETION OF EDUCATION COURSE BY ONE ADDITIONAL PRINCIPAL/LICENSED PROFESSIONAL**
- Individual Notice of Cancellation endorsement: City of Slidell
- Excluded Entity endorsement: DSDSD, LLC
- Technology Services endorsement
- Professional, Environmental and Network Security Liability policy form LDD 050 1116
- Anniversary Date: September 6, 2006
- Other terms and conditions of the expiring policy

**EXCLUDES COVERAGE FOR SERVICES PRIOR TO RETROACTIVE DATE OF: September 15, 1979**

<sup>1</sup>The aggregate limit is the annual policy maximum for all damages and/or expenses payable for all claims made during the policy year.

<sup>2</sup>The deductible applies per claim to damages paid and defense cost.

<sup>3</sup> With the Dollar One Defense Endorsement the insurance company pays 100% of the defense cost, subject to the policy limit.

This claims made policy contains an **Anniversary Date** as listed above. As a condition of the policy form, coverage is not provided for any circumstance, or act, error or omission or potential claim situation(s) that you have knowledge of prior to this date.

The **claims made policy** covers only those claims that are made against you and reported to the insurance company during the term of the insurance policy, provided that you had no knowledge of the claim prior to the **Effective Date** of this policy arising from professional services performed subsequent to the **Retroactive Date**.

Information contained herein is for identification purposes only. Refer to the policy for actual terms and conditions. Quotation is valid for 30 days from the date quoted or expiration of current policy, whichever occurs first.

S. Marable

bw

# CLIENT AUTHORIZATION TO BIND COVERAGE

## Dammon Engineering, Inc.

After careful consideration of Gallagher’s proposal dated 08/07/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER		TRIA	DESCRIPTION/MAJOR DIFFERENCES
<input checked="" type="checkbox"/> Accept	<input type="checkbox"/> Reject	XL Specialty Insurance Company	N/A

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our Insurance Proposals. If you are interested in pursuing additional coverage other than those listed above, please list the additional coverages in the Client Authorization to Bind.

### Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

### Other Coverages to Consider

- Cyber Liability
- Flood
- Umbrella
- Employment Practices Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

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### COVERAGE AMENDMENTS AND NOTES:

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**Dammon Engineering, Inc.**

**Exposures and Values**

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

**Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

\_\_\_\_\_

Print Name (Specify Title)

**Dammon Engineering, Inc.**  
Company

\_\_\_\_\_

Signature

Date:

\_\_\_\_\_

# BINDABLE QUOTATIONS & COMPENSATION DISCLOSURE SCHEDULE

**Client Name:** Dammon Engineering, Inc.

COVERAGE	INSURANCE COMPANY	WHOLESALER, MGA, OR INTERMEDIARY NAME <sup>1</sup>	ANNUAL PREMIUM <sup>2</sup>	COMM.% OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY % AND/OR FEE
Professional Liability	XL Specialty Insurance Company	N/A	\$19,880	12.5%	N/A

1 We were able to obtain more advantageous terms and conditions for you through an intermediary wholesaler. – **N/A**

2 If the premium is shown as an indication. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*A verbal quotation was received from this carrier. We are awaiting a quotation in writing. – **N/A**

3 The commissionable rate is a percentage of annual premium excluding taxes & fees.

\*Gallagher is receiving 12.5% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received. – **N/A**

## PROPOSAL DISCLOSURES

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placement, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation.Complaints@ajg.com](mailto:Compensation.Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60068

### Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in the Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

### **Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

### **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

# CADENCE Insurance

A Gallagher Company



## About Us

Cadence Insurance, A Gallagher Company, delivers the highest standard in brokerage services nationally and globally to individuals, small companies and organizations with more than 10,000 employees. We are an industry leader in commercial insurance, surety, employee benefits and private client brokerage services that invests in technology and human capital to expand service offerings and create a competitive advantage for clients.

Licensed in  
all 50 states

Global footprint  
to service  
all size clients

140+ years  
of exceptional  
client service

Average  
employee tenure  
of 11+ years

20+ years of  
investment in  
analytics and  
data-driven  
solutions

## Property and casualty

### PRODUCT EXPERTISE

- Captives
- Cyber liability
- Difference in conditions
- Executive risk
- Malpractice liability
- Representations and warranties
- Stock throughput

### IN-HOUSE CAPABILITIES

- Claims analysis and updates
- Claims management and advocacy
- Contract reviews
- Experience Mod (E-Mod) analysis
- Exposure analytics
- Loss control
- Predictive catastrophe analytics
- Stewardship reporting

### RESOURCES AND SERVICES

- Certificate issuance
- Certificate tracking
- Cyber security protection
- Disaster recovery/business continuity
- DOT expertise
- Online client portal
- Online risk management center
- Pre-build consultations
- Personal insurance premier client group
- Property/ISO reviews
- Safety audits
- Workers' compensation injury triage

### PERSONAL LINES

- Auto
- Home
- Flood
- Life
- Long-term care
- Accident
- Medical
- Dental
- Vision
- Travel
- Umbrella
- Personal inland marine
- Watercraft
- Personal builder's risk
- Valuable items



## Employee benefits

### **COST CONTROL**

- Custom plan development
- Data and claim analytics
- Actuarial services
- Benchmarking

### **ENROLLMENT SUPPORT**

- Employee education
- Online benefits enrollment
- Call center
- Customized communication

### **HR AND TECHNOLOGY**

- Payroll and tech consulting
- On-site support and training
- Employee handbooks
- Compensation design
- HR audits
- Job descriptions
- Classification tools

### **ACA TOOLS**

- ACA compliance review and strategy
- ACA reporting tool

### **COMPLIANCE**

- In-house counsel
- Healthcare reform counseling
- Employer notices review
- ERISA compliance (SPD and 5500 filing)
- Employment practices and policies consulting
- Government filings and audits support
- Educational seminars and newsletters

### **EMPLOYER EDUCATION**

- Live seminars and online webinars
- Legislative updates

## Connect With Us

### **Richard Moeller**

Job Title  
Sr. Vice President, Risk Advisor

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Baton Rouge, LA 70809  
T: 225.215.9409  
E: richard.moeller@cadenceinsurance.com

## **CADENCE Insurance**

A Gallagher Company

[CadenceInsurance.com](https://www.CadenceInsurance.com)

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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