


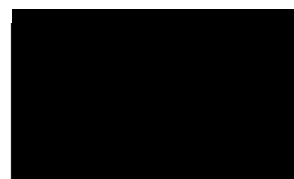


*Dakota Access, LLC*

Confirmation of Coverage

General Liability

  
8/15/2021 – 8/15/2022



## *Confirmation of Coverage*

In accordance with your instructions and based on the information you provided, [REDACTED],  
[REDACTED], has arranged the following insurance on your behalf:

**Insured:** **Dakota Access, LLC**  
**Energy Transfer Crude Oil Company, LLC**

**8111 Westchester Drive, Suite 600**  
**Dallas, TX 75225**

**Security:** [REDACTED]  
A.M. Best Rating A+, XV  
[REDACTED]

**Coverage:** General Liability

**Policy Term:** August 15, 2021 – August 15, 2022  
(12:01 a.m. at the Named Insured's address)

**Coverage Terms**  
**And Conditions:**

As per attached Binder from [REDACTED]

**Total Premium:**

|            |                                  |
|------------|----------------------------------|
| [REDACTED] | Annual Premium                   |
| [REDACTED] | TRIA                             |
| [REDACTED] | Admitted Surcharge or Taxes/Fees |
| [REDACTED] | <b>Total Annual Premium</b>      |



An Insurance Contract Will Be Issued:

██████████ confirms that the insurance described in this Confirmation of Coverage has been bound with the insurer(s) named. The Insurer(s) will issue an insurance contract setting forth the complete terms of coverage. In the event of any inconsistency between the insurance contract and the Confirmation of Coverage, the insurance contract will in all cases prevail, and this Confirmation of Coverage is deemed to conform to the terms of the insurance contract. This Confirmation of Coverage serves as evidence that insurance has been contracted for and terminates ab initio on issuance of the insurance contract.

The Insurer:

██████████ are not the insurers hereunder and are not liable for payment of any claims incurred under this insurance. The party or parties responsible for payment of claims is the insurance company or companies named as "Security" herein.

██████████

By: ██████████

**Authorized Representative**

This Confirmation of Coverage provides a generalized and abbreviated description of the principal features of this insurance and should be used for reference only. Please refer to the Policy form itself for a complete description of the coverage(s). Specific questions on all policy terms and conditions should be referred to your ██████████ Account Executive.

██████████ does not guarantee, or make any representation in regard to, and expressly disclaims responsibility for, the financial condition of insurance companies with which we place business. Any rating information contained in this document has been obtained by a third-party rating agency, and we do not represent or warrant its accuracy.

██████████

**IMPORTANT NOTICE  
TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

You may contact your agent:



You may contact the Texas Department of Insurance to obtain information on companies. Coverages, rights or complaints at:

**1-800-252-3439**

You may write to the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104**

**PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim you should contact the company first.  
If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.





Casualty Insurance Bound Proposal

For

Dakota Access, LLC  
Energy Transfer Crude Oil Company, LLC

Effective 08/15/21 – 08/15/22



[REDACTED]

[REDACTED]

August 3, 2021

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

CC: Van Banh  
Richard Petter  
Bebe Pritchett  
Christina Knaub

RE: **Dakota Access, LLC/  
Energy Transfer Crude Oil Company, LLC**  
General Liability  
Effective Dates: 08.15.21- 8.15.22

Dear [REDACTED]

Thank you for the bind order. I am pleased to our 2021 bound proposal for the General Liability exposures of Dakota Access, LLC Energy Transfer Crude Oil Company, LLC.

For the renewal, we will issue **one** General Liability policy on [REDACTED]  
[REDACTED] paper.

**General Liability** [REDACTED]

We will issue our basic Commercial General Liability policy (most current ISO form) to cover the exposures of Dakota Access, LLC.

The following parameters apply:

|  |   |            |            |
|--|---|------------|------------|
| Policy Limits                              | Each Occurrence                         | \$         | 100,000    |
|  | Personal & Advertising Injury           | \$         | 100,000    |
|  | Products/Completed Operations Aggregate | \$         | 100,000    |
|  | General Aggregate                       | \$         | 200,000    |
|  | Damage to Premises Rented to You        | \$         | 100,000    |
|  | Medical Expense Limit                   | \$         | 5,000      |
| Written Premium                            |   | [REDACTED] | [REDACTED] |
| Policy Surcharges (in addition to premium) |   | [REDACTED] | [REDACTED] |
| Insured's per Occurrence Retention         |   | [REDACTED] | [REDACTED] |

ALAE is in addition to the Policy Limits. ALAE is retained by the Insured in addition to the Insured's Retention for Loss. The Insured is responsible for all ALAE and all Loss under the policy.

All cost components are minimum/deposit flat and not subject to audit.

Coverage terms and conditions are per expiring and are specifically identified on Exhibit A. Unless otherwise noted in Exhibit A, we will use current ISO forms and/or [REDACTED] Preferred Endorsement language. Where state amendatory endorsements are updated by statute, regulation or bureau, we will include the updated amendatory endorsements.

This quote assumes the following exclusions apply:

- PGL 003 Asbestos Exclusion
- CG 21 96 Silica or Silica Related Dust Exclusion
- CG 21 67 Fungi or Bacteria Exclusion
- PGL 025 Lead Exclusion
- IL 00 21 Nuclear Energy Liability Exclusion
- CG 21 06 Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability with Limited BI Exception

**PROGRAM SECURITY/SIGNATURE DOCUMENTS**

We will require security from the Insured for their deductible retention obligations. This security will consist of:

- Program Agreement - addressing the Insured's obligations to [REDACTED]
- Collateral - posted in favor of [REDACTED] to secure all obligations as agreed to in the Program Agreement

We currently hold [REDACTED] in collateral. Any additional collateral that may be due for the Dakota Access renewal will be reconciled with the 2021 Energy Transfer renewal in September.

The security must be issued in a form and from a financial institution approved by [REDACTED]  
[REDACTED]

Collateral requirements are reviewed periodically. Our intent is to always have collateral adequate to cover anticipated ultimate outstanding losses and other obligations as agreed to under the Program Agreement.

**OTHER CONSIDERATIONS**

1. Our proposal is made in reliance upon the data contained in your underwriting submission. In the event that the information is not complete or needs to be revised or modified in any way, [REDACTED] reserves the right to amend this proposal at any time.
2. This proposal assumes all premiums and policy surcharges will be paid at policy inception, via direct bill to the Insured. The proposal is net of broker commission.
3. As required by the Terrorism Risk Insurance Program Reauthorization Act of 2015, we are separately disclosing our premium charged for insured losses covered by the Terrorism Risk Insurance Program. These premiums are included in the pricing shown earlier in this quotation. As respects GL, the Insured has the option to not accept this premium and to decline the coverage. Should the Insured choose to decline the coverage, we will need to receive the declination in writing. Premium for terrorism by line of coverage:

General Liability [REDACTED]

4. CLAIMS - Claims are to be adjusted by a Third Party Administrator (TPA) of the Insured's choice. Any change of TPA requires a minimum of 90 days notice, and is subject to the prior approval of [REDACTED]. [REDACTED] Negotiation and payment of TPA service fees, and maintaining of imprest fund for loss payment, will be the responsibility of the Insured. [REDACTED] [REDACTED] will require a claims contract (between TPA and [REDACTED]) for handling of insured claims.



Many states have very specific requirements regarding claims adjusting as respects such items as TPA decision making authority on acceptance or denial of claims, employer involvement in handling of claims, authorization of medical treatment, reserve setting, and payment of benefits. [REDACTED] expects our Third Party Administrators to be aware of and to adhere to the statutory requirements of all states when handling insured claims.

We will require the TPA and/or Insured to furnish us with properly detailed monthly loss runs via electronic medium, including data to meet all regulatory and Medicare, Medicaid and SCHIP Extension Act (MMSEA) reporting requirements.

5. LOSS CONTROL - Under the program we are proposing, it is not intended that [REDACTED] will provide the primary loss control services. It is our understanding that the Insured desires to use its own internal loss control personnel or contract with an independent party to provide the primary loss control services. In those states where [REDACTED] is mandated to provide loss control services, we will meet these responsibilities to remain in regulatory compliance. It is expected our services will augment those provided by the Insured's loss control staff or a contracted party.

[REDACTED], on behalf of [REDACTED] we would like to thank you for the bind order and your continued business with us. I look forward to working with you and your team on the 2021 Dakota Access General Liability renewal. Should you have any questions or need anything additional, please feel free to contact [REDACTED] or myself.

Thank you again,

[REDACTED]

[REDACTED]

[REDACTED]

Account Manager

Cc: [REDACTED]

[REDACTED]

