



### Hurricane Harvey Relief Grant frequently asked questions

As business owners in Houston and along the Gulf Coast of Texas work to clean up and rebuild, Texas Mutual is committed to their success and the resiliency of our great state. Many of those impacted by the storm were the very people whose businesses we work hard to protect every day, which is why Texas Mutual's Board of Directors voted unanimously to approve \$10 million in grant funds for policyholders affected by Hurricane Harvey.

For assistance, contact our Safety Services Support Center at 844-WORKSAFE (967-5723).

**Q: When do applications open?**

A: Applications open Wednesday, September 13 at noon.

**Q: Who can apply?**

A: Current Texas Mutual Insurance Company policyholders who have sustained significant damage to a business location in one of the 60 counties on the governor's Hurricane Harvey Disaster Declaration are invited to apply. Those counties are:

Angelina	Caldwell	Goliad	Karnes	Milam	San Patricio
Aransas	Calhoun	Gonzales	Kerr	Montgomery	Trinity
Atascosa	Cameron	Grimes	Kleberg	Newton	Tyler
Austin	Chambers	Guadalupe	Lavaca	Nueces	Victoria
Bastrop	Colorado	Hardin	Lee	Orange	Walker
Bee	Comal	Harris	Leon	Polk	Waller
Bexar	DeWitt	Jackson	Liberty	Refugio	Washington
Brazoria	Fayette	Jasper	Live Oak	Sabine	Wharton
Brazos	Fort Bend	Jefferson	Madison	San Augustine	Willacy
Burleson	Galveston	Jim Wells	Matagorda	San Jacinto	Wilson

Policyholders must have had an in-force policy effective Sept 12, 2017 or earlier.

**Q: How much can a grant recipient receive?**

A: Each policyholder can apply for up to \$10,000 in relief funds. A policyholder with multiple businesses can only receive one grant of \$10,000 or less.

**Q: What can grant funds be used for?**

A: Funds can be used for payroll, building rehab or repair, machinery and equipment repair or purchase, replacement of lost inventory, and other expenses associated with rebuilding. The expenses must be related to the business and not be reimbursed by other insurance.



**Q: How do I apply for a grant?**

A: To apply for a grant, visit [texasmutual.com/txmfortexas](http://texasmutual.com/txmfortexas). You will be asked several questions, such as the location of the business that was affected, the amount being requested and how the funds will be used. You will also be asked to submit documentation, such as photos, insurance claim forms or FEMA documents. The following is a complete list of what you will be asked to share:

- Your contact information
- Other types of relief you have applied for
- The address where the damage occurred
- How the grant funds will be used
- Documentation of damage (such as photos, FEMA documents, insurance claim documents, etc.)

After completing an application, it will be briefly reviewed by Texas Mutual, and then sent to your agent to co-sign.

**Q: What is the agent's role in the grant application process?**

A: The agent associated with the policy will need to co-sign the application in order for it to be considered complete. The agent's timely attention is important so that the application can undergo final review by Texas Mutual. The agent will verify that the policyholder:

- Has a location in one of the 60 counties on the governor's Hurricane Harvey Disaster Declaration
- Has a business that has been significantly impacted by the hurricane, to the best of the agent's knowledge
- Plans to use grant funds for payroll, building rehab or repair, machinery and equipment repair or purchase, replacement of lost inventory, and other expenses associated with rebuilding, to the best of the agent's knowledge
- Plans to use funds on expenses related only to the business, and that are not reimbursed by other insurance, to the best of the agent's knowledge

**Q: How will I know if my application is approved?**

A: You will receive an email from the Hurricane Harvey Relief Grant committee letting you know that you are approved. The process to distribute a check will also begin at that time. If the application isn't approved, you will be notified by email upon determination. Grants will be offered on a first come, first serve basis.

**Q: Are there any requirements to receiving a grant?**

A: Grant recipients must sign the following agreement:  
(See next page)



## Hurricane Harvey Relief Grant Agreement

**Purpose of Grant:** The Hurricane Harvey Relief Grant was established to aid Texas Mutual Insurance Company ("Texas Mutual") policyholders who sustained significant damages from Hurricane Harvey. The grant will provide funds toward efforts to rebuild business operations.

If a Hurricane Harvey Relief Grant is awarded to Recipient, the grant is provided by Texas Mutual subject to the following terms and conditions:

- A. **Eligibility.** The Recipient must have an in-force policy with Texas Mutual, effective on or before September 12, 2017. The Recipient must also have a business location in one or more of the 60 counties identified in Governor Greg Abbott's Hurricane Harvey Disaster Declaration.
- B. **Approved Use.** The Recipient may use the Hurricane Harvey Relief Grant toward business property and operations that were damaged due to Hurricane Harvey. This includes, but is not limited to building repair, machinery and equipment repair or purchase, replacement of lost or damaged inventory, payroll, and other expenses associated with rebuilding. The Hurricane Harvey Relief Grant may not be used for personal property.
- C. **Grant Amount.** Texas Mutual will grant the Recipient the amount of eligible funds requested under Section D of this Hurricane Harvey Relief Grant Agreement ("Agreement"), up to a total amount of \$10,000.
- D. **Documentation.** The Recipient must complete a worksheet identifying the amount of funds needed and how they will be used. The Recipient must also submit supporting documentation such as photos, FEMA documents, insurance claim documents, etc.
- E. **Assignment.** The Recipient may not assign this Agreement without the prior written consent of Texas Mutual. If the Recipient sells or merges its business after signing this Agreement, but before completing the terms of this Agreement, the Recipient must immediately notify Texas Mutual of the sale or merger. Upon a sale or merger, Texas Mutual may (i) terminate this Agreement or (ii) consent to an assignment of this Agreement. The Recipient will remain responsible for completion of the terms of this Agreement unless Texas Mutual provides written consent to an assignment.
- F. **Termination.** Texas Mutual may terminate this Agreement if the Recipient fails to comply with the terms of this Agreement. Upon such termination, Texas Mutual has no obligation to provide the Hurricane Harvey Relief Grant funds to Recipient and, if Texas Mutual has already provided the Hurricane Harvey Relief Grant funds to Recipient, the Recipient will immediately return the funds to Texas Mutual.
- G. **Disclaimer of Liability.** Participation in the Hurricane Harvey Relief Grant program and payment toward eligible items is not intended to assure compliance with any law, rule or regulation and Texas Mutual does not warrant or represent that use of grant funds will ensure that the Recipient's premises, workplace, operations, machinery or equipment are safe or healthful or are in compliance with any law, rule or regulation. Texas Mutual is not liable for and the Recipient hereby waives, releases and forever discharges any and all rights and claims for damages the



Recipient may have against, and holds harmless Texas Mutual from any loss, damage, injury, expense or liability incurred by Recipient or any third party arising out of repairs and other work performed, inventory and equipment purchased, or installation or use of the requested items purchased with grant funds.

- H. **Governing Law and Venue.** This Agreement, including the construction and enforcement of its terms, is governed exclusively, and in all respects by the laws of the State of Texas. The venue for all legal actions arising out of this Agreement is exclusively in Travis County, Texas.
  
- I. **Indemnity.** The Recipient will defend, indemnify and hold harmless Texas Mutual, its agents and employees (the "indemnified party") from and against any liability, loss, claim, lawsuit or expense, including court costs, reasonable legal fees and settlement amounts, incurred in connection with claims by a third party (excluding claims by the Recipient's employees that are covered by workers' compensation) for damages of any nature including, but not limited to, bodily injury, death, personal injury, property damage, economic loss or other damages (i) related to the repairs and other work performed, inventory and equipment purchased, or installation or use of the requested items purchased with these grant funds or (ii) to the extent of the Recipient's breach of this Agreement or its own negligence or willful misconduct.