

**SUBCHAPTER F. INLAND MARINE INSURANCE AND MULTI-PERIL
28 TAC §5.5002**

INTRODUCTION. The Texas Department of Insurance (TDI) proposes to amend 28 TAC §5.5002, concerning inland marine insurance. Section 5.5002 implements Insurance Code §2251.004 and §2301.005. The amendments classify pet insurance as inland marine insurance.

EXPLANATION. Pet insurance covers veterinary expenses arising from pet injury or illness. It is commonly considered a type of inland marine insurance, but Texas currently treats it as a miscellaneous kind of property and casualty insurance, meaning that insurers cannot offer pet insurance through group policies. The proposed amendment to §5.5002 would classify pet insurance as inland marine insurance, giving insurers more flexibility in how they offer it. Specifically, insurers could offer both individual and group pet insurance policies.

Although pet insurance represents a small fraction of the property and casualty insurance market, pet insurance is growing and becoming popular as an employer-offered benefit.

Under its current treatment as a miscellaneous kind of property and casualty insurance, pet insurance rates must be filed and forms must be approved by TDI before they are used. In contrast, inland marine products are designated as "filed" or "non-regulated" in §5.5002. The amended rule would add subparagraph (QQ) to designate pet insurance as a "non-regulated" inland marine product, meaning that rules, rates, and forms will no longer need to be filed or approved. Designating pet insurance as a non-filed type of inland marine, instead of a filed type, will help maintain a level playing field among insurers, because Lloyd's plans, reciprocals, and interinsurance exchanges are not required to file inland marine rates or forms.

In addition, the proposed amendment includes nonsubstantive editorial and formatting changes to conform the text of §5.5002 to the agency's current style and to improve the rule's clarity. These changes include changing "shall" to "must" or other clearer language and removing unnecessary wording. The amendment also corrects a typographical mistake in a reference to Property Code §59.001.

TDI received comments on an informal draft posted on TDI's website on October 8, 2020. TDI considered those comments when drafting this proposal.

FISCAL NOTE AND LOCAL EMPLOYMENT IMPACT STATEMENT. David Muckerheide, assistant director of the Property and Casualty Lines Office, has determined that during each year of the first five years the proposed amendment is in effect, there will be no measurable fiscal impact on state and local governments as a result of enforcing or administering the sections, other than that imposed by the statute. Mr. Muckerheide made this determination because the proposed amendments do not add to or decrease state revenues or expenditures, and because local governments are not involved in enforcing or complying with the proposed amendments.

Mr. Muckerheide does not anticipate any measurable effect on local employment or the local economy as a result of this proposal.

PUBLIC BENEFIT AND COST NOTE. For each year of the first five years the proposed amendment is in effect, Mr. Muckerheide expects that administering the proposed amendment will have the public benefit of allowing group pet insurance policies and maintaining a level playing field between insurers, since Lloyd's plans, reciprocals, and interinsurance exchanges are not currently required to file inland marine forms or rates.

Mr. Muckerheide expects that the proposed amendment will not increase the cost of compliance with Insurance Code Chapters 2251 and 2301 because the amendment

does not impose requirements beyond those in the statute. Additionally, the proposed amendment will reduce the cost of compliance and regulatory burden for some insurers because they will no longer have to file pet insurance rules, rates, or forms.

ECONOMIC IMPACT STATEMENT AND REGULATORY FLEXIBILITY ANALYSIS. TDI has determined that the proposed amendment will not have an adverse economic effect on small or micro businesses, or on rural communities. The proposed amendment would increase the availability of pet insurance, regardless of the size or location of the prospective consumers or providers. As a result, and in accordance with Government Code §2006.002(c), TDI is not required to prepare a regulatory flexibility analysis.

EXAMINATION OF COSTS UNDER GOVERNMENT CODE §2001.0045. TDI has determined that this proposal does not impose a possible cost on regulated persons.

GOVERNMENT GROWTH IMPACT STATEMENT. TDI has determined that for each year of the first five years that the proposed amendments are in effect, the proposed rule:

- will not create or eliminate a government program;
- will not require the creation of new employee positions or the elimination of existing employee positions;
- will not require an increase or decrease in future legislative appropriations to the agency;
- will not require an increase or decrease in fees paid to the agency;
- will not create a new regulation;
- will expand an existing regulation;
- will not limit or repeal an existing regulation;

- will not increase or decrease the number of individuals subject to the rule's applicability; and
- will not positively or adversely affect the Texas economy.

TAKINGS IMPACT ASSESSMENT. TDI has determined that no private real property interests are affected by this proposal and that this proposal does not restrict or limit an owner's right to property that would otherwise exist in the absence of government action. As a result, this proposal does not constitute a taking or require a takings impact assessment under Government Code §2007.043.

REQUEST FOR PUBLIC COMMENT. TDI will consider any written comments on the proposal that are received by TDI no later than 5:00 p.m. central time, on March 1, 2021. Send your comments to ChiefClerk@tdi.texas.gov, or to the Office of the Chief Clerk, MC 112-2A, Texas Department of Insurance, P.O. Box 149104, Austin, Texas 78714-9104.

To request a public hearing on the proposal, submit a request before the end of the comment period to ChiefClerk@tdi.texas.gov; or to the Office of the Chief Clerk, MC 112-2A, Texas Department of Insurance, P.O. Box 149104, Austin, Texas 78714-9104. The request for public hearing must be separate from any comments and received by the department no later than 5 p.m., central time, on March 1, 2021. If TDI holds a public hearing, TDI will consider written and oral comments presented at the hearing.

STATUTORY AUTHORITY. TDI proposes §5.5002 under Insurance Code §§2251.004, 2301.005, and 36.001.

Insurance Code §2251.004 provides that the Commissioner may adopt rules governing how rates are regulated for the various classifications of risks insured under inland marine insurance, as determined by the Commissioner.

Insurance Code §2301.005 provides that the Commissioner may adopt rules governing how forms are regulated for the various classifications of risks insured under inland marine insurance, as determined by the Commissioner.

Insurance Code §36.001 provides that the Commissioner may adopt any rules necessary and appropriate to implement the powers and duties of TDI under the Insurance Code and other laws of this state.

CROSS-REFERENCE TO STATUTE. Section 5.5002 implements Insurance Code §2251.004 and §2301.005.

TEXT.

§5.5002. Texas Definition of Inland Marine Insurance.

Inland marine insurance is defined and classified as follows.

(1) Imports (non-regulated). Imports may be insured under inland marine policies, when such property is not subject to import risk under marine (ocean) policies, as follows.

(A) Imports on consignment may be covered wherever the property may be and without restriction as to time, provided the coverage of the issuing companies includes hazards of transportation. A shipment on consignment means property consigned and entrusted to a factor or agent to be held in his or her care, or under his or her control for sale, for account of another, or for exhibit or trial or approval or auction, and if not disposed of, to be returned.

(B) Imports not on consignment in such places of storage as are usually employed by importers, provided the coverage of the issuing companies includes hazards of transportation. Such policies may also include the same coverage in respect to property purchased on cost-insurance-freight terms or spot purchases for inclusion with or in substitution for bona fide importations. An import, as a proper subject for inland marine insurance, is deemed to maintain its character as such so long as the property remains segregated in the original form or package in such a way that it can be identified and has not become incorporated and mixed with the general mass of property in the United States, and will [~~shall~~] be deemed to have been completed when such property has been:

- (i) sold and delivered by the importer, factor, or consignee; or
- (ii) removed from place of storage as described in this subparagraph and placed on sale as part of importer's stock in trade at a point of sales distribution; or
- (iii) delivered and accepted for manufacture, processing, or change in form to premises of the importer or of another used for any such purposes.

(2) Exports (non-regulated). Inland marine policies may cover property for export, when such property is not subject to export risk under marine (ocean) policies, as follows.

(A) Export property may be covered wherever the property may be without restriction as to time, provided the coverage of the issuing companies includes hazards of transportation.

(B) Export property is deemed to acquire its character as such when designated as such or while being prepared for export and retains that character unless diverted for domestic trade, and when so diverted, the provisions of these sections respecting domestic shipment apply [~~shall apply~~]; provided, however, these provisions do

not apply to long-established [~~long-established~~] methods of insuring certain commodities, e.g., cotton.

(3) Domestic shipments (non-regulated).

(A) Domestic shipments on consignment for consignor and/or consignee may be written as follows, provided that in all events the policy covers [~~shall cover~~] while in transit:

(i) on consignment for sale or distribution for account of consignor, with no restriction as to time in storage or deposit, while in the custody of others and including return shipments, provided that in no event will [~~shall~~] the policy cover on premises owned, leased, or controlled by the consignor;

(ii) on consignment for sale or distribution for account of consignee while in the custody of others and including return shipments, provided that in no event may [~~shall~~] coverage be granted in excess of 120 days at premises owned, leased, or controlled by consignee; further provided that if coverage be issued jointly to consignee and consignor, the same limitation of 120 days for coverage at premises owned, leased, or controlled by consignee will [~~shall~~] be applicable only with respect to the interest of the consignee; and

(iii) on consignment for account of consignor and/or consignee for exhibition, trial, approval, or auction, without restriction as to time in storage or deposit or on exhibition and while in the custody of others and including return shipments.

(B) Domestic shipments not on consignment may be written as follows, provided that in all events the policy covers [~~shall cover~~] while in transit:

(i) at premises of transportation companies or freight forwarders pending transportation without restriction as to time in storage or deposit.

[~~Note:~~] For purposes of insurance under this clause, a "freight forwarder" [~~freight forwarder~~] is defined as a

warehouse or transportation concern who takes custody of the property of others for storage and transport either by schedule or upon call;

(ii) furniture shipment policies without restriction as to time in storage or deposit to cover only used household furniture and used furniture and fixtures in course of transit while awaiting determination or availability of final destination. Such policies may ~~[shall]~~ not cover after delivery to final destination and may ~~[shall]~~ not include merchandise held for sale; and

(iii) in all other situations provided, the coverage may ~~[shall]~~ not exceed 120 days at any place of storage or deposit operated by the assured except coverage at points of sales distribution or at manufacturing premises of the assured which may be written without regard to such restriction of time in storage; provided, however, that in no event will ~~[shall]~~ any policy cover the perils of fire and extended coverage at such points of sales distribution or such manufacturing premises.

(4) Bridges, tunnels and other instrumentalities of transportation and communication (non-regulated). No policy may ~~[shall]~~ be issued under this paragraph where the perils of fire and extended coverage are the only hazards to be covered; provided further that in all cases policies must ~~[shall]~~ exclude buildings, office furniture, and supplies held in storage therein. Policies covering piers, wharves, docks, and slips must ~~[shall]~~ exclude the hazards of fire and extended coverage. Other aids to navigation and transportation, including dry docks and marine railways, may be covered against any ~~[and all]~~ risks. Property insured under this paragraph may include, but is not ~~[necessarily]~~ limited to:

(A) pipelines, including on-line propulsion, regulating, and other equipment appurtenant to such pipelines, but excluding all property at manufacturing, producing, refining, converting, treating, or conditioning plants;

(B) power transmission and telephone and telegraph lines, excluding all property at generating, converting, or transforming stations, substations, and exchanges;

(C) radio and television communication equipment in commercial use as such, including towers and antennae, auxiliary equipment, electrical operating and control apparatus, and other property directly used for transmitting and/or receiving; and

(D) outdoor cranes, loading bridges, and similar equipment used to load, unload, and transport.

(5) Other inland marine risks.

(A) Accounts receivable (filed).

(B) Agricultural machinery and equipment (excluding dealers) (filed).

(C) Bailee customers policies (non-regulated). Covering property in the custody of bleacheries, throwsters, fumigatories, dyers, cleaners, laundries, needle workers, and other bailees for the purpose of storage or performing work thereon. Such policies may ~~shall~~ include coverage while in transit but may ~~shall~~ not cover bailee's property at his or her premises.

(D) Block policies. Block policies presently approved under this section are:

(i) camera dealers (filed);

(ii) equipment dealers (filed);

(iii) furrier's block (non-regulated);

(iv) jeweler's block:

(I) retailers with average inventories of less than \$250,000 (filed); and

(II) all other classes (non-regulated);

(v) musical instrument dealers (filed).

(E) Cold storage locker plant policies (non-regulated). Covering merchandise of customers such as meats, game, fish, poultry, fruit, vegetables, and property of a similar nature.

(F) Cotton buyers transit policies (filed).

(G) Domestic bulk liquids policies (non-regulated). Covering domestic bulk liquids stored in tanks, provided the risks of fire and extended coverage are excluded therefrom.

(H) Exhibition policies covering property while on exhibition and in transit to or from such exhibition (non-regulated).

(I) Film floaters, including builders' risk during the production and coverage on completed negatives and positives and sound records (filed).

(J) Fine arts policies covering objects of art such as pictures, bronzes, and antiques, rare manuscripts and books, articles of virtu, etc.:

- (i) private collections (filed);
- (ii) dealers (non-regulated); and
- (iii) all other commercial risks (filed).

(K) Floor plan policies (filed). Covering property for sale while in possession of dealers under a floor plan or any similar plan under which the dealer borrows money from a bank or lending institution with which to pay the manufacturer, provided:

(i) such merchandise is specifically identifiable as encumbered to the bank or lending institution;

(ii) the dealer's right to sell or otherwise dispose of such merchandise is conditioned upon its being released from encumbrance by the bank or lending institution; and

(iii) that such policies cover the merchandise in transit and do not extend beyond the termination of the dealer's interest and may ~~shall~~ not cover merchandise for which the dealer's collateral is the stock or inventory as distinguished from merchandise specifically identifiable as encumbered to the lending institution.

(L) Furriers' customers policies (non-regulated). Policies under which certificates or receipts are issued by furriers or fur storers covering specified articles, the property of customers.

(M) Garment contractors floaters (non-regulated).

(N) Government service floaters (non-regulated).

(O) Home freezers and contents against loss resulting from power failure and/or mechanical breakdown (non-regulated).

(P) Installation risks or builders' risks (non-regulated). Covering loss to owner, seller, or contractor on account of physical damage to machinery, equipment, building materials, or building supplies being used with and during the course of installation, testing, building, renovating, or repairing of dwelling, commercial, or industrial construction. Such policies may cover at points or places where work is being performed, while in transit, and during temporary storage or deposit of property designated for and awaiting specific installation, building renovating, or repairing. In no event may ~~shall~~ any policy cover such properties while contained in stock of merchandise held for sale to the public by dealers and such coverage must ~~shall~~ be limited to installation risks or builders' risks where perils in addition to fire and extended coverage are to be insured. If written for account of owner, the coverage must ~~shall~~ cease upon completion and acceptance thereof or if written for account of a seller or contractor, the coverage must ~~shall~~ terminate when the interest of the seller or contractor ceases.

(Q) Inland marine insurance classes of coverage, commonly referred to as consumer credit property insurance and commercial credit property insurance, set out in clauses (i) and (ii), respectively, as follows:

(i) Coverage resulting from an open- ~~[open]~~ or closed-end ~~[closed-end]~~ consumer credit transaction that is a retail installment transaction (filed). For purposes of this subparagraph, "retail installment transaction" has the meaning assigned in ~~[the]~~ Finance Code~~[,]~~ §345.001. The credit property insurance addressed in this clause must comply with provisions in subclauses (I) through (VIII) of this clause.

(I) Policies offering coverage addressed in this clause must include coverage while in transit and may be extended to include the interest of a vendee, mortgagor, or lessee, but in no event may ~~[shall]~~ the policy cover the vendor's, mortgagee's, or lessor's interest beyond the termination of that interest.

(II) All policies or certificates issued under this clause must ~~[shall]~~ include a clear statement to the insured about the method of payment allocation to all outstanding purchase obligations by reference to the applicable lending documents to determine how the coverage will be applied.

(III) Premium calculations for coverage addressed in this clause involving a closed-end ~~[closed-end]~~ consumer transaction may not be based on amounts paid for services, meals, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums (e.g., credit life, credit disability, credit property, or credit involuntary unemployment insurance coverage).

(IV) An offer to extend coverage for a closed-end ~~[closed-end]~~ consumer transaction addressed in this clause must ~~[shall]~~ include, at the time of the invitation to contract, the following prominent written disclosure in no smaller than 10-point boldface type: "This coverage might duplicate existing coverage if you have a residential property insurance policy. This coverage ceases when you have fully paid the

debt. This coverage is primary, so it is the first source to be used in the event of a loss on property it covers. You may cancel this coverage at any time by calling the insurer at the toll-free telephone number provided to you, or by writing to the insurer. This coverage costs (set out the total identifiable credit property insurance charge)."

(V) An offer to extend coverage for an open-end ~~[open end]~~ consumer transaction addressed in this clause must ~~[shall]~~ include, at the time of the invitation to contract, the following prominent written disclosure in no smaller than 10-point boldface type: "This coverage might duplicate existing coverage if you have a residential property insurance policy. It applies to any item of covered property on which you owe a debt. This coverage is primary, so it is the first source to be used in the event of a loss on property it covers. You may cancel this coverage at any time by calling the insurer at the toll-free telephone number provided to you, or by writing to the insurer. This coverage costs \$(enter amount) per \$100 of outstanding balance on your account. The premium charged for this coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding balance, are not covered."

(VI) Policies or certificates extending the coverage addressed in this clause must ~~[shall]~~ be provided to the insured at the time coverage is accepted by the insurer, along with written instructions on filing claims under the coverage. The instructions must ~~[shall]~~ include the insurer's toll-free telephone number, as well as a list of essential elements for inclusion by the insured to perfect a claim. All such policies or certificates provided to insureds must ~~[shall]~~ include the disclosure set out in subclause (IV) of this clause, or subclause (V) of this clause, as applicable, subject to the same type face and size requirements.

(VII) Policies and certificates of insurance issued to cover open-end [~~open-end~~] consumer transactions must [~~shall~~] provide that the policyholder or certificate holder will be furnished the following disclosure notice on the face of the account statement or through a statement insert not less than semi-annually in no smaller than 6-point boldface type if on the face of that statement or in no smaller than 10-point boldface type if on a statement insert: "If you are paying a credit property insurance premium, that premium is based on the entire outstanding balance of this account. You may cancel this coverage at any time by calling the insurer at the toll-free telephone number it has provided to you, or by writing to the insurer. Any premium charged for credit property insurance coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding balance, are not covered."

(VIII) Policies and certificates of insurance offering coverage for an open-end [~~open-end~~] consumer transaction must [~~shall~~] provide that the policyholder or certificate holder will be furnished a statement each billing cycle, but not less frequently than quarterly, which indicates:

(-a-) the amount of the credit property insurance charge, shown separately from any total insurance charge;

(-b-) the amount of the insured's indebtedness to which the insurance charge rate was applied;

(-c-) the date the rate was applied; and

(-d-) the period covered by such monthly charge.

(ii) Coverage resulting from commercial credit transactions involving installment sales, leased property, and deferred payment contracts (non-regulated). For purposes of this subparagraph, a commercial credit transaction is one which does not fall within the meaning of an open- ~~[open]~~ or closed-end ~~[closed-end]~~ consumer credit transaction that is a retail installment transaction under clause (i) of this subparagraph. The credit property insurance coverage addressed in this clause covers the interest of a vendor or mortgagee in property sold in a commercial transaction under an installment sales contract, or a partial or deferred payment contract; and the interest of a lessor in property leased. Credit property insurance policies subject to this clause must include coverage while in transit and may be extended to include the interest of the vendee, mortgagor, or lessee, but in no event may ~~[shall]~~ the policy cover beyond termination of the vendor's, mortgagee's, or lessor's interest.

(R) Live animal floaters as follows:

(i) cattle kept for feeding, dairy, breeding, or show purposes, sheep, swine, horses, and mules, except horses and mules used exclusively for racing or show including breeding therefor (filed); and

(ii) range cattle and range sheep while on ranges; horses or mules used exclusively for racing or show, including breeding therefor; livestock while being transported to or from or while at stockyards; policies issued to assureds conducting sales or auction, covering livestock of others for public sale; livestock insured under mortality policies covering, among other perils, against death or destruction due to natural causes; livestock of circus, carnival, or theatrical enterprises; policies issued to veterinarians and humane societies to cover livestock of others in their custody or control for professional purposes (non-regulated).

(S) Mobile equipment and miscellaneous movable property (non-regulated).^[7] ~~[e.g.,]~~ For example, this includes contractors' equipment, industrial and other

special equipment not primarily designed for highway use, mechanical sales devices, storage batteries, stevedores, divers' equipment, undertakers' equipment, outboard boats and motors, parachutes, ~~and~~ balloons, ~~[-]~~ scientific ~~[Scientific]~~ and surveyors' instruments, articles for sport and recreation, musical scores and orchestrations, and all other similar movable and identified property not on sale or consignment, or in the course of manufacture, which has come into the custody and/or control of parties who intend to use such property for the purpose for which it was manufactured or created. Such policies may ~~shall~~ not include coverage of storage risks at premises of the assured, except where incidental to the regular use of the equipment or property away from the premises.

(T) Musical instrument floaters (radios, televisions, record players, and combinations thereof are not deemed musical instruments) (filed).

(U) Nuclear insurance (non-regulated). Insurance against loss resulting from physical damage (including risks in course of construction) to:

(i) designated nuclear facilities, including property associated therewith and subject to radiation damage therefrom;

(ii) other property directly related to such nuclear facilities; and

(iii) other facilities involving substantial quantities of radiation.

(V) Oil and gas lease property (filed).

(W) Pattern and die floaters, excluding coverage on the owner's premises (non-regulated).

(X) Personal effects floaters (filed).

(Y) Personal fur floaters (filed).

(Z) Personal jewelry floaters (filed).

(AA) Personal property floaters (filed).

(BB) Physicians' and surgeons' equipment floaters (excluding dealers) (filed).

(CC) Radium floaters (non-regulated).

(DD) Rolling stock covering locomotives and other rolling stock used on a railway system. Coverage may be provided on an all risk basis or named peril basis, subject to the inclusion of the perils of fire, collision, derailment, overturn, strikes, and riots (non-regulated).

(EE) Salespersons' [~~Salesmen's~~] samples floaters (non-regulated).

(FF) Sign and street clock policies, covering neon signs, automatic or mechanical signs, street clocks, while in use as such (filed).

(GG) Silverware floaters (filed).

(HH) Stamp and coin floaters:

(i) private collection (filed); and

(ii) commercial risks (non-regulated).

(II) Self-service storage customer floater policies (filed for policy forms and endorsements; non-regulated for rates) may be issued to a tenant of a self-storage facility and covering property stored at such facility. Coverage is limited to property in storage for the perils set forth in the policies, which must include coverage for property while in transit. Coverage may not be provided for any motor vehicles subject to motor vehicle registration and inspection. It is not intended that this coverage definition will allow coverage of property stored in any facility where the lessor issues a warehouse receipt, bill of lading, or other document of title relating to the stored property, or in facilities other than storage facilities that have multiple storage units. Accordingly, the terms "self-service storage facility" and "tenant" [~~shall~~] have the meaning prescribed by [~~the~~] Texas Property Code, §59.001 [~~59.000~~], i.e., "self-service storage facility" means real property that is rented to be used exclusively for storage of property and is cared for and controlled by the tenant. "Tenant" [Tenant] means a person entitled under a rental agreement to the exclusive use of storage space at a self-service storage facility.

(JJ) Theatrical floaters, excluding buildings and their improvements and betterments and furniture and fixtures that do not travel about with theatrical troupes (filed).

(KK) Tourists' floaters (filed).

(LL) Travel baggage (non-regulated).

(MM) Valuable papers and records (filed).

(NN) Wedding present floaters (non-regulated).

(OO) Wool growers and wool buyers floater policies, covering property usual to the conduct of the assured's business while in transit and all other situations customary and incidental thereto (non-regulated).

(PP) Electronic Equipment Protection Policy (filed). Coverage may be provided for electronic equipment, including data processing equipment and components, connections, extensions, and systems; electronic media including converted data; and extra expense incurred in order to continue normal operations which are interrupted as a result of an insured loss. The policy must provide coverage on such property while in transit.

(QQ) Pet insurance (non-regulated). Individual or group insurance policies covering veterinary expenses for pet illness or injury.

CERTIFICATION. This agency certifies that legal counsel has reviewed the proposal and found it to be within the agency's authority to adopt.

Issued in Austin, Texas, on January 11, 2021.

DocuSigned by:

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James Person, General Counsel
Texas Department of Insurance