

# Professional Liability Insurance Program Agencies of NAU Country Insurance Company Outline of Coverage



#### Policy Period:

August 1, 2018 to August 1, 2019

## Issuing Carrier:

Zurich American Insurance Company, a member company of Zurich US Insurance Group, An admitted Carrier

Rated: A+ (Superior): XV A.M. Best

The information obtained from A.M. Best dated December 8, 2017 is not in any way CalSurance Associate's warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of the publication.

# Program Administrator:

CalSurance Associates

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#### Claims Administrator:

Lancer Claims Services

A Division of Brown & Brown Program Insurance Services, Inc. 681 South Parker Street, Suite 300, Orange, CA 92868

Phone: 800-821-0540

#### Insureds (includes but is not limited to):

- 1. The "Named Certificate Holder";
- Any corporation, partnership or other business entity which engages in Professional Services and which is owned by the "Named Certificate Holder" and then only with respect to those operations of the business entity related to the Professional Services provided by the "Named Certificate Holder";
- 3. Any person acting on behalf of the "Named Certificate Holder", who was or is either:
  - an employee of the "Named Certificate Holder" or "Named Certificate Holder's" business entity or
  - a partner, officer, director, stockholder or independent contractor of the "Named Certificate Holder's" business entity provided such person is not party to a contract with any other insurance company;

and then only with respect to "Professional Services" provided by the "Named Certificate Holder". Coverage provided to such individuals does not include the direct solicitation of insurance or "Securities" personally or on behalf of the "Named Certificate Holder", regardless of the method of compensation.

4. The heirs, executors, administrators or legal representatives of the "Named Certificate Holder" in the event of death, incapacity or bankruptcy.

#### Coverage:

The Company shall pay on behalf of the "Insured", subject to the Limits of Liability shown in Item 4. of the "Certificate of Insurance", all sums in excess of the Deductible shown in Item 6. of the Certificate of Insurance" that the "Insured" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Insured" and reported to the Company in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:

- 1. The "Claim" arises out of a negligent act, error or omission of the "Insured" in rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession as an "Agent", "General Agent" notary public, or "Registered Representative" while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such negligent act, error or omission occurred on or after the "Retroactive Date" and before the end of the "Certificate Period""; or
- 2. The "Claim" is for a "Personal Injury" caused by an offense arising out of rendering or failing of render "Professional Services for others in the conduct of the "Named Certificate Holder's" profession identified in Section I INSURING AGREEMENTS, Subsection A.1. above while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such "Personal Injury" occurred on or after the "Retroactive Date" and before the end of the "Certificate Period".

#### Coverage Options:

Tier I: The sales and/or servicing of NAU Country Insurance Company Products Only

or

Tier II: Tier I plus, the sales or servicing of brokered Crop Insurance, Property & Casualty Insurance, Fixed Life, Accident and Health and Employee Benefit Plans.

#### Limit Options:

\$1,000,000 each Claim

\$1,000,000 aggregate each Named Certificate Holder

0

\$2,000,000 each Claim

\$2,000,000 aggregate each Named Certificate Holder

#### Defense Costs:

Within the limits of liability

#### Policy Aggregate:

None.

## Deductibles (applicable to Damages Only):

# Tier I: NAU products only

\$ 5,000 each Claim involving a NAU product/service only \$10,000 each Claim when available mapping technology was not used

#### Deductibles (applicable to Damages Only): continued

A deductible waiver of 50% will apply to the first paid Claim involving NAU products/services. The waiver is contingent upon the Insured having zero paid claims. Deductible waiver only applicable to NAU products/services when available mapping technology was used.

# Tier II: NAU and other company products

\$ 5,000 each Claim involving a NAU product/service only \$10,000 each Claim for all other covered products or services \$10,000 each Claim when available mapping technology was not used

A deductible waiver of 50% will apply to the first paid Claim involving NAU products. The waiver is contingent upon the Insured having zero paid claims. Deductible waiver only applicable to Claims involving NAU Products when available mapping technology was used.

#### Retroactive Date:

The inception date of the Insured Agent's first claims made agent's professional liability policy from which date coverage has been maintained in force without interruption and for which written proof is provided to the company.

# Automatic Extended Reporting Periods:

If a contract between an Insured Agent and NAU terminates during the Policy Period, coverage continues until the expiration date of the policy, or ninety (90) days after Termination of Coverage, whichever is later. The Insured Agent shall have a free Automatic Extended Reporting Period from the later of termination of coverage or the policy expiration date to report in writing any Claim that is first made during such period and arises out of a negligent act, error or omission or Personal Injury which occurred before such date and on or after the Retroactive Date. No coverage shall be provided in the event the Insured Agent has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period, if such is purchased.

# Automatic (2-year Extended Reporting Period for termination due to Retirement, Disability or Death):

If the Insured Agent's contract is terminated due to retirement from the business of providing Professional Services, total and permanent disability, or death, the Insured Agent shall have a free Automatic Extended Reporting Period from the end of the Policy Period until two (2) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the Termination of Coverage or the end of the Policy Period (whichever is later) and on or after the Retroactive Date. No coverage shall be provided in the event the Insured Agent has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period, if such is purchased.

#### Optional Extended Reporting Periods:

If the Insured Agent's contract terminated due to retirement from the business of providing Professional Services, total and permanent disability, or death the Optional Extended Reporting Periods shown below may be purchased by submitting a written request and the applicable additional premium within sixty (60) days of termination:

- a Three (3) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the end of the Policy Period and on or after the Retroactive Date may be purchased for an additional premium of 200% of the Insured Agent's last annual premium; or
- b. Five (5) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the end of the Policy Period and on or after the Retroactive Date may be purchased for an additional premium of 300% of the Insured Agent's last annual premium.

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