



## National Association of Insurance & Financial Advisors Individual Life & Health Agent Program Frequently Asked Questions

**Insurer:** Berkley Insurance Company  
**Policy Form:** BIC10001 (06-11)  
**Period:** 12/1/2017-12/1/18

### 1. Who is Berkley Insurance Company?

This group master policy is issued by BerkleyPro in all states. Berkley is rated A+ (Superior) XV by AM Best. Coverage is provided through an admitted carrier. Additional details can be found at W.R. Berkley.com

*"This information obtained from AM Best dated May 25, 2017 is not in any way CalSurance Associates warranty or guaranty of the financial stability of the insurer in question, and that the information is current as of the date of publication"*

### 2. What is the NAIFA Risk Purchasing Group?

As part of your NAIFA Association membership, NAIFA provides for your membership in the "NAIFA Risk Purchasing Group" an RPG formed by NAIFA and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 39012 et seq.) for the benefit of NAIFA purchasing group members insured under this program. Non-association members may be charged a fee.

### 3. Who is CalSurance®?

CalSurance Associates, a Division of Brown & Brown Program Insurance Services, Inc ("CalSurance®), is the broker who has been selected to administer and place the coverage with the underwriting marketplace on behalf of the members of NAIFA. Questions regarding you coverage, when to file a Claim, or copies of your Certificate of Insurance can be obtained from CalSurance®.

Lancer Claims Services, a Division of Brown & Brown Program Insurance Services, Inc., has been selected by Berkley Insurance Company as the administrator of all Claims that occur under the NAIFA program professional liability policy. Lancer Claims Services handles professional liability claims. Questions regarding when or how to file a claim or inquiries on claims already submitted under this program should be directed to Lancer Claims Services.

### 4. Important Contact Information

These resources are available to agents seeking information regarding professional liability coverage:

#### **Certificates of Insurance and Coverage Questions**

Visit the NAIFA E&O program website at [www.naifaeo.com](http://www.naifaeo.com)

CalSurance Customer Service (888-833-2304 ).

**5. What do limits stated as \$1,000,000/\$2,000,000 mean? How do these limits work?**

The first limit stated is a per claim limit and the second limit is the total aggregate per policy period for each Named Certificate Holder. This means Berkley Insurance company will pay up to \$1,000,000 on any single covered claim made against a Named Certificate Holder. The total limit available to the Named Certificate Holder regardless of the number of claims made against the Named Certificate Holder during the Policy Period is \$2,000,000. This policy is also subject to a group policy aggregate of \$100,000,000. This means the most that will be paid out is \$100,000,000 for all claims under the group policy.

**6. Are other limit options available under this program?**

Yes, see the program highlights for details.

**7. What is the Certificate Periods?**

The Certificate Period means the period of time from the effective date shown on the Certificate of Insurance issued to you which evidences your coverage under the Policy to the date of the expiration shown on the Certificate of Insurance.

**8. How long is the coverage period?**

The coverage term runs from the first of the month in which the agent enrolls for 12 months. Agents with expiration dates after the first of the month will receive a pro-rated premium charge reflecting the first month partial coverage. Your next term renewal date will be on the first day of the month.

**9. Where do I report Claims?**

Claims should be reported to Lancer Claims Services. See the Claim Reporting Form on the NAIFAEO.com website. Claims should be submitted via one of the following methods:

Electronically: [FirstReports@CalSurance.com](mailto:FirstReports@CalSurance.com)

Fax: 714-978-8023

Via Mail: First Reports Desk

Lancer Claims Services, a Division of Brown & Brown Program Insurance Services, Inc  
681 S. Parker St, Suite 300  
Orange, CA 92868

**10. What is a “Claims Made and Reported” Policy?**

Coverage is provided to you on a “Claims Made & Reported” basis. This means the policy applies to negligent acts, errors or omissions provided that:

- The Claim is first made against the insured during the Certificate Period (defined in question 7 above) and is reported to the Insurer in writing during the same Certificate Period, or any applicable Extended Reporting Period; and
- The act, error or omission occurred on or after the Retroactive Date and before the end of the Certificate Period.
- Prior to the effective date of this Policy, you did not have knowledge of any act, error or omission which could reasonably be expected to result in a Claim; or
- If the act, error or omission or Personal Injury occurred prior to the effective date of this Policy Period, there is no other E&O Insurance Available to you.

### **11. What is the Prior Acts Coverage under this policy?**

The prior acts coverage (Retroactive Date) provided under this policy is the inception date of the Named Insured's first claims-made Errors and Omissions Liability Policy from which date coverage has been maintained in force without interruption.

The Policy does not apply to any claim prior to the effective date of coverage issued to the Named Insured if an Insured had any basis to believe that any Insured had knowledge of any negligent act, error or omission or to foresee that such negligent act, error or omission or any related negligent act, error or omission might reasonably be expected to be the basis of a claim.

If the Claim arises out of a negligent act, error or omission that occurred before the Certificate Period and the Insured is covered by any other valid and collectible insurance, then there shall be no coverage under this Policy for such Claim.

### **12. My previous NAIFA policy provided full prior acts after 3 years of continuous coverage, will I continue to have full prior acts?**

You will be subject to the policy retroactive coverage described above.

### **13. Does the policy pay for expenses to defend a Claim?**

The Insurer has the right and duty to defend you when a Claim is made against you seeking Damages for a wrongful act while rendering or failing to render Professional Services. The cost to defend you is paid within your per Claim and Aggregate Limit of Liability (reduces the limits available) but is not subject to a deductible.

You may not make any payment, incur any expense, admit liability, demand or agree to arbitration of any Claim or settle any claim or assume any obligation without the consent of the insurer.

### **14. How does my deductible work?**

Your deductible is applicable to Damages only. That means your deductible is applicable on a first dollar basis for any indemnity payments made.

### **15. What happens if my NAIFA membership is terminated during the policy period?**

Termination of your NAIFA membership also terminates your free NAIFA RPG membership. Coverage will continue until the expiration date on the certificate of insurance, however, you will not be eligible for renewal unless an RPG fee is made available to you and paid.

### **16. What is the definition of Professional Services?**

Please see the Program Highlights sheet. You will be provided with several options for the professional services you wish covered under the program. These will be identified on your Certificate of Insurance.

### **17. Is the premium fully earned?**

In the event of cancellation at your request, premium can be refunded on a short rate basis

### **18. What is the Extended Reporting Period?**

The policy provides an automatic 90 day extended reporting period if the master policy is cancelled or non-renewed. Disabled, retired or deceased agents will have optional reporting periods of 1 year, 3 years or 5 years for 100%, 200% or 300% of expiring annual premium, respectively.

**19. I have employees. Are they covered?**

Under the policy, the definition of Insured includes an employee acting in his or her capacity as such and on behalf of an “Agent” but solely with respect to liability of such employee as it arises out of the “agent” rendering or failing to render professional services as defined in the policy. “Agent” is the individual shown on item 1. of the certificate of insurance.

**20. I have a corporation or LLC. Is this covered under the policy?**

You can enroll under the program as an individual. Coverage for your LLC under the definition of Insured is “a corporation, partnership or other business entity owned and controlled by an “Agent” but solely with respect the liability of such organization as it arises out of the “Agent” rendering or failing to render Professional Services as defined by the policy.

**21. Can I insure multiple agents within my agency under this program?**

This policy is designed for individual agents. Each agent must enroll separately.

**22. What should I do if I have knowledge of a claim or incident that could result in a claim?**

This policy does not apply to claims or incidents that you are aware of that could lead to a claim. If this applies to you, provide notice to your current carrier before applying for coverage under this program.

**All statements contained herein are subject to all terms, conditions and Exclusions of the actual policy.**