



## AIG Programs

### Program Underwriting Authority

#### Oil & Gas Program

Edition Date:	09/15/2014
Program Administrator:	Rigg Insurance Managers DBA RISC, Inc. 2001 Bryan Street, Ste. 2900 Dallas, TX 75201
Principal(s):	Shawn Fabors, President
Program Description:	Oil & Gas well operators, non-ownership working interest in oil & gas wells, and oilfield contractors
Program Manager:	MaryAlice Stembridge
Program Inception:	September, 2013
Division:	66 – AIG Programs
Related PUC Numbers:	60, 61
Program Territory:	United States of America excluding New York State, Louisiana, Illinois, and all territories and possessions
Program Commission:	20%



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## NOTICE – PLEASE READ CAREFULLY

The Program Underwriting Authority (the “Authority”) sets forth the terms and conditions pursuant to which the program administrator named in Section 5 hereof (referred to hereinafter as the “Program Administrator”, “You” or “Your”) may place business with the insurance companies named in Section 2.1 hereof (collectively referred to hereinafter as the “Company”, “We”, “Us” or “Our”) in accordance with the Program Administrator Agreement between the Company and the Program Administrator.

The Program Administrator employee listed in Section 5, as the person assigned the underwriting authority granted herein is responsible for the coordination with the Program Administrator’s staff of periodic updates to this Authority, including but not limited to updates to rates, rating rules, forms implementation and other underwriting bulletins as the Company may issue from time to time.

Please sign the acknowledgement and acceptance form in Section 5 and return an executed copy of the Program Underwriting Authority to your Program Manager within 30 days. If your Program Manager does not receive the executed copy within such time, this Authority will automatically go into effect on the date set forth in Section 5.

## 1. PROGRAM OVERVIEW

### 1.1 ELIGIBLE BUSINESS – PROGRAM DESCRIPTION

You may underwrite, quote and bind business on behalf of the Company on eligible accounts for the “Oil & Gas Program” (Hereinafter, the “Program”) that meet the following eligibility requirements:

#### Eligible Risks:

- Oil & Gas Well Operators
- Non-Ownership working interest in oil & gas wells
- Contractors of the following types:
  - Roustabout services including site preparation and lease beautification
- Oil & Gas support classes such as domestic machinery & equipment distributors, domestic pipe distributors and domestic chemical distributors all distributing products insured in the US.
- Trucking for others (excluding oil and gas hauling i.e. jobbers, pipe hauling, long haul trucking)
- Independent contractors classified as oil lease operations by contractor providing information gathering services for well owners.
- Contractors of the following types:
  - Geographical services
  - Cleaning and Swabbing
  - Wire line services
  - Service contractor including work over

The following risks may be eligible but must be referred to the Program Manager:

- Contractors of the following types:
  - Drilling



- Welding
- Pipeline contractors – excluding transmission line contractors
- Lease/Rental of oilfield tools and equipment, both above ground and down hole

The corresponding Profit Unit Code(s) (PUC) associated with this program are:

60: Accounts with revenue up to \$10,000,000 Primary

61: Accounts with revenue up to \$10,000,000 Excess

In addition, We require the following account attributes\*:

- At least five (5) years in operation.
- Three-year currently valued (within 180 days of the proposed effective date) hard copy loss history provided by the insurance carrier on new business (see Section 3.5 for additional information).
- The loss ratio for the current year, and separately, all lines combined for the past three years, must be 30% or less and have no single loss greater than \$50,000 (Incurred loss).
- Current policy must be active and not in the process of being cancelled or non-renewed.
- D&B credit score of 1, 2 or 3 as obtained from eStart.\*\*

\* Accounts that do not possess each of the above attributes may be deemed acceptable, but must be referred to your Program Manager for review and approval prior to quote.

\*\*For accounts with a D&B score of 0, 4, or 5, you must refer any account:

1. That has a casualty line of business deductible of \$5,000 or more; or
2. Where the total account premium exceeds \$50,000; or
3. Where the accounts last three (3) years of payment history indicate payment issues; or
4. You've determined that the account is operating under any chapter of the US Bankruptcy code.

## 1.2 INELIGIBLE BUSINESS

You cannot quote or bind business for accounts that are outside of the parameters established above.

### Ineligible Risks and Activities:

- Manufacturing
- Rig erection, dismantling or transportation for others
- Any operations with wet exposures in any ocean, gulf, bay, river, marsh or lake.
- Any operations in or associated with refineries or petrochemical facilities
- Waste disposal, not including salt water
- Consultants who advise, instruct, or provide opinions of any kind.
- Any information gathering agent managing and/or directing oil and/or gas exploration or production projects for well owners.
- Any information gathering agent hiring subcontractor personnel and supervising and/or directing their activities to perform a job.
- Any information gathering agent with the authority to use any amount of judgment in managing well operations.



- Delivery pipelines for gas or oil, not gathering systems.
- Rental or sales of blow-out-preventers.
- Any operations in the Marcellus Shale
- Fracking operations
- Seismic vibration operations
- Horizontal Drilling defined as more than 80 degrees from vertical

**Other Ineligible activities:**

- Stand alone Property or Umbrella Liability
- Stand alone Owners and Contractors Protective Policies (OCP's)
- General Contractors or Contractors that sub out more than 35% of their work
- Any account generating an experience debit of 25% or more
- Any deductible over \$10,000
- Any use of a Self Insured Retention

**2. AUTHORITY**

**2.1 INSURANCE COMPANIES**

You are authorized to place business in the Program with the Companies set forth below

**COMPANY NAME**

- New Hampshire Insurance Company**
- Granite State Insurance Company**
- Illinois National Insurance Company**

**2.2 LINES OF BUSINESS / PREMIUM / OPERATING SYSTEM**

You may underwrite, quote and bind eligible business in the Program for accounts with premiums up to the following amounts using the operating system(s) set forth below.

The premium amounts apply only to business written in the Program and do not apply to any business written with any other company, branch, division or department of AIG Property Casualty, Inc.

<b>LINES OF BUSINESS</b>	<b>PREMIUM AUTHORITY</b>	<b>OPERATING SYSTEM*</b>
Commercial Automobile	\$20,000	Coverall
The sum of all policies and/or coverages written for one insured	\$100,000	

**2.3 NAMED INSUREDS**

You must understand the operations of all current and inactive named insured entities and verify that each such entity meets the eligibility guidelines defined for the Program.

Note: Individuals (i.e., natural persons) are not to be listed as a "Named Insured" on our policies.



Please refer all accounts that are requesting either an individual or a non-qualifying entity to be listed as a "Named Insured" to your Program Manager prior to quote.

## 2.4 LIMITS AUTHORITY

You may underwrite, quote and bind eligible business in the Program for accounts with limits up to the amounts set forth below subject to the following catastrophe management limitations.

AUTOMOBILE, GARAGE	Limits	
Commercial Automobile Liability	\$1,000,000	Any One Accident
Commercial Automobile Physical Damage	ACV to \$75,000	Per Vehicle Replacement Cost
Minimum Deductible:		
➤ \$ 500 with Cost New Less than \$35,001		
➤ \$1,000 with Cost New At or Above \$35,001		
Amount Subject Any One Location	\$1,000,000	

## 2.5 ADHERENCE TO FILED RULES/LOSS COSTS/FORMS

### 2.5.1 ISO PRODUCTS / AAIS PRODUCTS / PROPRIETARY PRODUCTS

For this program, for the following lines of business, the Company utilizes the following products as set forth below:

INSURANCE SERVICES ORGANIZATION	AAIS	PROPRIETARY PRODUCTS
Commercial Auto		

Unless you are advised otherwise by a Program Administrator Bulletin, the Company will automatically adopt all ISO/AAIS products *using their effective dates* as filed for:

- Coverage Forms and Endorsements
- Loss Costs, Expected Loss Potentials and/or Rates
- Increased Limits Factors
- Rating Plans
- Classification Plans
- Manual Rules
- Package Modification Factors

The Cover-All Operating system will maintain all changes in compliance with our filings.

### 2.5.2 NEW YORK FREE TRADE ZONE (NYFTZ)

You are authorized to write business in the NYFTZ that qualifies under 'Class 2' but only as directed in these Guidelines in Section 6, or for Umbrella, as directed in Umbrella QwikNotes. You must refer any 'Class 1' risk



to your Program Manager prior to quote. The Company does not write business that qualifies as 'Class 3' at this time.

Regulation 86 is available here: <http://www.elany.org/contentHTML/1184.htm>

## 2.6 POLICY TERM

Policy periods (including any coverage and rate commitments associated therewith) are for a twelve (12) month term only.

## 2.7 PRICING AUTHORITY

You have authority to use the pricing plans designated below. You have no authority to use any rates, loss costs, or rating plans other than those filed by or on behalf of the Company. When pricing all lines, you must properly document the underwriting file relative to qualification and/or the known risk attributes as required by state regulatory requirements.

PRICING / RATING PLAN	
AAIS Rating Plans for the following lines of business:	No Authority
Use of ISO Experience and Schedule Rating and IRPM	Approved
ISO 'a' Rating	No Authority
Deviation from ISO 'Increase Limits Factors'	No Authority
ISO Rule 15 – Commercial Automobile	No Authority
ISO Rule 34 – Commercial General Liability	No Authority
ISO Composite Rating	No Authority
Loss sensitive rating or retrospective rating	No Authority
Large or Special Risk Rating	No Authority
Use of any other State Approved "Deregulation" relative to rate or form use	No Authority
Dividend plans: individual risk or entire program	No Authority
Premium deferral or cash-flow programs, or compensating balance programs	No Authority
Rate guarantees beyond the annual policy term	No Authority
Self insured retentions	No Authority
Preferred Risk Property (PropertyOne Rating Plan)	No Authority
Consent to Rate Rules	No Authority

### 2.7.1 ISO "REFER TO COMPANY" RULES

Anytime ISO has insufficient data to promulgate a rate or loss cost, they defer to the company to create its own rate. Please refer to Section 6, "Refer to Company" rules which are applicable (by product line) for the Program. If we do not address a specific "Refer to Company" issue pertaining to rating an account, please refer the matter to your Program Manager for guidance prior to quote.





## 2.8 LIMITATIONS TO AUTHORITY

Unless a specific exception is listed in Section 6, you may not place any business in contravention of these Guidelines with respect to any aspect of the insurance placed pursuant to the Program, including without limitation, types of risk, coverages provided, policy terms and conditions, and pricing techniques.

### 2.8.1 LIMITATIONS: GENERAL LIMITATIONS

No authority exists to:

1. Quote or bind an account operating pursuant to any chapter of the United States Bankruptcy Code.
2. Quote or bind any account with Commercial Auto exposures of a long-haul nature, defined as a radius of operations greater than 250 miles.
3. Quote or bind any account with overhead transmission/distribution lines either for direct damage or consequential loss, i.e. business interruption or extra expense.
4. Bind any account where Risk Transfer is not self evident, or where the premium for such accounts must be recorded as a deposit.
5. Use any endorsement related to any rating agency downgrade of AIG (Credit Downgrade Endorsement).
6. Captive, pooling, or other risk financing arrangements.
7. Assumed reinsurance.
8. Amendments to any Program Administrator Agreement or other contractual agreement between any company of AIG, Inc., and any duly authorized broker doing business with the AIG Programs Division.
9. Back-dating of coverage more than five (5) business days (and if five days or less, subject to a warranty of no known or reported losses).
10. Requests for facultative reinsurance of any line.
11. Agreement to pay or actual payment of any loss not covered by the policy as it was written at the time of loss.
12. Individual risks, or programs, if AIG Claims Services, or a AIG approved TPA is not handling all losses and loss adjustment.
13. Revise any premium audit without the express written consent of the Company Premium Audit Division.

### 2.8.2 LIMITATIONS: COVERAGES

No authority exists to quote or bind any of the following:

1. Claims Made coverage in a program where the CGL is written on an Occurrence form (excluding Employee Benefits Liability).
2. Occurrence Coverage in a program where the CGL is written on a Claims Made form.
3. Employment Related Practices.
4. Pollution or other Environmental coverage **unless authorized in other sections of this authority.**
5. Liquor Law Liability in states designated as a high hazard (8 or higher) by ISO
6. Railroad Protective Liability.



7. Professional Liability or Errors and Omissions Liability.
8. Manufacturers Output policies or coverage.
9. Ocean Marine.
10. Product Recall.
11. Foreign coverage (i.e. outside the United States or Canada).
12. Hawaii Auto Coverage if not written through Coverall.
13. Massachusetts Auto Coverage.
14. Mold/Fungus Coverage.
15. Data Corruption coverage.
16. Policies that provide for Windstorm and/or Flood and/or Earthquake only.

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### 2.8.3 LIMITATIONS: POLICY TERMS AND CONDITIONS

No authority exists to quote or bind any of the following terms or conditions:

1. Individual risk or programs requesting financial guarantees, e.g. any situation where we would be asked to include language in our policy, or assume obligations in the repayment of indebtedness.
2. Aggregate Limit reinstatement.
3. Requests for mid-term increase in limits of liability (GL only). A “no known loss” warranty may also be required.
4. Extension of cancellation or non-renewal provisions beyond the statutory minimum or 90 days, whichever is greater.
5. Master policies with certificates.
6. Manuscript policies, forms or endorsements, defined as insurance coverage documents, whether written by member companies of AIG or not, that amend policy coverage terms but are not filed.
7. Removal of any policy exclusion.
8. Property Loss – Limit forms or coverage.
9. Property (real, personal or inland marine) on a reporting form basis.
10. Property blanket policy limits.
11. Aggregate stop loss on deductibles or approved SIR's

### 2.9 STATE SURCHARGES AND FEES

You are responsible for the proper billing and collection of all state surcharges and fees. Please refer to our Underwriting Bulletins or contact your Program Manager for current information regarding all applicable state surcharges and fees.

### 2.10 POLICY ISSUANCE AUTHORITY AND SERVICE STANDARDS

You are authorized to issue policies and on behalf of the Company in accordance with the Guidelines set forth herein. You must issue and mail all policies (either by USPS or electronically) within thirty (30) days from the



effective date of the policy; endorsements must be issued and mailed within thirty (30) days of the effective date of the change.

## 2.11 APPROVED COVERAGE FORMS AND ENDORSEMENT AUTHORITY

Section 6 sets forth the coverage forms and endorsements that are available for use with the Program by line of business by jurisdiction, with detail provided in a supplemental Excel Spreadsheet.

This Spreadsheet is current as of the date of this document. However, the actual edition dates are subject to change based upon new forms being filed and approved. You may not use any form or endorsement other than the most current version approved for use by the Company, by line of business, and by jurisdiction.

Anytime you need to use a coverage form or endorsement not set forth in Section 6 herein, you must refer such form to your Program Manager for review and approval prior to use. If such form is approved, we will amend Section 6 accordingly.

## 2.12 DELEGATION OF AUTHORITY

The person designated in Section 5 (the “Designee”) may delegate the underwriting authority set forth herein to employees of the Program Administrator, provided such employees are under the employ and direct supervision of such designee. Any such delegation of authority must be done in writing, maintained on file at the Program Administrators office and made available to the Company upon request. No person other than the Designee may delegate any underwriting authority nor may the Designee delegate any authority to anyone outside of the employ of the Program Administrator. Any exceptions to any of the foregoing must be expressly approved in writing by your Program Manager prior to initiating the quote process.

Delegation of authority to employees must be done in writing and shall be maintained on file at the Program Administrators office.

## 3. PROGRAM UNDERWRITING RULES

### 3.1 UNDERWRITING FILE/DOCUMENTATION REQUIREMENT

You must document the underwriting file to reflect that all issues warranting special consideration have been recognized, evaluated, and found to be in accordance with these Guidelines. Likewise, if any exposures are excluded from coverage, you must document the file accordingly. The underwriting file must contain sufficient information and organized in a manner that will allow anyone to understand the Program Administrator’s underwriting intent by reading the file.

The minimum general requirements for contents of an underwriting file are:

- Signed and dated application(s) – see Section 3.2.
- Account reservation (eStart) confirmation page, including the D&B credit score and any credit or underwriting alerts contained therein – see Section 3.3.
- Account summary worksheet - See Section 3.4.



- Loss runs or a letter of no known losses where applicable – see Section 3.5.
- Final rating worksheets.
- Where a policy is ISO ‘a’ or ‘range’ rated, documentation supporting the rate selected and where needed, approved by the Program Manager.
- Declarations Page (including full legal address of the insured).
- All correspondence pertaining to coverage or premium, including referrals.
- Referral approvals, declinations, if any.
- All quotes retained in a .pdf format along with the email cover letter.
- All binders, retained in a .pdf format along with the email cover letter.
- Complete copy of the policy, which must include a schedule of forms (either paper or electronic copy)
- Copies of any:
  - a. All filled-in forms;
  - b. Mid-term endorsements;
  - c. Notices of cancellation;
  - d. Additional Insured endorsements;
  - e. Non-Renewal notices;
  - f. Renewal notices;
  - g. Premium audits;
  - h. Loss Control Reports.

The minimum additional document requirements by product line are:

### 3.1.1 AUTOMOBILE FILE DOCUMENT REQUIREMENT

- a. Experience and Schedule rating worksheets (including those written with a unity (1.00 mod) and justification for all schedule credits/debits applied.
- b. Driver List and copies of MVR’s as required by these guidelines.
- c. PIP, UM/UIM offers and rejections (where required)

## 3.2 APPLICATIONS

A copy of the completed, signed and dated application must be kept in the policy file. Any supplemental applications, questionnaires, or statements of value which are critical to the underwriting of the account must be signed. Umbrella applications are not required to be signed if all of the underlying applications have been signed.

All applications, including supplemental applications used by the Program Administrator, must be approved by the Company. In some cases, supplemental information can be obtained separately from the application. Additional information that is obtained through telephone conversations, email exchanges, or other means may be used to analyze an account, but must be documented in the account file.

Standard ACORD forms and supplemental questionnaire or application approved by the Program Manager are the only applications approved for this Program.



### 3.3 ACCOUNT CLEARANCE/RESERVATION IN 'E START'

You must enter all accounts and Named Insureds into the AIG reservation system (eSTART) prior to the release of a quote. You must include evidence of the reservation clearance in the underwriting file. You must resolve all Underwriting Alerts, Credit Alerts and Hard Blocks as directed by your Program Manager prior to quote and retained in the file.

In addition, when an account is bound, it must be updated in eStart to reflect a bound status.

### 3.4 ACCOUNT SUMMARY WORKSHEET

Each Underwriting file must contain a completed "Account Summary Worksheet" (one document) that includes the following:

- Name and address of the First Named Insured
- Complete list of Named Insureds, a brief summary of each named insured's operations (including any discontinued operations).
- Description of all operations.
- Exposure and hazard analysis.
- Current/expiring premium.
- Loss history summary by line of business, including open claims summary and large loss summary, if applicable.
- Financial analysis or confirmation of D&B Score (1, 2 or 3, or referral to Program Manager)
- Underwriting rationale supporting writing the account.

### 3.5 LOSS RUNS/LOSS ANALYSIS

You must analyze loss information prior to quoting any account in accordance with the eligibility requirements set forth in Section 1.1 and documented in the Underwriting file. Loss runs must be from an insurer or Approved Third Party Administrator and must have been produced and currently valued within 180 days of the policy effective date for both new and renewal business.

In addition, for each line of business written, a loss summary must be maintained in file that includes for each year:

- a. Annual premium
- b. Total Number of losses
- c. Total Incurred
- d. Analysis of any claim in excess of \$50,000 or loss ratio in excess of 30%

### 3.6 REFERRAL PROCESS / REQUIRED DOCUMENTATION

You must refer any underwriting issue that falls outside of the underwriting authority granted by these Guidelines to your Program Manager prior to quoting the account. Such referral must clearly include the following:



- Reason for the referral (including direct reference to these guidelines that triggers same).
- Supporting documentation, including a completed, current 'Account Summary Worksheet' (see Section 3.4).
- Your reasons supporting why an exception to the Guidelines should be made.
- Due date for a response.

It is incumbent upon You to allow sufficient time for the Program Manager to review all referrals.

Your Program Manager will respond to you with a decision via email, which you must retain in the underwriting file. You may not quote or bind coverage prior to receiving written approval from your Program Manager.

Once the referral is approved, the approval shall remain in effect and, with the exception of the limitations stated below (1), resubmission is not required at each renewal, but only if:

- You have established that there has been no material change to the risk and
- You have properly documented the file (2).

(1) The following exception(s) shall limit referral approval(s) to the current policy term only:

1. When limited by the Program Manager and stated in their approval email; or
2. Deterioration of previously approved three year account loss ratio; or
3. The premium exceeds your authority as stated in Section 2.2, Premium Authority; or
4. Any approval for property and/or inland marine coverages:
  - For flood and/or earth movement if there are any changes to limit(s) or deductible(s); or
  - Windstorm in a "wind control zone" (unless otherwise provided in the written approval); or
  - If the key amount subject increases by more than 10% above the approved amount subject limit; or
  - Any amount subject value over \$40,000,000.

(2) NOTE: All referral approvals pertaining to the in force policy must be kept in the current year policy file.

In addition to the above, please note that any previously approved manuscript endorsements that do not have a specific form number and edition date must be resubmitted at expiration. Once approved, the above will apply if so designated by your Program Manager.

### 3.7 DEDUCTIBLES / SIR PROCEDURES



### 3.8 QUOTATION

You must issue quote letters for all accounts using a protected pdf format. The saved pdf file name must include the insured's name and the date the quote was created. The quote letter must be retained in the underwriting file along with the dated cover letter (email) that accompanied the quote. If a request is made to revise the quote prior to binding, you must issue a new quote letter.

At a minimum the quote letter must include the following: date of proposal, name of producer, name of insured, proposed effective date and expiration date, conditions, limits of liability, deductible/self Insured retention if applicable, premium, applicable coverage, description of forms and endorsements, services if applicable, payment options.

### 3.9 BINDERS

All requests from a retail broker or applicant to bind coverage must be in writing and received prior to the coverage inception date. If multiple quotes were provided, the bind order must clearly state the quote option selected.

You must issue a binder, valid for thirty (30) days, whenever a policy is not issued and mailed (USPS or electronically) within five (5) business days of the policy's effective date and outline the final agreed-upon terms and conditions (which may differ from the quote letter assuming the changes are non-monetary). All binders must be converted to a .pdf format, sent via email, and retained in the underwriting file, along with the dated cover letter that accompanied the binder. You cannot extend a binder without written approval by the Company.

Binders may consist of an ACORD Form 75 or a binder letter, provided, however, that all binder letters must include at least the following information:

- Date of issue
- Quote version number (if replacing an earlier version)
- Type of coverage
- Terms and condition including policy period:
  - Limits and participations
  - Retentions/Deductibles/SIR's
  - List of coverage forms and endorsements:
    - clearly showing form number and edition dates for filed forms
    - including a copy of any approved manuscript wording (note: you may not use "to be determined" language when binding coverage terms.)
- Premium including adjustment basis and any payment/security terms
- Fees and assessments
- Commissions
- Writing company(s) and policy numbers
- Special conditions (warranties, subject to conditions, disclaimer wording in the event of a material change in exposure or conditions)



- All non-monetary changes agreed to at time of binding

All binders or binder letters must contain the following language:

“This binder contains a summary of the coverage provided under the policies listed herein and does not include all the terms, conditions, and exclusions of the policy(ies). The policy(ies) contain the full and complete agreement with regard to the coverage provided therein. Please review the policy(ies) thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control.”

### 3.10 OTHER UNDERWRITING CONSIDERATIONS

#### 3.10.1 DECLINATIONS/NON RENEWALS/CANCELLATIONS

You must provide proper and timely cancellation and/or non-renewal notices to policyholders, and such other entities as required by the policy, any application law, rule, regulation or order, or the Company. Declination of any submitted new business account must be done in writing and in a timely manner. For all cancellations, conditional renewals and non-renewals, use of ODEN Policy Terminator is required to ensure that notices provided comply with each state’s requirements.

#### 3.10.2 MATERIAL CHANGE IN COVERAGE/RATE INCREASES

Many states require notification of any change in premium (including not only base rate changes, but the premiums charged to the individual account) or restrictions in coverage. Some states will require notification to the policyholder prior to renewal, while other states may require a conditional non-renewal. You must issue such notices as required by applicable law, and forward any questions to your Program Manager.

#### 3.10.3 STATE SPECIFIC AMENDATORY ENDORSEMENTS

You must include any/all state amendatory endorsements as required by the “Headquarters State” of the insured.

#### 3.10.4 HEADQUARTERS STATE RULE

You must verify that the Program is in compliance and using approved loss costs/rates, rules and forms based upon the ‘headquarters state’ of the first named insured. As used in this document, “headquarters state” is defined as the state shown in the mailing address of the first Named Insured on the declarations page – the state in which the first Named Insured maintains its headquarters or principle place of business.

#### 3.10.5 OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

You must attach the approved AIG Coverage Territory Endorsement on all policies (as directed in Section 6).





You must comply with all laws, rules and regulations promulgated by the Office of Foreign Assets Control (OFAC). By clearing the account and any alerts and/or blocks that arise in eStart (see Section 3.3), you are satisfying this requirement.

However, You must refer all matters involving conflicts of this type to your Program Manager immediately to address any potential legal risks under all applicable laws prior to quoting. You are not authorized to bind coverage for any insured included on any list of Specifically Designated Nationals and Blocked Persons promulgated by OFAC.

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### 3.10.6 COMMISSION – POLICYHOLDER NOTICE

You must attach the approved AIG policyholder notice (form 91222 04/13) regarding producer commission to all policies issued pursuant to the Program.

## 4. ADMINISTRATION AND SERVICE

### 4.1 LOSS CONTROL

Loss control surveys are provided by AIG Programs approved subcontractors. The purpose of the surveys is to verify information obtained on the application, improve/enhance the insured’s risk management program and to identify “exceptions” or critical information requiring the underwriter’s review.

Refer to QWIK Notes loss control section for specific requirements.

### 4.2 PREMIUM INSTALLMENTS AND FINANCING

The Company does not offer premium installments. Premium financing is allowed but is not offered by the Company.



**5. ACKNOWLEDGEMENT AND ACCEPTANCE**

**ACKNOWLEDGEMENT AND ACCEPTANCE**

These Underwriting Guidelines and the underwriting authority granted herein, supersede any previous document outlining any and all underwriting requirements and authority. Only the terms of these Underwriting Guidelines apply to the conduct of your underwriting responsibility pursuant to the Program. Verbal expressions of underwriting authority do not alter the terms of these Underwriting Guidelines.

Please sign below and return an executed copy of these Underwriting Guidelines to your Program Manager within 30 days. If AIG Programs does not receive the executed copy within such time, these Underwriting Guidelines will automatically go into effect on October 15, 2014

I acknowledge and accept the terms and conditions set forth in these Underwriting Guidelines.

**Acknowledged By:**

**Delegated By:**

RISC, Inc.

\_\_\_\_\_  
Name of Program Administrator

Shawn Fabors

\_\_\_\_\_  
Name of Recipient/Designee

President

\_\_\_\_\_  
Title of Recipient/Designee

\_\_\_\_\_  
Signature of Recipient/Designee

September 25, 2014

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Insurers

\_\_\_\_\_  
Name of Grantor

\_\_\_\_\_  
Title of Grantor

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Date



## 6. ADDENDA – LINE OF BUSINESS GUIDANCE: LOSS COSTS/RULES/FORMS

Included in this Section is a complete set of forms (and current edition date by jurisdiction) approved for use with this program. This information is current as of the date of these guidelines and subject to change. You must use the current, approved form edition, which may be a new version than appears in these guidelines, based upon the Insured’s headquarter state. We will use the Cover-All operating system and/or Program Administrator bulletins to keep this information current.

### 6.1 AUTOMOBILE

**Unless specific guidelines apply, refer to the Division 66 Automobile QwikNotes**

The company accepts ACORD Applications.

#### 6.1.1 APPROVED RATES/LOSS COSTS/LOSS COST MULTIPLIERS – AUTOMOBILE

We will use ISO loss costs, rules and forms when writing Commercial Automobile.

#### 6.1.2 APPROVED RULES – AUTOMOBILE

##### A. COMMERCIAL AUTOMOBILE

- Driving records for all drivers should be checked as part of the hiring process and on an annual basis thereafter to a written non discriminating company policy.
- On all new business with 20 or less drivers MVR’s are to be reviewed PRIOR to quotation.
- On all new business with more than 20 drivers MVR’s are to be ORDERED within 48 hours of binding and reviewed for acceptability within ten days of binding.
- The program administrator is responsible for maintaining current driver and MVR information in the policy file.

Age and driving records are the key factors to analyze. MVR violations are to be categorized into the following types:

TYPE A – are major violations. These are DWI, DUI, OUI, OWI, refusing a substance test, driving with an open container of alcohol, reckless driving, hit and run, fleeing a police officer, racing, driving while license is revoked or suspended, manslaughter or any felony. **Fleets with ANY driver with a TYPE A violation within the prior three years is not acceptable.**

TYPE B – include most driving violations such as speeding, improper lane change, failure to yield or obey a traffic signal or sign, license suspension, at fault accidents.

TYPE C – include parking tickets, financial responsibility violations, seat belt violations, improper equipment or excessive loads.



Use a LEXINGTON approved MVR GRID worksheet to evaluate acceptability. Any new business which has an overall rating of POOR must be declined. Any renewal which has an overall rating of POOR must be referred to your Program Manager.

Driver exclusions should be avoided and are NOT condoned by LEXINGTON.

Eligible drivers must:

- Be at least 21 years old
- Have a minimum of four years driving experience
- Have an acceptable driving record
- Have a valid license
- Be familiar with the vehicles to be used or given instruction prior to driving insured vehicles.

On accounts with NO owned autos but requesting non-owned coverage MVRs must be ordered on ALL drivers using their own vehicles for company business.

- Fleets of more than 10 vehicles must be referred to the company.
- Fleets of private passenger vehicles are not acceptable.
- Vehicles primarily used for personal use should be avoided.
- Accounts with 15 passenger vans must show proof that the vans have been modified with either dual rear wheels or the rear seat removed, removed roof racks and/or trailer hitches and must have a written plan to dispose of all such vehicles by a specified date. Refer to the Automobile QwikNotes.
- A signed certification by the employee must be obtained for all employees driving their own vehicles on the business of the insured. Limits equal to policy limits or at least \$300,000 per accident should be verified.

HAWAII AUTOMOBILE – coverage maybe written in Hawaii only if the rating and policy issuance is done on the LEXINGTON CoverAll system.

OHIO UM/UIM – coverage maybe written up to \$1,000,000 if specifically requested by the insured. Coverage can only be offered using the LEXINGTON approved endorsement. Ohio no longer requires a selection/rejection form.

COMMERCIAL AUTOMOBILE FORMS USED MUST BE THE ISO FORMS APPROVED FOR USE BY THE COMPANY IN THE STATE WHERE COVERAGE IS AFFORDED.

89644 (7/05) – OFAC – excluding Virginia

109754 (9/11) – OFAC PHN – Virginia Only

If policy is multistate and VA is on the policy then BOTH forms need to be added.

**AUTOMOBILE COVERAGE CANNOT BE ISSUED ON A STANDALONE BASIS.**

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### 6.1.3 APPROVED FORMS - AUTOMOBILE



FORM #	AUTOMOBILE FORM TITLE	LIMITATIONS
<b>MANDATORY ATTACHMENTS – ALL AUTO POLICIES</b>		
91222 (04/13)	Policyholder Notice - Commission	None
CA 0001 (03/10)	Business Auto Coverage Form	Except CA, FL, MA, NY, VA
CA 0001 (03/06)	Business Auto Coverage Form	CA, FL, MA, NY, VA
IL 0017 (11/98)	Common Policy Conditions	All states except WA
IL 0146 (08/10)	Common Policy Conditions - WA	WA
89644 (06/13)	Economic Sanctions Endorsement (OFAC)	All states except AK
119019 (07/14)	Economic Sanctions Endorsement (OFAC)	AK
<b>PLUS ALL REQUIRED STATE AMENDATORY ENDORSEMENTS</b>		
<b>ISO ENDORSEMENTS/CURRENT EDITION</b>		<b>WHERE APPROVED FOR USE</b>
<b>PROGRAM OPTIONAL</b>		
CA 9948 (06/06)	Pollution Coverage – Broadened Coverage for Covered Autos (10% of Liability premium subject to a \$1,000 minimum charge.	All States

## 6.2 REFERRAL SUMMARY REFERENCE GUIDE

The following is a brief summary of some of the common items that are not premium or limits driven that would require a referral or are not permitted from an underwriting perspective. Please note that this is meant to be a quick reference document to assist you in the underwriting process. It is incumbent upon you to verify that you are operating at all times within your authority and, when necessary, refer anything that is outside of your authority to your Program Manager.

Less than five (5) years in operation	1.1
Less than three-year currently valued (within 180 days of the proposed effective date) hard copy loss history provided by the insurance carrier, or unable to obtain a ‘no known loss letter’ if this option is available as referenced in Section 3.5	1.1 3.5
The loss ratio for the current year, and separately, all lines combined for the past three years, must be 30% or less and have no single loss greater than \$50,000 (incurred loss).	1.1
Current policy must be active and not in the process of being cancelled or non-renewed.	1.1
Accounts with a D&B score of 0, 4, or 5; or you are unable to validate the adequacy of an existing insured’s financial state	1.1
Any account operating pursuant to any chapter of the United States Bankruptcy Code	2.9.1.1
An individual or a non-qualifying entity to be listed as a “Named Insured”.	2.3
Policy periods (including any coverage and rate commitments associated therewith) greater	2.7



than twelve (12) months.	
Any account that you want to composite rate.	2.8
“Refer to Company” issue when no rate provided in these guidelines.	2.8.1
Policies or Endorsements issued thirty one (31 days) or later after the effective date.	2.11
Backdating: anytime there is a known loss, or you receive the order to bind six (6) or more days after the effective date	2.9.1.9
Use of any forms not shown as approved for use in Section 6	2.12
Use of a manuscript form	2.9.3.6
Requests for mid-term increase in limits of liability (GL only). A “no known loss” warranty may also be required.	2.9.3.3
Any account where risk transfer is not self-evident; the premium for such accounts must be recorded as a deposit.	2.9.1.4
Use of any financial “Downgrade Endorsement”.	2.9.1.5
Aggregate Limit Reinstatement	2.9.3.2
Extension of cancellation or non-renewal provision beyond the statutory minimum or ninety (90) days, whichever is greater.	2.9.3.4
Master policies with certificates.	2.9.3.5
Removal of any policy exclusion or mandatory endorsement.	2.9.3.7
Payment of any loss not covered by the policy as it was written at the time of loss.	2.9.1.11
Any issue relating to premium audits.	2.9.1.13
Policies that provide coverage for Windstorm and/or Flood and/or Earthquake only.	2.9.2.16
Writing property coverage including windstorm and/or earth movement on both new and renewal business for any location(s) within Windstorm Control Zones (as defined in the Windstorm section of the Qwik Notes), and/or with a RiskMeter 250 year MMI rating of 7.0 and above for earth movement.	2.5
NYFTZ Business that qualifies as Class 1 or 3 business, or any Class 2 that is not approved in these guidelines	2.6.2
Delegation of authority to anyone not properly licensed and under the employ and direct supervision of such designee, or to anyone outside of the employ of the Program Administrator.	2.13
Use of an “a” rate not authorized in Section 6 of these guidelines.	3.1
Supplemental questionnaire or application not previously approved by the Company	3.2
All Underwriting Alerts, Credit Alerts and Hard Blocks	3.3
Use of GL deductibles not previously approved for use with this program, or on any policy with deductible \$25,000 or greater.	3.7
Any risk on the Office of Foreign Assets Control (OFAC).	3.10.6
Terrorism coverage in a zip code designated for referral in Qwik Notes	3.10.5