



Crop Division

# Professional Liability Insurance Program Agents and Agencies licensed with Great American Crop Division Outline of Coverage



### Policy Period:

January 1, 2020 to January 1, 2021

### Issuing Carrier:

Zurich American Insurance Company (a member company of Zurich US Insurance Group), an Admitted carrier, rated: A+ (Superior): XV by A.M. Best

The information obtained from A.M. Best dated September 25, 2019 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 only as of the date of the publication.

### Program Administrator:

CalSurance Associates  
A Division of Brown & Brown Program Insurance Services, Inc.  
P. O. Box 7048, Orange, CA 92863-7048  
Phone: 800-745-7189 Fax: 800-607-6875  
Email: info@calsurance.com  
CA License #0B02587

### 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. Agents and Agencies licensed with Great American Crop Division who have enrolled for coverage and have paid the appropriate premium for the coverage selected;
2. Any corporation, partnership or other business entity which engages in Professional Services 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 an employee, licensed producing agent, or independent contractor of the Named Certificate Holder or the Named Certificate Holder's business entity, or a partner, officer, director or stockholder of the Named Certificate Holder's business entity and then only with respect to Professional Services provided by the Named Certificate Holder; and
4. The heirs, executors, administrators or legal representatives of the Named Certificate Holder in the event of death, incapacity or bankruptcy.

### Coverage:

Zurich 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 that the Insured is obligated to pay as Damages and Defense Costs because of a Claim first made against the Insured and reported in writing to Zurich during the Certificate Period, or any applicable Extended Reporting Period, provided that:

1. The Claim arises out of a negligent act, error, or omission of an 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, or notary public while there is in effect a contract between the Named Certificate Holder and Great American Crop Division; or
2. The Claim is for a Personal Injury caused by an offense arising out of rendering or failing to render Professional Services for others in the conduct of the Named Certificate Holder's profession identified above.

### Limit Options:

- \$ 500,000 each Claim
- \$ 500,000 aggregate each Named Certificate Holder; or
- \$1,000,000 each Claim
- \$1,000,000 aggregate each Named Certificate Holder; or
- \$2,000,000 each Claim
- \$2,000,000 aggregate each Named Certificate Holder

### Defense Costs:

Within the limits of liability

### Policy Aggregate:

None.

### Coverage Options:

- Tier I: The sales and/or servicing of Great American Crop Division products and services only; or
- Tier II: Tier I plus, the sale and/or servicing of brokered Crop Insurance, Property & Casualty Insurance, Fixed Life, Accident and Health and Employee Benefit Plans

### Deductibles (applicable to Damages Only):

#### Tier I: Great American products/services only

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

#### Tier II: Great American Crop Insurance and other products/services only

- \$ 5,000 each Claim involving a Great American Crop Division product/service only
- \$10,000 each Claim for all other covered products/services
- \$10,000 each Claim when available mapping technology was not used

### Retroactive Date:

The inception date of the Named Certificate Holder'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 a Named Certificate Holder and Great American Crop Division 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 Named Certificate Holder shall have a free ninety (90) day Automatic Extended Reporting Period beginning 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, 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 Named Certificate Holder has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period, if such is purchased.

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

If the Named Certificate Holder's contract is terminated due to retirement from the business of providing Professional Services, total and permanent disability, or death, the Named Certificate Holder shall have a free two (2) year Automatic Extended Reporting Period after the Termination of Coverage to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error, omission, or Personal Injury which occurred before the Termination of Coverage and on or after the Retroactive Date. No coverage shall be provided in the event the Named Certificate Holder 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 Named Certificate Holder'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 the Termination of Coverage:

- a. Three (3) years after such Termination of Coverage to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error, omission, or Personal Injury which occurred before the Termination of Coverage and on or after the Retroactive Date may be purchased for an additional premium of 200% of the Named Certificate Holder's last annual premium; or
- b. Five (5) years after such Termination of Coverage to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error, omission, or Personal Injury which occurred before Termination of Coverage and on or after the Retroactive Date may be purchased for an additional premium of 300% of the Named Certificate Holder's last annual premium; or
- c. An unlimited amount of time to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error, omission, or Personal Injury which occurred before the Termination of Coverage and on or after the Retroactive Date may be purchased for an additional premium of 400% of the Named Certificate Holder's last annual premium.

**Exclusions: (including, but not limited to)**

- A. Arising out of any act, error or omission of the Insured committed with dishonest, fraudulent, malicious or knowingly wrongful purpose or intent; however, notwithstanding the foregoing, the Insured shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the Insured shall reimburse Zurich for all Defense Costs incurred by Zurich.
- B. Alleging bodily injury, sickness or death of any person, or injury or destruction of any tangible property, including loss of use thereof;
- C. Alleging the liability of others assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured even in the absence of such agreement;
- D. By an enterprise which one or more Insureds own, operate, control or manage; or any Claim by an enterprise which owns, operates, controls or manages an Insured;
- E. Arising out of services performed by the Insured as an actuary, accountant, attorney, real estate agent or real estate broker, named fiduciary or third party claims administrator;
- F. Arising out of or contributed to by, any commingling of, or use of client funds;
- G. Arising out of, directly or indirectly, the insolvency, receivership, bankruptcy, or inability to pay of any organization in which the Insured:
1. Has placed or obtained a client's coverage;
  2. Has placed a client's funds; or
  3. Has recommended a client invest,
- However, this exclusion shall not apply if the Claim is based upon the insolvency, receivership, liquidation or inability to pay of any insurance company that was rated as A- or better by A.M. Best Company at the time the business was placed, obtained or recommended;
- H. Arising out of the Insured's activities in computer programming or processing if the resulting programs or software are sold or distributed or if a fee is charged for use of such program or software;
- I. Made against any Insured or the Additional Insured by:
1. Any Insured;
  2. Any Additional Insured;
  3. Any Broker/Dealer;
  4. Any other insurance company;
  5. Any other insurance agency, brokerage or intermediary;
  6. Any person or entities who in the past were, but are not currently, parties to an agent contract with the Additional Insured; or
  7. Any subsidiary or affiliate of the Insured, Additional Insured, or Named Insured;
- J. Arising out of the use of confidential information by an Insured, including but not limited to such use for the purpose of replacement of coverage;
- K. Arising out of the Insured's inability or refusal to pay or collect premium, claim or tax monies, including surcharges or assessments of any kind;
- L. Arising from, or contributed to by, the placement of client's coverage or funds directly or indirectly with any organization which is not licensed to do business in the state or jurisdiction with authority to regulate such business. However, this exclusion does not apply to any Claim arising from or contributed to by the placement of client's coverage or funds directly or indirectly with any organization which is an eligible surplus lines insurance company in the state or jurisdiction with authority to regulate such business;
- M. Arising out of the ownership, formation, operation, administration, advice, of any health maintenance organization (HMO), preferred partner organization (PPO), risk retention group, Multiple Employer Welfare Arrangement (MEWA), self-insurance program or purchasing group;
- N. Arising out of or based upon:
1. The Federal Telephone Consumer Protection Act (47 U.S.C. sec 227), Drivers Privacy Protection Act (18 U.S.C. sec 2721-2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. sec 7701, et seq.); or
  2. Any other federal, state or local statute, regulation or ordinance that imposes liability for the:
    - a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
    - b. Unlawful use, collection, dissemination, disclosure or redisclosure of personal information in any manner by an Insured or on behalf of any Insured;
- O. Arising out of the purchase, sale or the giving of advice regarding:
1. Commodities, commodity future contracts, warrants, forward contracts, interest rate swaps or option contracts other than covered call option contracts or auction rate securities;
  2. Any security priced under five dollars (\$5.00) at the time of purchase;
  3. Promissory notes or other non-secured evidence of debt;
  4. Viatical settlements, life settlements, stranger owned life insurance policies, or any security backed by either viatical settlements, life settlements, or stranger owned life insurance policies;
  5. Reverse mortgages or similar transactions in which the present value of a conditional contract is exchange or sold;
- O. Arising out of the purchase, sale or the giving of advice regarding: (continued)
6. ETS pay phones or pay phone investments;
  7. Junk Bonds or High Yield Bonds. For the purposes of this exclusion, Junk Bonds or High Yield Bonds mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
  8. A qualified retirement plan (intended to be a plan) described in Section 412(i) of the Internal Revenue Code of 1986, as amended (the "Code") (prior to the amendments by the Pension Protection Act of 2006) or Section 412(e)(3) of the Code (after the amendments by the Pension Protection Act of 2006) or any successor thereto;
  9. A single employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(e) of the Internal Revenue Code of 1986, as amended or any successor thereto; or
  10. A multiple employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(A)(f)(6) of the Internal Revenue Code of 1986, as amended or any successor thereto;
- P. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulatory or self-regulatory entity, whether directly or indirectly; however, this exclusion shall not apply to any Claim by such entity to enforce its rights as a direct customer of the Insured or Additional Insured;
- Q. Brought by, or on behalf of, any clearing agency or arising out of any function of any Insured or Additional Insured as a clearing agency;
- R. Arising out of the Insured's activities in exercising discretionary authority, management or control over a customer's account;
- S. Arising out of or based upon infringement of patent, copyright, trademark, service mark, trade dress, trade secret or trade name, unfair competition or piracy, theft or wrongful taking of concepts including using another's advertising ideas or other intellectual property;
- T. For Personal Injury:
1. Sustained by any Insured or Additional Insured;
  2. Caused by or at the direction of the Insured with the knowledge that the offense would violate the rights of another and would inflict Personal Injury;
  3. Arising out of oral or written publication of material, if done or at the direction of the Insured with knowledge of its falsity;
  4. Arising out of an electronic chatroom or bulletin board the Insured hosts, owns or over which the Insured exercises control; or
  5. Arising out of the unauthorized use of another's name or product in the Insured's email address, domain name or metatag, or any other similar tactics to mislead another's potential customer;
- U. Arising out of alleged discrimination of any kind;
- V. Prior to the first effective date of coverage issued to the Named Certificate Holder provided no Insured had any basis:
1. To believe that any Insured had knowledge of any negligent act, error, omission, or Personal Injury;
  2. To foresee that any such negligent act, error, omission, or Personal Injury or any related negligent act, error or omission or Personal Injury might reasonably be expected to be the basis of a Claim;
- W. Based upon, arising out of, or attributable to:
1. The actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water, or the atmosphere; or
  2. Any direction or request that the Insured tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes Pollutants, or any voluntary decision to do so.
- This pollution exclusion applies whether or not such Pollutants have any function in the Insured's business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any Damages and Defense Costs associated with such Pollutants; or
- X. Based upon, arising out of, or attributable to the quality of care rendered by, lack of care rendered by, or the alleged malpractice of a participating provider of health-related services, its employees, physician, or other practitioner, of any Health Maintenance Organization or other Healthcare provider;
- Y. Which is a class action Claim; provided, however, this exclusion shall not apply to Defense Costs which the Named Certificate Holder in such Claim incurs up to the amount shown in the Certificate of Insurance as applicable to each Claim/each Named Certificate Holder, subject to the limits of liability shown in Item 4. of the Certificate of Insurance; or
- Z. Based upon or attributable to the purchase, sale, or servicing of any aviation, marine, yacht, or personal watercraft policy.
- AA. This Policy does not apply to any "Claim" or circumstance which may be expected to give rise to a "Claim" based upon, arising out of, or attributable to "Virtual Currency". "Virtual Currency" means any digital or on-line peer to peer medium of exchange (including but not limited to crypto currencies, digital currencies or any other type of electronic currency) that: i) is not issued or guaranteed by any central bank, government or public authority, ii) adopted or authorized by a domestic or foreign government as a part of its currency.