

# *Proposal of Risk Management and Insurance Services*

---



## **Madison County Board of Supervisors**

P. O. Box 608  
Canton, MS 39046  
Phone: (601) 859-8241

**Presented by:**



**Fisher Brown Bottrell**  
INSURANCE, INC.

**Brian Johnson**

(601) 960-7459

[bjohnson@fbbins.com](mailto:bjohnson@fbbins.com)

**Disclaimer:** The abbreviated outline of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of the coverage. They are visuals to basic understandings of coverages. Please read your policy for specific details of coverages. Fisher Brown Bottrell Insurance, Inc. is a subsidiary of Trustmark National Bank.

## **Important Notice: Please Read**

This insurance proposal has been prepared expressly for your use and is intended to provide a simplified explanation of your business' insurance program. The proposal is based on the values developed and exposures to loss disclosed to us in our prior discussions with representatives of your company.

This proposal does not pre-empt or take the place of the actual insurance contracts. Please refer to actual policy language for specific terms, conditions and exclusions.

Fisher Brown Bottrell Insurance, Inc. communicates with many of our clients through e-mail, voice mail, facsimile and other automated systems. We welcome these types of communication and encourage the use of any system that will expedite communication between a client and our company representatives.

However, due to the fact that we cannot control the message delivery and retrieval times of electronic system, leaving a message on the e-mail, voice mail or facsimile systems does not constitute the binding/altering of coverage in any way.

In the event you should have a specific question concerning this insurance proposal or coverage contained herein, please feel free to call a Fisher Brown Bottrell Insurance representative for assistance.

## Service Team

Fisher Brown Bottrell Insurance takes a team approach to servicing our client's accounts. We draw on our associates' knowledge and training to provide the best service possible to you. Fisher Brown Bottrell feels that it is important to perpetuate your account within our agency as well as to make sure that accounts are serviced properly at all times.

### Your Fisher Brown Bottrell Account Team is:

<b>Business Insurance Consultant</b>	Brian Johnson, Senior Vice President <a href="mailto:bjohnson@fbbins.com">bjohnson@fbbins.com</a> (601) 960-7459
<b>Account Executive</b>	Linda Jefferson, CISR, CSRM, PIAM <a href="mailto:ljefferson@fbbins.com">ljefferson@fbbins.com</a> (601) 960-8252
<b>Account Manager</b>	Stephanie Steed <a href="mailto:ssteed@fbbins.com">ssteed@fbbins.com</a> (601) 960-7464
<b>Claims Coordinator</b>	Karen Booth-Belton <a href="mailto:kbooth@fbbins.com">kbooth@fbbins.com</a> (601) 208-7506

## **Named Insureds & Locations**

### **Madison County Board of Supervisors**

**140 W. Peace St.  
Canton, MS 39046**

**317 N. Union St.  
Canton, MS 39046**

**110 Martin Luther King Dr.  
Canton, MS 39046**

**171 Cobblestone Dr.  
Madison, MS 39110**

**146 W. Center St.  
Canton, MS 39046**

**300 Park Dr.  
Canton, MS 39046**

**3137 Hwy 51 South  
Canton, MS 39046**

**2073 Main St.  
Madison, MS 39110**

**128 W. North St.  
Canton, MS 39046**

**2935 Hwy 51 South  
Canton, MS 39046**

**2941 Hwy 51 South  
Canton, MS 39046**

**2961 Hwy 51 South  
Canton, MS 39046**

**116 Parkside Dr.  
Camden, MS 39046**

**114 SE Clark St.  
Flora, MS 39071**

**507 Ratliff Ferry Rd  
Canton, MS 39046**

**141 Lake Cavalier Road  
Flora, MS 39071**

**520 Stribling Rd  
Canton, MS 39046**

**1273 Stump Bridge Rd  
Canton, MS 39046**

**200 Parkside Dr.  
Camden, MS 39045**

**122 Parkside Dr.  
Camden, MS 39045**

**115 Parkside Dr.  
Camden, MS 39045**

**140 W. Center St.  
Canton, MS 39046**

**1005 W. Peace St.  
Canton, MS 39046**

**121 N. Square Alley  
Canton, MS 39046**

**125 W. North St.  
Canton, MS 39046**

**147 McDougal Rd  
Canton, MS 39046**

**1633 W. Peace Street  
Canton, MS 39046**

**443 Livingston-Vernon Rd.  
Flora, MS 39071**

**16-62 Gluckstadt  
Canton, MS 39046**

**801 Cavalier Road  
Madison, MS 39110**

**180 Estes Park  
Madison, MS 39110**

Note: Any entity not named in this proposal, may not be an insured entity. This may include Partnerships, Limited Liability Companies and Joint Ventures. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed above.

Madison County Board of Supervisors  
P.O. Box 608  
Canton, Mississippi 39046

Policy Number: R1157-MASIT-2021-1  
Effective Date: 4/1/2021  
Expiration Date: 3/31/2022

### PROPERTY COVERAGES

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises location for which a value for such coverage or property is shown on the Statement of Values, or subsequently reported to and insured by us. MASIT also offers a wide array of sublimits tailored to meet the unique coverage needs of Mississippi counties.

Coinurance does NOT apply to Blanket Coverages.

Replacement Cost applies to covered property unless stated differently in the quote.

Replacement Cost means the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new materials of like kind and quality and for like occupancy without deduction for depreciation.

	Limits	Deductibles	Annual Contribution
<b>I. Property Pool Limit - Per Occurrence</b>	<b>\$1,100,000,000</b>	<b>\$10,000</b>	<b>\$116,260.15</b>
Earthquake - Per Occurrence and Aggregate	\$125,000,000	\$10,000	Included
Earthquake - New Madrid - Per Occurrence and Aggregate	\$75,000,000	\$10,000	Included
Flood - Non-SFHA - Per Occurrence and Aggregate	\$125,000,000	\$10,000	Included
Flood - SFHA - Per Occurrence and Aggregate	\$25,000,000	per policy wording	Included
<b>County Limit - Per Occurrence</b>			
Electronic Data Processing Equipment	Included	\$10,000	Included
Electronic Data Processing Media	\$2,500,000	\$10,000	Included
Business Income & Extra Expense	\$2,500,000	\$10,000	Included
Increased Cost of Construction	\$2,500,000	\$10,000	Included
Accounts Receivable	\$2,500,000	\$10,000	Included
Valuable Papers and Records	\$2,500,000	\$10,000	Included
Newly Acquired	\$2,500,000	\$10,000	Included
Mobile Equipment	ACV or RCV	\$2,500	Included
Unscheduled Fine Arts - Maximum of \$250,000 per Item	\$1,000,000	\$10,000	Included
Transit - Property Damage & Time Element Combined - Per Conveyance	\$2,500,000	\$10,000	Included
Debris Removal	Lesser of \$2,500,000 or 25% of loss	\$10,000	Included
Course of Construction	\$2,500,000	\$10,000	Included
Equipment Breakdown Coverage Including	\$50,000,000	\$10,000	Included
Spoilage	\$500,000	\$10,000	Included
Service Interruption	\$2,500,000	\$10,000	Included
Business Income & Extra Expense	\$1,000,000	\$10,000	Included
Expediting Expense	\$500,000	\$10,000	Included
Hazardous Substance	\$1,000,000	\$10,000	Included
Ammonia Contamination	\$500,000	\$10,000	Included
Electronic Data & Media	\$1,000,000	\$10,000	Included
CFC Refrigerants	\$100,000	\$10,000	Included
Computer Equipment	\$1,000,000	\$10,000	Included
Miscellaneous Unnamed Locations	\$500,000	\$10,000	Included
Errors & Omissions	\$2,500,000	\$10,000	Included
Terrorism Coverage - Certified/Non-Certified	Included	\$10,000	Included
Contingent Business Interruption/Extra Expense	\$100,000	\$10,000	Included
Decontamination Costs	\$500,000	\$10,000	Included
Deferred Payments	\$100,000	\$10,000	Included
Expediting Expense	\$500,000	\$10,000	Included
Extended Period of Indemnity	\$1,000,000	\$10,000	Included
Ingress/Egress	\$2,500,000	\$10,000	Included
Interruption by Civil Authority	\$2,500,000	\$10,000	Included
Landscaping	\$100,000 (\$15,000 any one tree/shrub)	\$10,000	Included
Leasehold Interest	\$2,500,000	\$10,000	Included
Named Storm	\$50,000,000	\$10,000	Included
Claim Preparation Fees and Expenses	\$100,000	\$10,000	Included
Pollutant Cleanup	\$100,000	\$10,000	Included
Service Interruption - Property Damage and Time Element Combined	\$2,500,000	\$10,000	Included
Temporary Removal	Included	\$10,000	Included
Unmanned Aerial Systems	As Scheduled	\$10,000	Included
Contingent Tax Revenue Interruption	\$100,000	\$10,000	Included
Unscheduled Tunnels, Bridges, Airport Runways & Dams	\$250,000	\$10,000	Included
Excluding coverage for Earth Movement, Flood & Named Storm			
Upgrade to Green	\$100,000	\$10,000	Included
Unscheduled Watercraft	\$500,000	\$10,000	Included
Unscheduled Wharfs, Piers, Docks, Pilings, and Bulkheads	\$250,000	\$10,000	Included

Leased, Borrowed and Rented Equipment	\$250,000	\$2,500	Included
Scheduled K9 Death Benefit	\$5,000	\$0	Included

## II. Crime

Employee Dishonesty	\$100,000	\$2,500	Included
Forgery or Alteration	\$100,000	\$2,500	Included
Money and Securities, Inside and outside	\$100,000	\$2,500	Included
Computer Fraud	\$100,000	\$2,500	Included
Social Engineering Fraud	\$100,000	\$25,000	Included

## LIABILITY COVERAGES

## III. General Liability

	Limits	Deductibles	Annual Contribution
<b>A. Bodily Injury and Property Damage,</b>			
Per Occurrence	\$500,000	\$0	<b>\$40,840.80</b>
Per Occurrence not subject to Tort Claims Act	\$1,000,000		Included
<b>B. Personal Injury</b>	\$500,000		Included
<b>C. Employee Benefits Injury</b>	\$500,000		Included
Employee Benefits Injury Retroactive Date:	7/1/1993		Included
<b>D. Products/Completed Operations</b>	\$500,000		Included
<b>E. Law Enforcement Liability</b>	\$2,000,000	\$25,000	<b>\$266,216.83</b>
Claims Made Retro date 11/10/1986			
Retro date \$1,000,000 Excess of \$1,000,000 4/1/2008			
Law Enforcement Annual Aggregate	\$4,000,000		Included
<b>F. Fire Legal Liability</b>	\$500,000		Included
<b>G. Medical Payments Per Occurrence</b>	\$5,000		Included
Medical Payments Annual Aggregate	\$50,000		Included
<b>H. Defense of Sexual Abuse and Misconduct</b>	\$1,000,000		Included
Per Occurrence and Annual Aggregate			

### What is Covered?

This coverage is designed to cover the premises and operations exposures of the county insured. It covers amounts any county is legally required to pay as damages for covered injury or damage that results from an occurrence, including, but not limited to:

- Reasonable Force Property Damage
- Owned Watercraft Less Than 52 Feet
- Damage to Premises Rented to You
- Good Samaritan Services Coverage
- Host Liquor Liability
- Unintentional Omission
- Knowledge and Notice of Occurrence or Offense

### Who is Covered?

- Public Entity
- Elected or Appointed Officials
- Board Members
- Employees and Volunteer Workers
- Owners, Managers or Lessors of Premises
- Lessors of Equipment
- Watercraft Users
- VFD's if Authorized by County & Exposures Provided

Your Law Enforcement Activities or Operations, including jail premises and operations, are included if selected and purchased. Law Enforcement Liability is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any county is legally required to pay as damages for covered bodily injury, property damage or personal injury that results from the conduct of law enforcement-related activities of your law enforcement agency and its employees in the course and scope of their employment and is caused by a wrongful act. Wrongful act is defined as any act, error or omission and includes but is not limited to, coverage for the following:

- Bodily Injury, Personal Injury and Property Damage
- Mental Anguish, Emotional Distress, Humiliation
- Authorized Moonlighting
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Canine and Equine Exposures
- Mutual Aid Agreements
- Violation of Civil Rights protected under any federal, state or local law

### Other

- Pay on Behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent
- All claims involving use of an automobile are subject to the automobile insuring agreement

#### IV. Public Officials Errors & Omissions Liability and Employment Practices Liability

	Limits	Deductibles	Annual Contribution
<b>A. Wrongful Acts Coverage - Per Claim</b>	\$2,000,000	\$10,000	<b>\$75,044.97</b>
Annual Aggregate	\$4,000,000		Included
<b>B. Non Pecuniary Defense Reimbursement</b>			
Per Claim	\$100,000	\$25,000	Included
Annual Aggregate	\$100,000		
Public Officials Errors & Omissions Liability Retro Date:	7/1/1993		

This coverage is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any county is legally required to pay for a covered loss that results from the conduct of duties by or for a public entity or its boards and that is caused by a wrongful act. Wrongful act is defined as any act, error or omission and includes any wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination; wrongful termination; harassment; retaliatory action; wrongful discipline; wrongful hiring; supervision; demotion or failure to promote; and employment-related misrepresentation, defamation, libel, slander, disparagement, and invasion of privacy.

#### Who is Covered?

- Public Entity
- Board Members
- Authorized Volunteer Workers
- Employees (including employees of the county's boards)
- Elected and Appointed Officials, Executive Officers & Directors

#### Other

- Pay on Behalf of basis
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent
- No Exclusion for Architects, Engineers or Lawyers who are county employees and not independent contractors
- Non-Pecuniary Damages - Cost of defense up to the stated limit for covered activities when relief sought is injunctive and not for monetary damages

#### V. Automobile Coverage

This coverage is designed to cover amounts any county is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from an accident that also causes bodily injury or property. Coverage also applies for physical damage to covered autos if coverage is selected and purchased.

#### Who is Covered?

- Public Entity
- Elected or Appointed Officials
- Board Members
- Any Permitted User
- Authorized Volunteer Workers (for use of a covered auto)
- Owner of a Commandeered Auto

	Limits	Deductibles	Annual Contribution
<b>A. Each Accident</b>	\$500,000	\$0	<b>\$133,427.60</b>
<b>B. Each accident not subject to Tort Claims Act</b>	\$1,000,000		Included
<b>C. Garagekeepers Legal Liability</b>	\$75,000	\$1,000	Included
<b>D. Medical Payments</b>	Not Covered		Not Covered
<b>E. Uninsured/Underinsured Motorists</b>	Not Covered		Not Covered
<b>F. Hired Car Physical Damage</b>	\$75,000	\$1,000	Included
<b>G. Vehicle Physical Damage (scheduled vehicles)</b>	Actual Cash Value	\$1,000	<b>\$120,386.34</b>
<b>H. Windshield Damage</b>	Replacement Cost	\$250	Included



## VI. Cyber Coverage (Claims Made Coverage)

	Limits	Deductibles	Annual Contribution
Privacy and Security Event Coverage			
Per Occurrence and Annual Aggregate	\$2,000,000	\$10,000	<b>\$4,767.84</b>
Privacy or Security Event Liability	Included	\$10,000	Included
Privacy Response Expenses	\$2,000,000	\$10,000	Included
Per Occurrence and Annual Aggregate			
Regulatory Proceedings, Penalties and Expenses	Included	\$10,000	Included
PCI-DSS Assessments	Included	\$10,000	Included
Electronic Equipment, Electronic Data, and Network Interruption Costs	\$250,000	\$10,000	Included
Per Occurrence and Annual Aggregate			
Waiting Hours Period 12 Hours			
Cyber Extortion Expenses and Monies	\$50,000	\$10,000	Included
Per Occurrence and Annual Aggregate			
Retro Date:	7/1/2014		
Retro Date for \$1,000,000 Excess of \$1,000,000	4/1/2020		

## Additional Coverage

County Employee Accidental Death Benefit	Limits	Deductibles	Annual Contribution
Per Employee	\$10,000		Included
Pool Annual Aggregate	\$100,000		Included

Crisis Management Coverage	Limits	Deductibles	Annual Contribution
Each Event and Annual Aggregate	\$100,000	\$10,000	Included
Crisis Management & Workplace Violence Event Expenses			

Provides coverage for a "Crisis Event" or "Workplace Violence Event", "Crisis Event" means an emergency situation, which results in or there is imminent risk for significant adverse news media coverage about the Named Member, including, but not limited to:

- A. Intentional acts, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism;
  - B. Collapse of a building, structure or equipment;
  - C. An automobile, watercraft or aircraft accident;
  - D. Spread of food-borne illness; or
  - E. An explosion.
- as defined in the policy.

"Workplace Violence Event" means any intentional use of or threat to use deadly force by any person, with intent to cause harm and results in bodily injury sustained by any Member or any other person while on the Named Member's premises.

## VII. Exposure Rating Base

Exposure	Value
A. Total Insured Value (Includes Mobile Equipment/Inland Marine)	\$55,462,712
B. # Employees	440
C. Full Time Law Enforcement Officers	135
D. # Autos	230
E. Auto Physical Damage Value	\$12,064,968

Stated Values for the following locations as requested:

Building	Location
Not Applicable	

Historical Reproduction Cost Valuation for the following locations as requested:

Building	Location
Not Applicable	

**Total Contribution** **\$756,944.53**

Limits and deductibles for all coverages are standard under the MASIT program.

# NOTICE TO BIND

*To bind coverage, indicate your coverage selection by marking the appropriate boxes below and signing where indicated. Return signed forms via email to Renada Skannal at [rskannal@massup.org](mailto:rskannal@massup.org).*

## Madison County Board of Supervisors

### Coverage Summary

### Annual Contribution

I. Property Including Auto Physical Damage Equipment Breakdown Coverage	\$236,646.49  Included
II. Crime	Included
III. General Liability & Law Enforcement Liability	\$307,057.63
IV. Public Officials Errors & Omissions Liability	\$75,044.97
V. Automobile Liability	\$133,427.60
VI. Cyber Privacy or Security Event Liability	\$4,767.84
<b>Total Contribution</b>	<b>\$756,944.53</b>

### Please indicate your choice(s) below:

- Property and Casualty (I. - V.)
- Cyber Risk (VI.)
- Casualty Only (III., IV., and V.)
- Property Only (I., and II.)

**I hereby acknowledge all selections and rejections contained herein.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

# MASIT

## MAS Insurance Trust

Miss. Code Ann. §83-11-101 provides that no automobile liability insurance policy shall be issued unless it contains provisions undertaking to pay the insured all sums which the insured shall become legally entitled to recover as damages for (1) bodily injury or death and (2) property damage from the owner or operator of an uninsured motor vehicle, within limits which shall be no less than those set forth in the Mississippi Motor Vehicle Safety Responsibility Law, as amended, under provisions approved by the Commissioner of Insurance.

The Code also provides that the named insured in the policy is permitted to reject such coverage in writing, either in its entirety or partially, that is, the damage for bodily injury or death and the property damage coverage may be rejected or the property damage only may be rejected. The law does not allow you to reject the damage for bodily injury or death and elect only the property damage coverage.

**Uninsured Motorist ("UM") insurance is recoverable by you under your liability insurance policy should the owner or operator of an uninsured or underinsured vehicle be found to be legally at fault for injuries or damages sustained by that person. Your rejection of UM insurance would mean that the county would not be covered by its insurance company for damages sustained by it from an owner or operator of an uninsured or underinsured vehicle. The selection or rejection of this coverage in whole or in part should be made by you after knowingly and intelligently considering the matter.**

The rejection/selection indicated below shall apply to this policy and all future renewals of such policy. The rejection or selection indicated below shall also apply to all future policies issued to you by this Company because of a change of vehicle or coverage, or because of an interruption of coverage, until you notify MASIT if it is your intention to change the coverage requirements.

The rejection/selection indicated below shall apply to this policy and all future renewals of such policy. The rejection or selection indicated below shall also apply to all future policies issued to you by this Company because of a change of vehicle or coverage, or because of an interruption of coverage, until you notify MASIT if it is your intention to change the coverage requirements.

To be certain that your policy is issued correctly, please indicate your choice of the options available by checking your selection, then sign and date this form as an acknowledgement of your choice.

The undersigned insured(s) make the following choice(s):

- I hereby reject Uninsured Motorist Coverage for both bodily injury and property damage.
- I hereby reject only the property damage of Uninsured Motorist Coverage.
- I hereby select only the following Uninsured Motorist Coverage limit of liability:

Single Limit of Liability:

\$ \_\_\_\_\_ each accident

I hereby warrant, by my signature below, that I have specific authority by any corporation or other party named as a name insured to select or reject uninsured motorist coverage in behalf of the corporation or other party for whom this selection is made.

\_\_\_\_\_  
Signature of Name Insured

R1157-MASIT-2021-1

Policy Number

\_\_\_\_\_  
Date

## Proposal Presented to Madison County Board of Supervisors

Coverage	Premium	Expiring Premium	Accepted (Client Initials)	Declined (Client Initials)	Changes Needed
General Liability including Law Enforcement Liability	\$307,057.63	\$283,986.50			
Public Officials Errors & Omissions Liability	\$ 75,044.97	\$ 72,492.42			
Commercial Automobile Liability	\$133,427.60	\$130,528.13			
Property including Equipment Breakdown and Auto Physical Damage	\$236,646.49	\$218,035.05			
Crime	Included	Included			
Cyber Privacy or Security Event Liability	\$ 4,767.84	\$ 4,199.58			
<b>Total Premium</b>	<b>\$756,944.53</b>	<b>\$709,241.68</b>			

### Exposures Comparison

Coverage	Exposure Basis	20/21 Expiring	21/22 Renewal
*Property Including Mobile Equipment Liability	Total Values	\$54,370,630	\$55,462,711.66
	Total Employees	440	440
	Total Volunteers	104	104
Law Enforcement Liability	Full Time Officers	135	135
*Auto Liability	# of Power Units	225	230
*Auto Physical Damage	Total Values	\$11,918,117	\$12,064,968.12

**\*Note-The above quote was based on renewal information submitted to MASIT 1/14/2021. There have been several changes after the renewal was submitted and rated.**

<b>Insurance Company:</b>	<b>AM Best Rating:</b>	<b>Admitted/Non Admitted</b>
MAS Insurance Trust	N/A	N/A

<b>Payment Options</b>				
Down Payment Amount	Coverage/s	Check Payable to	# of Installments	Installment Amount
\$756,944.53	As Shown Above	Fisher Brown Bottrell	N/A	N/A
<b>Premium will be revised to reflect changes described. Supplemental billing adjustment will be provided after the renewal is issued.</b>	<b>Removal of 26 autos and 20 pieces of equipment. 5 autos added.</b>		N/A	N/A

**Client Authorization to Bind Coverage:**

We, Madison County Board of Supervisors, confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our (Madison County Board of Supervisors) responsibility to see that they are maintained accurately.

Madison County Board of Supervisors accepts the above coverages as proposed by Fisher Brown Bottrell Insurance, Inc. Please bind coverages effective 4/1/2021.

I understand that this proposal is only an outline of the insurance policy. It does not include all of the terms, coverages, exclusions, limitations, and conditions included in the insurance policy. Regardless of the terms, limitations, and conditions carried in prior years, this proposal contemplates only the limited terms, conditions, warranties, and exposures represented herein. The insurance policies will include these specific details. An adjustment of premium(s) may be made at the time of policy issuance if necessary.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Standards of Conduct

## Fisher Brown Bottrell Insurance's Commitment

Fisher Brown Bottrell Insurance is committed to acting in its clients' best interests by providing quality products and services that meet as well as anticipate our clients' risk management needs. As an insurance agency, we maintain contractual agreements with various insurance companies that allow us to provide our clients with a variety of risk management options in products and services.

In meeting our clients' needs, we will take reasonable measures to obtain quotes from any insurer, with whom we have a business arrangement, which could be the best available insurance provider for our clients. Based on our experience and analysis of your insurance requirements, our agency will recommend the best insurer for your needs. Our associates will not place their own financial or other interests above that of our client.

## Fisher Brown Bottrell Insurance's Remuneration and Other Income

Fisher Brown Bottrell Insurance is compensated for its services principally through commissions paid by insurance companies or fees paid –directly to us by our clients. Commissions are based on commission schedules established individually by each insurance company and are typically calculated as a percentage of the insurance premium. Client paid fees will be negotiated with you before coverage is bound. Commission and Fees are mutually exclusive, i.e. we will not charge a fee and a commission on the same policy.

Fisher Brown Bottrell Insurance also has a variety of compensation arrangements with insurance companies that are not client specific. We believe that these arrangements enhance our ability to access insurance markets and to negotiate favorable terms and conditions on behalf of our clients. You should be aware that we might receive additional income from the following sources:

Interest or Investment Income earned on insurance premiums held by us in Fiduciary Trust.  
Expense Allowances or Reimbursements from Insurance Companies and other vendors for (a) educational and professional development programs, (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise, and (c) attendance at insurance company meetings and events, all of which we believe enable more efficient service and competitive terms to be provided to those clients for whom we consider the use of such facilities appropriate. Our agency may also be eligible to receive various forms of incentive compensation, including contingent commission and other awards and bonuses. This incentive compensation is based upon a variety of factors that may include the volume, growth, profitability, and retention of business we place or other performance measures established by the individual insurers with whom we do business.

Any additional contingent commissions we receive from the insurer are paid directly to the agency and not to the individual employee who is working with you to obtain the products or services you requested.

Please feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your Fisher Brown Bottrell Insurance Agent directly, or by calling our office. We welcome any comments or suggestion you may have for us.

## Current Guide to Best's Ratings

For a complete explanation of Best's ratings, please refer to the *Best's Key Rating Guide*®. Best's ratings reflect their independent opinion, but are not a warranty of a company's ability to meet its obligations to policyholders.

### **BEST'S RATINGS & BEST'S FINANCIAL PERFORMANCE RATINGS (FPR)**

A.M. Best assigns two types of rating opinions, Best's Ratings (letter scale) and Best's FPR (numerical scale). Both ratings involve a quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. The analysis performed for assigning a Best's FPR is not as rigorous as it is for assigning a Best's Rating. The FPR is assigned to small or new companies which do not meet the criteria required for a Best's Rating. Both ratings provide an overall opinion of an insurance company's ability to meet its obligations to its policy holders.

#### -----Secure Best's Ratings-----

A++ and A+.....Superior  
 A and A-.....Excellent  
 B++ and B+.....Very Good

#### ----- Vulnerable Best's Ratings -----

B and B-.....Fair  
 C++ and C.....Marginal  
 C and C-.....Weak  
 D.....Poor  
 E.....Under Regulatory Supervision  
 F.....In Liquidation  
 S.....Rating Suspended

#### -----Secure FPR Ratings-----

FPR 9.....Very Strong  
 FPR 8 and 7.....Strong  
 FPR 6 and 5.....Good

#### ----- Vulnerable FPR Ratings -----

FPR 4.....Fair  
 FPR 3.....Marginal  
 FPR 2.....Weak  
 FPR 1.....Poor

### **NOT RATED (NR) CATEGORIES**

Companies not assigned either a Best's Rating or FPR opinion are assigned to one of five NR categories. The NR category identifies the primary reason a rating opinion was not assigned to the company.

NR-1.....Insufficient Data

NR-4.....Company Request

NR-2...Insufficient Size and/or Operating Experience

NR-5.....Not Formally Followed

NR-3.....Rating Procedure Inapplicable

### **FINANCIAL SIZE CATEGORY (FSC)**

Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of U.S. dollars, using the scale below.

FSC I less than 1

FSC V 10 to 25

FSC IX 250 to 500

FSC XIII 1,250 to 1,500

FSC II 1 to 2

FSC VI 25 to 50

FSC X 500 to 750

FSC XIV 1,500 to 2,000

FSC III 2 to 5

FSC VII 50 to 100

FSC XI 750 to 1,000

FSC XV greater than 2,000

FSC IV 5 to 10

FSC VIII 100 to 250

FSC XII 1,000 to 1,250

### **Explanation of Admitted Carrier and Non-Admitted Carrier**

An **Admitted Insurer** is a company licensed or authorized to sell insurance to the general public. In the United States, admitted companies are licensed on a state-by-state basis and differentiated from surplus lines insurers, which are authorized to sell insurance in a state on a non-admitted basis.

A **non-admitted insurer** is an insurance company not licensed to do business in a certain state. Such insurers can nevertheless write coverage through an excess and surplus lines broker that is licensed in these jurisdictions.

## Disclaimer

**Important Notice: Your policies require timely payment of premiums to remain in force and effect!**

### **Fisher Brown Bottrell Agency's Role If Your Insurer Cancels Your Policy**

Any policies that we bind for you require you to pay the specified premiums as indicated in the policy documents and/or any billing statements from the company issuing the policy. If the insurance company does not receive your premium payments on the date due in a timely manner, your coverage could be interrupted or discontinued. Your policies do not have any "grace period".

In most states, state statute will limit an insurer's right to cancel a policy and requires the insurer (company issuing the policy) to provide notice to you when a policy is cancelled. Should you become aware of or receive a notice of cancellation on your policy, please contact us immediately so that we can help you with the situation. While we may receive notices of cancellations on client policies, an insurance company is not required to notify us with the same priority regarding cancellations as it owes to you, our customer.

Although state statute does not require us, as an agent, to provide any notice of policy cancellation to you, our client, should we become aware of a policy cancellation, and have not been contacted by you, we will attempt to contact you about the cancellation in order to try and assist you in working with your insurance company through the situation causing the cancellation.

Each and every policy cancellation is an independent event. Only an insurance company has the authority to determine whether a policy will be cancelled, or reinstated if cancelled. Should such circumstances occur with your policy, we will do our best to assist you in this matter.

### **Surplus Lines Disclaimer**

Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Association in their state to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Some surplus lines (non-admitted) property insurance policies are written by multiple insurance companies and/or Lloyds of London syndicates. When multiple insurance companies or syndicates participate in underwriting the same property policy, the settlement of a claim can take longer than a policy where only one insurance company underwrites the policy. Since each insurance company or Lloyds of London syndicate must agree to the claim settlement terms, it can take longer for payment of any claim you may have under the policy.