

2002 AIA/NSPE/ACEC PROFESSIONAL LIABILITY SURVEY RESULTS

	ACE USA	Arrowhead Design Insurance Division (ADI)	Avreco	Benchmark Professional Insurance Services, Inc.	DPIC Companies / Royal & SunAlliance	Euclid Managers	Insight Insurance Services, Inc.	Kemper	Lexington	RA&MCO Insurance Services	VOSCO	XL Insurance	ZurichNA
General Info:													
Question 1 - Name of company?													
	ACE USA	Arrowhead Design Insurance Division (ADI)	Avreco	Benchmark Professional Insurance Services, Inc.	DPIC Companies / Royal & SunAlliance	Euclid Managers	Insight Insurance Services, Inc.	Kemper Insurance Co.	Lexington Insurance Company	RA&MCO Insurance Services	Victor O. Shinnerer & Co, Inc.	XL Insurance; formerly ECS, an XL Capital Company	ZurichNA
Question 2 - If your firm is not the insurer, what is your relationship with the carrier?													
	N/A	Program manager	MGA	Program manager	N/A	Managing General Agent	Insight is the national program administrator Officially began 5/1/02	N/A	Insurer	Underwriting manager	Underwriting Manager & Program Administrator	Carrier	N/A
a) What is the length of your relationship?		ADI is a newly-formed entity	33 years	10+ years		N/A				4 years	45 years		
b) Do you have premium setting authority?		Y	Y	Y		Y	Y			Y	Yes		
c) Do you have claims settlement authority?		Y	N	N		N	N			Y	No		
Question 3 - Who is (are) the insurer(s) you represent?													
	ACE American Insurance Company; Illinois Union Insurance Company	Liberty International Underwriters	Certain Underwriters at Lloyd's of London	Gulf Insurance Group	N/A	National Casualty Company - Scottsdale Insurance Company	Everest National Insurance Company; Everest Indemnity Insurance Company	N/A	Insurer	Great American Insurance Company	Continental Casualty Co. (CAN Insurance)	Greenwich Insurance Company - admitted paper; Indian Harbor Insurance Company - non-admitted; NOTE: Both companies are part of the XL Capital Group	Zurich American Insurance Company; Zurich American of Illinois Insurance Company; American Zurich Insurance Company; Steadfast Insurance Company
Question 4 - What was your total book of business for architectural and engineering liability insurance? (# of Firms Insured / Premium in Millions)													
Year 2001	Proprietary information	N/A	Confidential	Confidential	Confidential	N/A	1,490; \$7,500,000	3,683; \$33,200,000		2,456; \$38,000,000	20,260; \$255M	>500; \$35,000,000	1,102; \$59,300,000
Year 2000							1,400; \$7,000,000	1,833; \$21,000,000		2,308; \$35,700,000	20,180; \$240M	>350; \$32,000,000	1,003; \$44,200,000
Year 1999							1,200; \$6,000,000	400; \$16,000,000		2,199; \$32,400,000	19,500; \$230M	>250; \$27,200,000	933; \$51,160,000
Question 5 - What has been your carrier's Best's Rating and financial category for:													
Year 2001	A; 13	A+; XV	A-	A+; IX	A+; XV	A++;XV	A+; XIV	A; XV	A++; XV	A; XIII	Axv; 15	A+	A+; 15
Year 2000	A; 13	A+; XV	A-	A+; IX	A+; XIV	A++;XV	A+; XIII	A; XV	A++; XV	A; XIII	Axv; 15	A+	A+; 15
Year 1999	A; 13 (ACE Ltd (parent company) A+; 15)	A+; XV	A-	A+; IX	A+; XIV		A+; XIII	A; XV	A++; XV	A; XIII	Axv; 15	A+; previously wrote A&E coverage on behalf of Reliance	A+; 15
Question 6 - Do you have underwriting restrictions based on:													
a) Size of firm?	N	N	N	Y	N	Y	N	Y; less than \$100 Annual Fees	N	N	N	N	N
b) Location of firm?	N	N	N	Y	N	Y	Y	Y; we do not write coverage for firm's domiciled in HI, LA, VI, Guam or PR	Y	N	N	Y	N
c) Location of projects?	N	N	N	Y	N	N	N	N	Y	N	N	Y	N
d) Type of practice?	Y	N	Y	Y	N	Y	Y	Y; we provide coverage to A/E firms and consultants within the construction industry.	Y	N	N	Y	N
e) Restrictions on condominiums?	Y	N	Y	Y	N	N	N	Y; no more than 5% of total	Y; for project policies	Y	Y	Y	Y; selective underwriting of condominiums by discipline
f) Location of projects?	N			Y	N	N	N		Y	N	N	Y	
g) Other restrictions? If yes, please explain.	N	N	N	Y; claims history	N	N	N		N	Y; geotechnical engineering firms doing heavy residential project-related services	Y; product designers, naval architects, nuclear engineers, marine engineers, chemical engineers	Y; the general firm eligibility requirements are: licensed architect or engineer on staff; financially stable and solvent; satisfactory claims history profile; practiced for minimum of two years; domiciled in US or Canada; effective risk management program, management supported, documented, and results oriented.	N

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Question 7 - What limits of liability are available through your company?													
Minimum	\$ 100,000.00	\$ 250,000.00	\$ 100,000.00	\$ 250,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 500,000.00	\$ 100,000.00	\$ 250,000.00	\$ 100,000.00	\$ 250,000.00	\$ 100,000.00
Maximum	\$ 15,000,000.00	None	\$2,000,000 (more available)	\$ 5,000,000.00	\$10,000,000 and higher limits available	\$ 10,000,000.00	\$ 3,000,000.00	\$ 15,000,000.00	\$ 50,000,000.00	\$ 25,000,000.00	\$ 25,000,000.00	\$ 100,000,000.00	\$ 50,000,000.00
a) What is the net insurance (excluding reinsurance) you typically retain on each policy?	Proprietary information	Proprietary information	We're an MGA, so 0%	We enjoy a quota share treaty and retain 25% of each risk	Varies, based on market conditions	Varies	\$ 1,000,000.00	Varies from 60% to 40% of gross limit of liability	varies	Depends on the treaty	\$ 5,000,000.00	Confidential	\$ 2,000,000.00
Question 8 - Do you have special provisions for new insureds such as:													
a) Prior acts coverage?	Y	Y	N	Y	Y	Y	N	Y; new insureds that did not have continuous PL coverage will receive fully retroactive coverage on the first anniversary date.	Y	Y	Y	Y	Y
b) Prior acts when switching from another insurance company?	Y	Y	Y	Y	Y; available with prior carrier's retro date	Y	Y; prior coverage is matched by Insight to avoid any gaps or restrictions when changing insurers.	Y; usually fully retroactive coverage.	N	Y	Y	Y	Y
c) Predecessor firm coverage?	Y	Y	Y	Y	Y	Y	Y	N; coverage included only if included as a Named Insured.	N	Y	Y	Y	Y
d) Limits on retroactive coverage? If yes, please explain.	N	N	N	N	N	Y - We will match the expiring policy.	N	N; usually not. We normally offer fully retroactive limits.	N; generally, firms which are new or who have not previously carried professional liability coverage would be ineligible for prior acts coverage.	Y; all risks are individually underwritten and coverage terms offered accordingly. We will at least match a prior insurer's retroactive coverage date and extend it with good experience.	Y; clients must carry PL for at least one year before they are eligible for prior acts coverage.	Y; commensurate retroactive coverage is afforded upon receipt and satisfactory review of existing carrier coverage and loss history.	N; generally match existing retroactive coverage
Coverage:													
Question 9 - For each state, do you offer coverage on an: a = admitted basis, s = surplus basis, n = no coverage													
Admitted basis	NJ, NY, PA, TX	Coverage is currently available in all 50 states. The ADI/Liberty program has been filed in 50 states. We are currently approved in AL, AZ, AR, CA, CO, DE, DC, FL, HI, ID, IL, IN, KY, ME, MD, MI, MN, MS, MO, NV, NH, NJ, NY, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WV, WI, WY. New approvals come in at a rate of 3 to 4 states each week.	IL, KY	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, WV, WI, WY	Admitted in all states and Puerto Rico	AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VI, WA, WV, WI, WY	AL, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY		AL, AZ, CA, CO, DE, DC, FL, GA, HI, IL, IA, KS, KY, ME, MD, MA, MI, MN, O, MT, NE, NV, NJ, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, VI, GU, PR	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, UT, VT, VA, WA, WV, WI, WY, Canada	Practice policies admitted in all other states
Surplus basis	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, UT, VT, VA, WA, WV, WI, WY, PR		AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY	AR, GA, ME, MN, MT, NE, VT, VA, WA		AK, HI, LA,	CT, NM, NY, OK, VT (A pending in all except NY)		AL, AK, AZ, AR, CA, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, VI, PR	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, VI, GU, PR		ME, TX, VI, PR	WY
No coverage	MN, VI, GU		VI, GU, PR	NI, VI, GU, PR	VI, GU	IL, VI, VU, PR	HI, NH, VI, GU, PR	HI, LA, VI, GU, PR	DE, GU			GU	
Deductibles:													
Question 10 - Does your company have limits on deductibles?													
a) Minimum amount?	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
	N	N	Y; \$2,500	Y	N	Y; \$2,500	Y	Y; \$0 deductible available for small firms. Minimum/maximum deductible offered is determined by firm size, loss history, & financial strength	Y	Y; \$2,500	Y	Y; \$2,500	Y
b) Maximum amount?	N	N	Depends on size of risk	Y	N	N	N	Y; see above.	Y	N; as appropriate	Y	N; based on financial ability	Y
c) Do you offer stop-loss on deductibles (i.e., a maximum limit option for all claims in the aggregate)?	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y; automatic for our Premier Program and Small Firm Program.	Y; typically 3 times the per claim amount	Y

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Premiums:													
Question 11 - What is the minimum premium for each of the following limits of liability?													
\$100,000	\$ 2,500.00	Premiums are determined on an individual account	\$ 1,000.00	N/A as we deem inadequate	Varies based on firm size, etc.	\$ 2,000.00	\$ 1,400.00	Not Available	\$ 1,500.00	N/A	\$ 1,250.00	Not available	Varies by state and discipline
\$250,000	\$ 3,500.00		\$ 1,000.00	\$ 3,410.00	Varies based on firm size, etc.	\$ 2,800.00	\$ 1,400.00	Not Available	\$ 3,750.00	\$ 2,500.00	\$ 1,350.00	\$ 2,500.00	
\$1,000,000	\$ 5,000.00	basis.	\$ 1,300.00	\$ 5,000.00	Varies based on firm size, etc.	\$ 4,600.00	\$ 1,400.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,850.00	\$ 3,500.00	
\$5,000,000	N/A			\$ 13,500.00	Varies based on firm size, etc.	\$ 9,000.00	Individually determined	\$ 7,180.00	\$ 25,000.00	No absolute minimum	\$ 5,850.00	Based on exposures	
Question 12 - How have your rates increased (or decreased) over the past three years?													
2001	0	N/A	15%	2002 - 15%	Varies based on firm's practice and experience	2001 15-20%	7.70%	plus 20%	10%	+/-10%; our rating system remains unchanged. Market ?? have created effective increases however.	Varies by state and size of firm, firm type, and loss experience. Rates for structural firms have gone up.	10%; in general, rate changes are based on individual account merits and average market rates. We have not issued mandatory all account increases.	15%
2000	N/A; start		10%	0%	Varies based on firm's practice and experience		0%	New Program	same	+/-10%; our rating system remains unchanged. Market ?? have created effective increases however.	N/A		10%
1999	N/A		0%	0%	Varies based on firm's practice and experience		-5%		-5%	None	N/A		0%
Question 13 - How do you expect your rates to change:													
2003	15%		Unknown	0%	Confidential	10-20%	10%	+15-20%	15%	Unknown	Rate will be determined 11/02	15%	10%
2004	N/A		Unknown	0%	Confidential	Unknown	5%	Unknown	15%	Unknown	TBD	Unknown	0%
Question 14 - Rank the following characteristics in order of importance in your premium determination process. If a characteristic isn't considered in the premium determination basis, leave it blank													
Location of firm	7	4	6	5*	7	6	4	4	6	Important	We consider all characteristics of equal importance in the premium determination process	5	3
Location of projects	5			6*	6	7	9	6	6	Important		8	2
Type of practice	1	2	1	1*	3 (see below)	2	2	3	1	Important		3	1
Type of projects	4	5	4	4*	4	4	3	5	2	Important		4	1
Annual billings	2	1	2	7	5	1	1	1	5	Very important		1	3
Claims history	3	3	3	2*	2	3	5	2	4	Very important		2	1
Firm experience	6	6		3*	1	5	8	7	3	Important			2
Other			5; retro coverage	8-risk management / contracts* *These characteristics are used to develop a rate. The rate is then multiplied by the billings to arrive at a premium.	components of practice: 3a- contracts; 3b-business practices; 3c-loss prevention					Percentage of construction observation / administration, use of extended contract forms (AIA, EDCJC, etc.), review of contracts, participation in loss prevention programs, use of peer review, professional society memberships	Risk management practices	7-management attitude; 6-contract usage; 9-types of clients; 10-internal risk control measures; 11- continuing education	
Project Insurance													
Question 15 - Do you offer project insurance?													
	Y	N	Y	Y	N	Only specific job excess	N	Y	Y	Y	Y	Y	Y
a) If yes, how many policies did you write in the last fiscal year?	Proprietary information		None	Confidential				Less than 20		125	39 policies	>20	30-40
b) If yes, maximum limits?	\$ 15,000,000.00		All as on practice	\$ 5,000,000.00				\$ 5,000,000.00	\$ 50,000,000.00	\$ 25,000,000.00	\$ 25,000,000.00	\$ 100,000,000.00	\$ 50,000,000.00
c) List any excluded class or business?	Condominiums, stadiums		All as on practice	Same as practice policies; only offer as a service to our practice policy insureds.				None-be project insurance is subject to very strict underwriting		No absolute excluded class	Stadiums, condos, convention centers, major highway construction, airports and others on a case-by-case analysis.	Coverage not available for sports complex or residential projects	Nuclear power process, condominiums, machinery or product design, mines, domed stadiums and amusement parks.
d) Do you provide supplemental limits of liability?	Y		Don't understand question	What do you mean by supplemental limits?	Y		Y	We are not certain what you mean by supplemental limits	N	If you mean defense expense outside the stated limit, no.		Y	Y
e) If yes, maximum limits?	\$ 15,000,000.00				Limits available as needed and appropriate		\$ 3,000,000.00	N/A			Total \$25,000,000.00	Coverage not available for sports complex or residential projects	\$5,000,000 specific project excess

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Claims Process													
Question 16 - How does your company define a claim?													
	Receipt of a demand naming the insured seeking damages and/or professional services arising out of a wrongful act by the insured or any entity for whom the insured is legally liable.	"Claim" means a demand for money or services, naming you and alleging a wrongful act or pollution incident.	Demand for money or services	Claim: Demand for money or services, naming you and alleging a negligent act, negligent error or omission negligently committed in performance of your professional services on behalf of the named insured for others by you or any entity, including joint ventures, or whom you are legally liable. Pre-Claim Circumstance: An event, incident, allegation, circumstance, dispute or situation of which you first become aware during the policy period that a reasonably prudent person might expect to give rise to a Claim.	See attached policy language, III.A.1 and 2	See policy form attached	A demand for money or professional services received by the insured for damages, including but not limited to the service of a lawsuit or the institution of arbitration proceedings or other alternative dispute resolution proceedings, alleging a wrongful act arising out of the performance of professional services.	Demand for money or services, naming the insured, and alleging a wrongful act. A claim also includes the service of suit or the institution of an arbitration proceeding against the insured.	Any demand against the insured for money or services but not limited to the service of suit or institution of arbitration proceedings.	Please see appended policy text.	Demand for money or services and alleging a wrongful act. Circumstance means an event reported during the policy term from which you could reasonably expect that a claim could be made.	Definition of claim depends on the specific policy. However, a claim is generally a demand upon the insured for money or services.	Any demand received by you seeking "Damages" or "Professional Services" and alleging liability or responsibility on your part.
a) Who supervises claims:												All PL claims are assigned to an XL in-house claims attorney. Assistance is provided by in-house engineers (technical issues) and a nationwide network of outside attorneys and consultants.	
Company adjusters?	Y		Y	Y	Y; adjusters/supervisors	Y	Y		Y	Y	Y	N	Y
Independent contractor?	N			N	N	N	Y		Y	N	N	N	N
b) What assistance do you offer your insureds with potential claims?	Pre-claims adjuster	Free Loss Prevention Assistance: If, during the policy year, you report a specific circumstance in accordance with Conditions A of the policy, we will pay for all costs or expenses we incur, at our sole discretion, until the date a claim is made, as a result of investigating such circumstance.	Attorneys will contact and assist upon notice.	Free pre-claims assistance; includes company review / opinion / negotiation, legal counsel or other experts as needed.	Early Warning System puts a claims supervisor to work on a loss prevention file long before an issue becomes a formal claim.	Potential claims can be reported to the Company for assistance and we encourage issues to be reported as soon as possible.	Pre-claims assistance toll-free advice line; assistance with correspondence; if a serious matter, we will handle as if a claim including appointment of counsel if appropriate.		Can contact law firm of Donovan Hatem free of charge.	Full service risk management, loss prevention and incident management, both by in-house experts and outside counsel.	Free Pre-Claim Assistance	Pre-claim assistance is offered. We will investigate the most cost-effective solution for potential claims. In-house legal and technical reviews conducted by our staff of attorneys and consultants are provided to the insured. If outside legal and/or expert assistance is needed, these costs will be incurred by the insured and credited toward their self-insured retention.	Pre-claims assistance.

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Question 17 - Do you have claims offices that manage claims?													
	N	Y	Y	Y	Y; adjusters/supervisors	Y	Y	Y	N	Y	Y	Y	Y
a) If yes, where are they located (city, state)		Monterey, CA; program will add local offices as required.	New York, NY	New York, NY	Irvine, CA; San Francisco, CA; Itasca, IL; Norcross, GA; Bloomfield, NJ; Toronto, ON; Englewood, CO; Cape Canaveral, FL; Dallas, TX; Montreal PQ; Vancouver, BC; Houston, TX	Scottsdale, AZ	Liberty Corner, NJ; Northbrook, IL	Anaheim, CA; Chicago, IL; Atlanta, GA; Berkeley Heights, NJ; Columbia, MD		Concord, CA	CNA claim field offices are located in 25 cities in 19 states (CA, CO, FL, GA, IL, KS, LA, MA, MD, MI, MN, NC, NJ, NY, OH, PA, TN, TX, WA)	Home office: Exton, PA	Chicago, New York, New Jersey
b) What is the average caseload per claims supervisor or independent contractor?		N/A	Unknown	Confidential	At or below industry standard case loads	Unavailable	80			+/-150	160 claims per claims manager	75	Approximately 140 including reported circumstances and excess files.
c) How are claims managed when you do not have local claims office?		N/A	Managing attorney has a network of offices to which he assigns claims for local handling.	Central office with local assistance as needed	N/A	Insurance Company hires local law firms.	The claims adjusters are able to manage claims across the country. Local counsel is appointed when appropriate.	Each claim office services a region.	Lexington has a unique Claims Management Agreement with the Law firm of Donovan Haterm, who work directly with the insured or their local counsel to direct and supervise the handling of the claim.	By staff	The other states are assigned to the closest office.	All claims managed out of the Exton, PA office	Claims are managed in existing claims offices and defended by local counsel.
Question 18 - Does your policy cover claims brought outside the U.S., its territories, or Canada?													
	Y	Y	Y	Y	Y	Y	N	Y	Y	Y; by endorsement	Y	Y & N; depends on the policy	Y
a) If yes, does insured have the right to select legal counsel?	Y	Y	Would consider	N	Y; in collaboration with DPIC claims supervisor and counsel	N		No-but suggestions from insureds will be considered.	Y	As agreed	No-Willing to make appropriate accommodations	N	N
b) If yes, do you pay on behalf or to you indemnify?	Pay on behalf	Indemnify	Pay on behalf	Pay on behalf	Payment on behalf subject to terms of the policy	Pay on behalf		Pay on behalf	Indemnify for expenses	As agreed	N/A	Y & N; depends on the policy	Pay on behalf
c) If yes, are claims, including expenses, paid in US dollars?	Y	Y	Y	Y	Y; subject to terms of the policy	Y		Not necessarily but limit of liability is always determined in US dollars	Y	Y	N/A	Y; if the policy is written based on US dollars	Y
Litigation and Settlement													
Question 19 - Are defense costs paid outside the limit of liability by your company?													
	N	Y	N	N	N	They can be as an option	Y	N	N	N	N	Y & N; depends on State requirements; however, in general N	N
Question 20 - Do you reserve the right to appoint defense counsel on all claims?													
	N	Y	Y	Y	Y	Y	Y	Y	Y	Y; but as agreed	Y	Y	Y
a) Do you accept alternate defense counsel when requested by insured?	Y	Y	Y	Y	Y; if appropriate	Sometimes	Y	Y; subject to company guidelines	Y; in most cases	Y; as agreed	Y	Y & N; depends on circumstances of claim situation. We do solicit the insured's input regarding designation of counsel	Y
Question 21 - Do you exercise control over the strategic and tactical decisions of defense counsel assigned to defend an insured, such as by requiring assigned defense counsel to obtain the approval of depositions defense counsel deems necessary?													
	Y	Y	Y	Y	Y	Y	Y	Y; subject to consultation with insured.	Y	Compound question: yes, we consult with the policy holder on strategic and tactical decisions. Depositions likewise jointly agreed.	Y; we work with counsel on strategic and tactical decisions, but do not require approval of subsequent expenses.	Y	Y
Question 22 - Do you have to obtain the consent of insured to compromise or settle a claim?													
	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Question 23 - Does insured have to obtain the consent of the insurer to compromise on or settle a claim?													
	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Question 24 - Do you engage outside agencies to review defense counsel's billings?													
	N	N	N	Y	Y	Unavailable	N	N; not normally	Y	N	N	N; reviewed by in-house staff	Y

	ACE USA	Arrowhead Design Insurance Division (ADI)	Avreco	Benchmark Professional Insurance Services, Inc.	DPIC Companies / Royal & SunAlliance	Euclid Managers	Insight Insurance Services, Inc.	Kemper	Lexington	RA&MCO Insurance Services	VOSCO	XL Insurance	ZurichNA
<i>Additional Services?</i>													
Question 25 - Where can the following special services be obtained if offered by your company?													
a) Insurance needs assessment													
agent/broker	x	x	x	x	x	x	x	x	x	x	x		x
underwriter	x		x	x	x	x	x		x	x		x	
attorney	x			x								x	
claims dept.	x						x					x	
b) Application paperwork and assistance													
agent/broker	x	x	x	x	x	x	x	x	x	x	x		x
underwriter	x		x	x	x	x	x		x			x	
attorney													
claims dept.													
c) Explanation of coverage													
agent/broker	x	x		x	x	x	x	x	x	x	x		x
underwriter	x	x	x	x	x	x	x	x	x	x	x	x	x
attorney		x		x	x		x		x			x	
claims dept.	x	x		x	x	x	x	x	x	x	x		
d) Help with loss prevention programs													
agent/broker	x	x		x	x	x	x	x	x	x; as able	x		x
underwriter	x	x		x	x	x	x	x	x	x	x	x	x
attorney	x	x		x	x		x		x	x	x		x
claims dept.	x	x		x	x		x	x	x	x		x	
e) Review of contracts.													
agent/broker	x	x		x	x	x	x	x	x	x; as able	x		x
underwriter	x	x		x	x	x	x	x	x	x	x	x	
attorney	x	x	x	x	x	x	x	x	x	x	x	x	x
claims dept.	x	x		x	x		x	x	x	x		x	
f) Assistance with incidents and claims													
agent/broker		x		x	x	x	x	x			x		x
underwriter				x		x	x			x			
attorney	x	x	x	x	x	x	x		x	x		x	x
claims dept.	x	x		x	x	x	x	x	x	x			x
g) Educational programs													
agent/broker	x	x		x	x	x	x		x	x; as able	x		
underwriter	x	x		x	x	x	x		x	x	x	x	x
attorney	x	x		x	x		x		x	x			x
claims dept.	x	x			x		x		x	x		x	x