

2018 Directors and Officers/Employment Practices Liability (D&O/EPL) Scope of Services

The CONSULTANT will secure for the OWNER a comprehensive and cost-effective program of Directors and Officers/Employment Practices Liability (D&O/EPL) insurance and will provide services in support of that program.

The CONSULTANT will gather and develop information about the OWNER's operations sufficient to accurately and knowledgeably market DASNY's program to insurance carriers.

Following placement of coverage, the CONSULTANT will oversee the administration of the policy, including, but not limited to, issuance of accurate and legally enforceable insurance policies through financially responsible insurance carriers, premium billing, preparation of Certificates of Insurance and additional marketing efforts as renewals or other circumstances may require.

The CONSULTANT will provide risk management consulting services as needed. These services will include, but not be limited to, provide technical advice/expertise as it relates to the OWNER's D&O/EPL exposures, proactively provide information and updates on market conditions and trends, work with the OWNER's staff as needed to enhance internal and external risk transfer and control programs and provide other services as may be requested and mutually agreed by the CONSULTANT.

The CONSULTANT will actively work as a liaison for the OWNER in reporting all potential/pending claims to the insurer's claims department on behalf of the OWNER; represent and advocate for OWNER's interests in all interactions with the insurer's adjuster(s), claims representative(s) and attorney(s) as necessary or requested by the OWNER; and assist the OWNER in responding to coverage issues raised by the insurers. Working through an internal staff or the carrier's staff as specified in the proposal, the CONSULTANT will establish claims reporting procedures and benchmarks by which to measure carrier performance, advise as to best practices for dealing with external and internal stakeholders in the event of a loss, and provide loss summary information in writing for the life of the policy and six years thereafter.

Broker Services shall include, but not be limited to, the following:

1. Program placement, which shall include taking the program to market and securing placement with carriers of appropriate size and financial strength on policy forms with terms and conditions that are equal to or better/broader than the terms and conditions of the expiring policies, seeking to enhance coverage for areas of risk to the OWNER with minimal impact on premiums. The CONSULTANT shall be authorized to represent the OWNER in all discussions and transactions with insurers, provided that the CONSULTANT shall not place any insurance on behalf of the OWNER unless authorized to do so in writing by the OWNER.
2. Throughout the contract term continue to develop a strong understanding of the various operations of the OWNER to ensure that the program provides appropriate insurance coverage. Identify issues and exposures, potential gaps in coverage and potential program improvements that are specific to the OWNER'S operations and, as appropriate, bring those to the attention of the OWNER.
3. Negotiate with insurers on behalf of the OWNER and its clients and keep the OWNER informed of significant developments resulting from those negotiations.

4. Provide coverage summaries for all newly placed or renewed policies along with updates explaining any changes to existing coverage.
5. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
6. Keep the OWNER informed with written reports of significant changes and/or trends in the insurance marketplace including an analysis of potential risks specific to the OWNER'S operations and provide the OWNER with an annual forecast of market conditions.
7. Monitor published financial information of the OWNER's current insurers and alert the OWNER when the status of one or more of those insurers falls below CONSULTANT'S minimum financial guidelines including recommended actions for the OWNER'S consideration.
8. As requested, provide a customer service status report summarizing the services provided to date, plans for additional service going forward and any recommendations for the overall liability insurance program.
9. Approximately 120 days prior to policy expiration, present a written recommended plan for program renewal/marketing including timelines and assignments.
10. In the event of any questions regarding the interpretation of the insurance policy placed by the CONSULTANT, at the OWNER's request the CONSULTANT will represent the OWNER in any discussions with the insurance carrier.
11. Meet as necessary with the OWNER's key personnel to discuss strategy and open items.
12. Process or facilitate the processing of certificates of insurance for policies that CONSULTANT has placed, as requested by the OWNER and pursuant to state law.
13. When advised of a (potential) claim by the OWNER, CONSULTANT shall report, or assist OWNER in reporting, such (potential) claim to all carriers in the program, regardless of policy triggers, retention/deductible erosion, or other factors, unless otherwise directed by OWNER. Assistance shall include, but not be limited to, securing necessary paperwork or electronic access, advising as to the content of reports/correspondence, filing reports with the carriers as requested by the OWNER, and validating receipt by the carrier with appropriate written confirmation.
14. Monitor the progress of (potential) claims to ensure regular updates are provided to carriers or the OWNER, as applicable.
15. Assist OWNER in interpreting and, where applicable, responding to opinions, coverage decisions and correspondence from insurance carriers and/or their representatives.
16. Advise OWNER regarding new and emerging risks and provide insight regarding potential and changing exposures that are specific to OWNER'S operations and D&O/EPL insurance program.
17. As requested, assist OWNER in analyzing risk, as well as controls in place to mitigate or eliminate risk. Advise regarding changes to improve the associated risk control program(s).
18. Assist OWNER in accessing other D&O or EPL related services, as requested.