

SERFF Tracking Number: REGU-125547001 State: Arkansas
Filing Company: Nova Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: NCC-AR-SSP-08-01-F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2019 Professional Errors & Omissions Liability
Product Name: Nova SS Program
Project Name/Number: NCC-AR-SSP-08-01-F /NCC-AR-SSP-08-01-F

Filing at a Glance

Company: Nova Casualty Company
Product Name: Nova SS Program
TOI: 17.2 Other Liability - Occurrence Only
Sub-TOI: 17.2019 Professional Errors & Omissions Liability
Filing Type: Form

SERFF Tr Num: REGU-125547001 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: NCC-AR-SSP-08-01-F State Status: Fees verified and received
Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Rose Battles Disposition Date: 03/14/2008
Date Submitted: 03/14/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:

General Information

Project Name: NCC-AR-SSP-08-01-F Status of Filing in Domicile: Not Filed
Project Number: NCC-AR-SSP-08-01-F Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/14/2008 Deemer Date:
State Status Changed: 03/14/2008
Corresponding Filing Tracking Number:
Filing Description:
Nova Casualty Company (NCC) is submitting independent forms to provide Professional Liability coverage to various types of social service agencies whose purpose is to provide humanistic services to those who are in need. This program is marketed through a single production source, which is responsible for all underwriting, policy issuance and claims handling.

This program is based on the currently filed and approved forms by Royal Indemnity Company. These forms were

<i>SERFF Tracking Number:</i>	<i>REGU-125547001</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nova Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NCC-AR-SSP-08-01-F</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Nova SS Program</i>		
<i>Project Name/Number:</i>	<i>NCC-AR-SSP-08-01-F /NCC-AR-SSP-08-01-F</i>		

initially filed and approved in 1995 on behalf of Royal Special Risks Insurance Company. In 1999, the program was transferred to another member of the group of Royal Insurance Companies, Royal Indemnity Company. The differences between the program being filed by Nova and the Royal program are highlighted in the attached explanatory memorandum.

The rates and rules that will be used with this program are being filed separately as required.

Enclosed for your review are the following:

- State Required Filing Forms
- Explanatory Memorandum
- Copies of Independent Forms

A fee in the amount of \$50.00 is being submitted to cover the required filing fee.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Rose Battles, rosebattles@ircllc.com
 50 Broad Street (941) 926-0144 [Phone]
 New York, NY 10004

Filing Company Information

Nova Casualty Company	CoCode: 42552	State of Domicile: New York
726 Exchange Street	Group Code: -99	Company Type:
Suite 1020		
Buffalo, NY 14210	Group Name:	State ID Number:
(800) 462-7261 ext. [Phone]	FEIN Number: 16-1140177	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR charges \$50 for forms filings.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nova Casualty Company	\$50.00	03/14/2008	18664959

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/14/2008	03/14/2008

SERFF Tracking Number: REGU-125547001

State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-AR-SSP-08-01-F

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions
Liability

Product Name: Nova SS Program

Project Name/Number: NCC-AR-SSP-08-01-F /NCC-AR-SSP-08-01-F

Disposition

Disposition Date: 03/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125547001 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Exp Memo	Approved	Yes
Supporting Document	Filing Auth Letter	Approved	Yes
Form	Professional Liability Declarations (Occurrence Version)	Approved	Yes
Form	Professional Liability Insurance Policy (Occurrence Version)	Approved	Yes
Form	Abuse And Molestation Coverage Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Contractual Liability Amendment Endorsement	Approved	Yes
Form	Contractual Liability Amendment – Specific Contracts Endorsement	Approved	Yes

SERFF Tracking Number: REGU-125547001 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Professional Liability Declarations (Occurrence Version)	APL00011106	1106	Declaration News/Schedule		0.00	APL00011106 Occurrence Dec Page.pdf
Approved	Professional Liability Insurance Policy (Occurrence Version)	APL00031106	1106	Policy/Coverage New Form		0.00	APL00031106 Prof Liability Policy.pdf
Approved	Abuse And Molestation Coverage Endorsement	APL00071106	1106	Endorsement/New Amendment/Conditions		0.00	APL00071106 Abuse and Molestation end..pdf
Approved	Additional Insured Endorsement	APL00081106	1106	Endorsement/New Amendment/Conditions		0.00	APL00081106 Additional Insured End..pdf
Approved	Contractual Liability Amendment Endorsement	APL00111106	1106	Endorsement/New Amendment/Conditions		0.00	APL00111106 Contractual Liability Amendment. pdf
Approved	Contractual Liability Amendment – Specific Contracts Endorsement	APL00121106	1106	Endorsement/New Amendment/Conditions		0.00	APL00121106 Contract Liab Amendment Specific Contr.pdf



Nova Casualty Company

A Stock Insurance Company
726 EXCHANGE STREET, SUITE 1020
BUFFALO, NY 14210

**PROFESSIONAL LIABILITY
DECLARATIONS**

POLICY NO.
NEW / RENEWAL OF:

ITEM 1

NAMED INSURED AND MAILING ADDRESS

BROKER NAME AND ADDRESS

--	--

ITEM 2

POLICY PERIOD

From:

To:

12:01 a.m. Standard Time at the address of the Named Insured.

ITEM 3

Description of Named Insured's Business: _____

Insured is: () Individual () Partnership () Non-Profit Corp. () Other

ITEM 4

The limit of our liability for Professional Liability Coverage shall be as stated herein.

COVERAGE	LIMITS OF LIABILITY	
Professional Liability	\$ _____	Each claim \$ _____ Aggregate
State Professional Occupation:		
Insured and Names of Individuals (if applicable)		
Form numbers of endorsements attached at issue:		

TOTAL PREMIUM: _____

By acceptance of this policy the Named Insured agrees that the statements in the Declarations and the Application and any attachment hereto are the Named Insured's agreements and representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its representatives relating to this insurance.

Countersigned at

Issue Date

Authorized Representative

Countersigned Date

PROFESSIONAL LIABILITY INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - WHO IS AN INSURED.

SECTION I - COVERAGES

MISCELLANEOUS PROFESSIONAL LIABILITY:

1. Insuring Agreement

- a. We will pay on your behalf all sums which an insured shall become legally obligated to pay as "damages" because of injury arising out of the rendering of, or failure to render, during the policy period, professional services arising out of the occupation(s) described in the Declarations. We shall have the right and duty to defend any "suit" against an insured seeking "damages", even if any of the allegations of the "suit" are groundless, false or fraudulent, and to make such settlement of any claim or "suit" as we deem expedient, but we shall not be obligated to pay any claim or judgment or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.
- b. All claims for "damages" because of injury to the same person including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from the injury arising out of continuous or repeated exposure from the rendering of, or failure to render, professional services shall be deemed to be arising from once "incident".

2. Exclusions

This insurance does not apply:

- a. To bodily injury to any employee of yours, including employees leased by you, arising out of and in the course of employment by you;
- b. To any obligation for which you or any carrier as your insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law, or under any similar law;
- c. To the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, watercraft or aircraft;
- d. To "damages" which any insured shall become legally obligated to pay because of injury arising out of willful violation of a penal statute or ordinance if:
 - (1) The violation was committed by that insured; or
 - (2) The violation was committed with your knowledge or consent;
- e. To injury caused by any insured while under the influence of intoxicants or narcotics;
- f. To liability assumed by any insured under any contract or agreement;
- g. To injury arising out of:
 - (1) The actual or threatened abuse, molestation, or harassment by anyone of any person while in the care, custody or control of any insured, or
 - (2) The negligent:

- (i) Employment;
- (ii) Investigation;
- (iii) Supervision;
- (iv) Reporting to the proper authorities, or failure to so report, or
- (v) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **g.(1)** above;

- h. To injury that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada;
- i. To injury arising out of:
 - (1) Exhibitions, concerts or theatrical performances of more than two days with 500 or more admissions each day;
 - (2) Any event or gathering utilizing watercraft or aircraft;
 - (3) Leasing, use or ownership of fireworks or amusement devices; or
 - (4) Any athletic contest or event with more than 100 contestants or participants; or
- j. To any fines, penalties, punitive or exemplary "damages" or any "damages" resulting from the multiplication of compensatory "damages".

SUPPLEMENTARY PAYMENTS – MISCELLANEOUS PROFESSIONAL LIABILITY

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur,
- 2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim including actual earnings up to \$100 a day because of time off from work;
- 3. All costs taxed against the insured in the "suit".
- 4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. The named insured;
- 2. If the named insured is designated in the Declarations as a partnership, any partner or member thereof, but only with respect to their liability as such;
- 3. If the named insured is designated in the Declarations as other than an individual or partnership, any executive officer or director or stockholders, but only with respect to their liability as such; and
- 4. Employees, including leased employees, and volunteers of the named insured, but only while acting within the scope of their employment by the named insured or volunteer activities on behalf of the named insured. However, no employee or volunteer is an insured if he or she is a Medical Doctor providing other than administrative services for the named insured unless said Medical Doctor is listed in Item 4 of the Declarations;

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The limit of insurance stated in the Declarations as the Professional Liability Aggregate is the most we will pay for all "damages" under this policy.

Subject to **Section III.2.** above, the limit of insurance stated in the Declarations as the Professional Liability limit for "each claim" is the most we will pay for all "damages" because of each claim or "suit" covered by this policy.

SECTION IV – MISCELLANEOUS PROFESSIONAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. Duties in the Event of Injury, Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an injury or an "incident" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the injury or "incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

5. Premium Audit

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this Policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Assignment

Assignment of interest under this Policy shall not bind us unless our consent is endorsed in writing hereon.

10. Application

By acceptance of this Policy you agree that the statements in the application are personal representations, that they shall be deemed material and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between you and us, or any of our agents, relating to this insurance.

SECTION V - DEFINITIONS:

1. "“Damages”" means all damages, including damages for death, which are payable because of injury to which this insurance applies.
2. "Incident" means a single act or omission or a series of related acts or omissions arising out of the rendering of or failure to render professional services to a single person.
3. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE POLICY

SCHEDULE

Name of Person(s) or Organization(s) _____

- A. SECTION II. – WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) listed in the Schedule but only for their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE POLICY

Exclusion f. of SECTION I – COVERAGES, MISCELLANEOUS PROFESSIONAL LIABILITY, is replaced by the following:

- f. To liability assumed by any insured under any contract or agreement. This exclusion does not apply to liability that the insured would have assumed in the absence of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTUAL LIABILITY AMENDMENT – SPECIFIC CONTRACTS
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE POLICY

SCHEDULE

Designated Contracts:

The following is added to Exclusion f. SECTION I – COVERAGES, MISCELLANEOUS PROFESSIONAL LIABILITY:

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an insured contract, provided the injury occurs subsequent to the execution of the contract or agreement. For the purposes of this endorsement, insured contract means the contract or agreement pertaining to your business that is listed in the Schedule as a Designated Contract (including an indemnification of a municipality in connection with services performed for a municipality) under which you assume the tort liability of another party to pay for injury to a third person or organization which arise out of your services. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-AR-SSP-08-01-F

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2019 Professional Errors & Omissions
Liability

Product Name: Nova SS Program

Project Name/Number: NCC-AR-SSP-08-01-F /NCC-AR-SSP-08-01-F

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/14/2008

Comments:
Attachment:
AR F NAIC.pdf

Satisfied -Name: Exp Memo **Review Status:** Approved 03/14/2008

Comments:
Attachment:
Exp Memo SSP 03-2008.pdf

Satisfied -Name: Filing Auth Letter **Review Status:** Approved 03/14/2008

Comments:
Attachment:
FA Letter.pdf

FORM UT Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #
Nova Casualty Company	NY	42552	16-1140177

5. Company Tracking Number	NCC-AR-SSP-08-01-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Rose Battles Insurance Regulatory Consultants 50 Broad Street, Suite 501 New York, NY 10004	Manager	(941) 926-0144	(212) 571-2502	rosebattles@irclic.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Rose Battles

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0000 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0019 Professional E&O
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Social Services Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: Upon Approval Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	March 14, 2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # NCC-AR-SSP-08-01-F

21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Nova Casualty Company (NCC) is submitting independent forms to provide Professional Liability coverage to various types of social service agencies whose purpose is to provide humanistic services to those who are in need. This program is marketed through a single production source, which is responsible for all underwriting, policy issuance and claims handling.

This program is based on the currently filed and approved forms by Royal Indemnity Company. These forms were initially filed and approved in 1995 on behalf of Royal Special Risks Insurance Company. In 1999, the program was transferred to another member of the group of Royal Insurance Companies, Royal Indemnity Company. The differences between the program being filed by Nova and the Royal program are highlighted in the attached explanatory memorandum.

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- State Required Filing Forms
- Explanatory Memorandum
- Copies of Independent Forms

A fee in the amount of \$50.00 is being submitted to cover the required filing fee.

We ask that this filing become effective for all policies effective upon approval.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	NCC-AR-SSP-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	NCC-AR-SSP-08-01-RR			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Professional Liability Declarations (Occurrence Version)	APL00011106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Professional Liability Insurance Policy (Occurrence Version)	APL00031106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Abuse And Molestation Coverage Endorsement	APL00071106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Additional Insured Endorsement	APL00081106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Contractual Liability Amendment Endorsement	APL00111106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Contractual Liability Amendment – Specific Contracts Endorsement	APL00121106	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

**NOVA CASUALTY COMPANY
PROFESSIONAL LIABILITY
SOCIAL SERVICES PROGRAM**

EXPLANATORY MEMORANDUM – RATES, RULES & FORMS

Summary

Nova Casualty Company (NCC) is submitting independent rates, rules and forms to provide Professional Liability coverage to various types of social service agencies whose purpose is to provide humanistic services to those who are in need. This program is marketed through a single production source, which is responsible for all underwriting, policy issuance and claims handling.

This program is based on the currently filed and approved rates, rules and forms by Royal Indemnity Company. These rates, rules and forms were initially filed and approved in 1995 on behalf of Royal Special Risks Insurance Company. In 1999, the program was transferred to another member of the group of Royal Insurance Companies, Royal Indemnity Company. The differences between the program being filed by Nova and the Royal program are discussed below.

Rates and Rules

The base rates and rating rules that will be used with this program are based on those filed by Royal Indemnity Company and approved for use in your state.

The following rate and rule pages are attached:

1. Division Seven – Professional Liability - Countrywide Supplemental Rules
NCC-SSP-CW-RULES
2. Division Seven – Professional Liability – Countrywide Supplemental Rates
NCC-SSP-CW-RATES
3. Division Seven – Professional Liability – State Exception Pages
NCC-SSP-STATE-RULES
4. Division Seven - Professional Liability - State Rate Pages
NCC-SSP-STATE GROUP-RATES

The differences (other than formatting and company name changes) between the rates and rules contained in the above pages from the approved Royal Indemnity program are as follows:

Division Seven – Professional Liability – Countrywide Supplemental Rates
NCC-SSP-CW-RATES

On Page 2 of 2 of this portion of the manual, we revised the Increased Limits Table for Abuse and Molestation coverage (Section II.1.E.(2)) as follows:

1. The increased limits factors for \$50K/\$300K and \$300K/\$200K have been deleted. These coverage options will not be available under this program written by Nova.
2. We have added an increased limits factor of 1.29 for \$50K/\$200K. This is the same increased limits factor that is used for \$50K/\$300K limits in the Royal program.

Division Seven - Professional Liability - State Rate Pages
NCC-SSP-STATE GROUP-RATES

The Base Rates-Client Types and the Professional/Client Type Rates are 25% less than the approved rates for Royal. The lower rates are required in order for Nova to compete for this type of business.

**NOVA CASUALTY COMPANY
PROFESSIONAL LIABILITY
SOCIAL SERVICES PROGRAM**

EXPLANATORY MEMORANDUM – RATES, RULES & FORMS

Forms

The independent forms that will be used with this program are based on the currently approved forms for Royal Indemnity Company as referenced above. These filed forms have been reformatted and reconstructed to track with the Insurance Services Office Professional Liability forms. These changes were made without changing any of the coverages or provisions of the Royal forms. The policy to be used for this program will consist of the following:

1. Insurance Services Office - Common Policy Conditions - IL 00 17 11 98
2. Independent Coverage Form - Professional Liability Insurance Policy (Occurrence Version) - APL00031106
3. Independent Endorsements - Countrywide endorsements as listed below
4. Insurance Services Office - Professional Liability - Mandatory Endorsements
5. Insurance Services Office - Professional Liability - Optional Endorsements as applicable to this coverage
6. Independent Endorsements - State-specific endorsement(s) as included in this filing

The Insurance Services Office (ISO) Professional Liability forms are available for use by NCC as part of its ISO affiliation. The following countrywide independent forms are attached:

Nova Casualty Company - Independent Professional Liability Forms	
Form Number	Form Title
APL00011106	Professional Liability Declarations (Occurrence Version)
APL00031106	Professional Liability Insurance Policy (Occurrence Version)
APL00071106	Abuse And Molestation Coverage Endorsement
APL00081106	Additional Insured Endorsement
APL00111106	Contractual Liability Amendment Endorsement
APL00121106	Contractual Liability Amendment – Specific Contracts Endorsement



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Claims
Fax (716) 856-0069
Premium Accounting
Fax (716) 856-4351
Bond Dept.
Fax (716) 852-5590
www.novacasualty.com

LETTER OF FILING AUTHORIZATION

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Nova Casualty Company**. This authorization extends to all correspondence regarding this filing

Craig Rappaport
Name

February 1, 2008
Date

Senior Vice President
Title

Nova Casualty Company
Company


Signature

(716) 856-3722
Telephone Number

**Re: Nova Casualty Company
NAIC #: 42552
Professional Liability
Social Services Program**

Regional Underwriting Offices

(All Claims to Corporate Office Above)

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