

WAIVER OF DEDUCTIBLE CHECK LIST

Within 5 days from the date you file a claim, you must provide the documentation outlined below to qualify for Waiver of your Deductible as per the policy endorsement. Items in orange below are documentation particular to the Waiver of Deductible Policy wording — the balance is information required for any claim.

- Include a complete copy of your insured file for the policy that has the claim.** If the file goes back a number of years for this policy, please segment each year going forward. This file will include:
- The application
 - All correspondence
 - The complete policy form with the declarations page and all endorsements
 - All notes and comments whether written or digital

If your file is on the dashboard, you will need to download each document. The goal is to assemble it as though it were a paper file with the oldest document first and the most recent at the near to front with your narrative on top.

- A complete written narrative of events from the date** your alleged error occurred to present. This would be the date you wrote the policy, made the change, or failed to perform the requested act etc.
- Documentation that shows a standardized coverage presentation** method to the insured that outlines that the coverage and exclusions were explained to the insured during the transaction. This could be a checklist. *There is a link to this page in the email your declarations page and policy for was attached to for these checklists.* Or it could be written correspondence such as an email, fax or letter to the insured confirming what was discussed and your understanding of they wish to maintain coverage.
- Documentation of any coverage discussed, offered and declined by the insured.** This can be either a checklist or written communication to the insured after the review confirming your understanding of the insured's request. *A signed checklist is always preferable in the previous and this item.*

All documents should be assembled in a digital format and if too large to place in a single file, separate into numbered sections so that reassembly will be correct. If the file is too large or you do not have the equipment to assemble digitally, you may mail the copies to my office.

VII. Paragraph **C.** Deductible of Section **III. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted in its entirety and replaced with the following:

C. Deductible

The Deductible amount shown in Item 4.(a) on the Declarations is applicable to each and every **Claim** and applies to **Damages**. The Deductible shall be paid by the Named Insured and shall be uninsured and shall remain uninsured during the **Policy Period**. The Aggregate Deductible shown in Item 4.(b) on the Declarations shall be reduced by **Damages** payable within the Each and Every Claim Deductible. Once the Aggregate Deductible is exhausted, no further Deductible shall apply to any subsequent **Claims**.

The Limits of Liability shown in Item 3. on the Declarations are in addition to and in excess of the Deductible. The Company may advance payment of part or all of the Deductible and upon written notification of such payment made, the Named Insured shall promptly reimburse the Company for the Deductible amounts advanced by the Company.

The Deductible shall be reduced by the payment of **Damages** only.

However, the Deductible amounts shown in Items 4(a) and 4(b) of the Declarations shall not apply to a specific **Claim** if the Named Insured:

1. Completes the FARMERS AGENTS INTERNAL QUALITY CONTROL PROGRAM; and
2. Provides the Company with the Named Insured's complete file related to any person or entity making a **Claim** against an **Insured**. The following documentation must be provided to the Company within 5 days of the date the claim is presented to the **Company**:
 - a. Written notice of the **Claim** and every demand, notice, summons, or other process or pleadings received by the Named Insured or its representatives;
 - b. A copy of the applicable Coverage Form issued to the Named Insured;
 - c. A copy of the Named Insured's completed application;
 - d. Copies of all written communications between an **Insured** and the person or entity making a **Claim** against the **Insured**;
 - e. A complete written timeline of events related to the **Claim**;
 - f. A log of any issues discussed via telephone between an **Insured** and the person or entity making a **Claim** against the **Insured**;
 - g. Any Reservation of Rights Letters and other written correspondence describing coverage, changes, limitations and exclusions related to the **Claim**; and
 - h. Any other pertinent documentation contained in the Named Insured's file regarding the **Claim**;

Nothing herein relieves any **Insured** of his or her duty to cooperate with the Company and assist the Company in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the general conduct of any suits as provided in Paragraph **C.** Assistance and Cooperation of Section **V. CONDITIONS** of the Policy.