



**COLUMBIA CASUALTY COMPANY  
APPLICATION FOR STATE JUDGES PROFESSIONAL LIABILITY INSURANCE**

**Administrator: Herbert L. Jamison & Co., L.L.C.  
20 Commerce Drive, 2<sup>nd</sup> Floor  
Cranford, NJ 07016  
(800) 526-4766 or (973) 731-0806**

**THIS IS AN APPLICATION FOR A "CLAIMS MADE" POLICY. THE LIMIT(S) OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE.**

1. Applicant's Name: \_\_\_\_\_ Soc. Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone Nos.: **Chambers:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ **Residence:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_
4. Expiration Date of Current Professional Liability Insurance: \_\_\_\_\_
5. **A.** Are you presently an active and sitting judge?  Yes  No  
**B.** If "No" to Question **5A.** above, are you a retired judge taking cases on assignment?  Yes  No  
**C.** If "No" to Questions **5A.** and **5B.** above, attach a statement explaining your judicial status and the reason(s) why you are applying for this insurance.
6. Are you an appellate court judge?  Yes  No
7. Name(s) of Court(s) on which you presently sit: \_\_\_\_\_
8. How many years have you served in a judicial capacity? \_\_\_\_\_ **Years**
9. Are you presently, or have you at any time within the past 5 years been, subject to any disciplinary proceedings?  Yes  No  
**If "Yes", attach a statement giving full particulars including name of claimant, dates and disposition**
10. Have any claims been made against you during the past 5 years alleging judicial misconduct?  Yes  No  
**If "Yes", attach a statement giving full particulars including name of claimant, dates and disposition.**
11. Are you aware of any circumstances, or any allegations or contentions as to any incident which may result in a claim being made against you?  Yes  No  
**If "Yes", attach a statement giving full particulars.**

**IT IS AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS IN RELATION TO QUESTIONS 9, 10 OR 11 ABOVE, ANY CLAIM OR ACTION ARISING THEREFROM WILL BE EXCLUDED FROM THIS PROPOSED COVERAGE.**

**Notice to Applicant – Please Read Carefully**

I hereby declare that the above statements and particulars are true. I agree that this application shall be the basis of the contract with the Columbia Casualty Company.

I understand and accept that the policy applied for provides coverage on a "claim-made" basis for only those claims that are made against the insured while the policy is in force and that coverage ceases with the termination of the policy unless I exercise the options available and in accordance with the terms of the policy.

**FRAUD NOTICE - Where Applicable Under The Law Of Your State:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or

conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (**For New York Residents Only:** and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (**For Pennsylvania Residents Only:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information, shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.) (**For Tennessee Residents Only:** Penalties include imprisonment, fines and denial of insurance benefits.)

\_\_\_\_\_  
**Signature of Applicant**

The JamisonPro State Judges Professional Liability Insurance Program has been organized as a Purchasing Group located and domiciled in New Jersey, pursuant to legislation enacted by Congress known as the Federal Liability Risk Retention Act of 1986. You will automatically become a member of the Purchasing

\_\_\_\_\_  
**Date of Application**

Group once your completed application has been approved and your premium payment has been accepted. Completion of application or tendering of premium does not bind coverage. Application is subject to underwriting guidelines established by the Columbia Casualty Company.



## JAMISONPRO PURCHASING GROUP, LTD.

### STATE JUDGES PROFESSIONAL LIABILITY INSURANCE PROGRAM

We are pleased to enclose an application "kit" providing information concerning our State Judges Professional Liability Insurance Program, which is underwritten by the Columbia Casualty Company. Columbia Casualty operate as Surplus Lines\* insurer, and is subject to limited regulation in most states. However, a members of the CNA Insurance Group, which carries an A. M. Best Rating of "A (Excellent)", and Financial Size Category of "XV". The Financial Size Category XV is indicative of an "Adjusted Policyholders' Surplus" of \$2,000,000,000 or greater.

We encourage you to carefully review this material, which includes a specimen JamisonPro State Judges Professional Liability Insurance Policy and an application-form. Do not hesitate to call us at **1-800-JAMISON (526-4766)**, if we may be of assistance.

\* See Page #2 of the enclosed **Surplus Lines Premium Schedule & Disclosure Statements Form** for further information concerning the status of Columbia Casualty as a Surplus Lines insurer in your state .

#### APPLICATION INSTRUCTIONS

To apply for this insurance, please do the following:

1. Complete the enclosed **State Judges Professional Liability Application**, making certain that **Questions #5, #6, #9, #10 and #11** are fully answered, and that the application is signed and dated in ink where indicated.

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| <ol style="list-style-type: none"><li>a. <b>Alabama Applicants:</b> You must also complete and return the enclosed <b>Report of Individually Procured Insurance</b>, in accordance with state insurance requirements.</li><li>b. <b>California Applicants:</b> You must also complete and return the enclosed <b>D-1 Disclosure Statement</b>, in accordance with state insurance requirements.</li><li>c. <b>Kansas Applicants:</b> You must also complete and return the enclosed <b>Statement of Insured</b>, in accordance with state insurance requirements.</li><li>d. <b>New Jersey Applicants:</b> You must also complete and return the enclosed <b>Surplus Lines Disclosure Acknowledgment Form</b>, in accordance with state insurance requirements.</li></ol> |
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2. Review Page #1 of the enclosed **Surplus Lines Premium Schedule & Disclosure Statements Form** to determine the Annual Premium, Surplus Lines Charges and Total Amount Due for this insurance in your state.
3. Issue a check payable to Herbert L. Jamison & Co., L. L. C. for the Total Amount Due.

<p><b>NOTE:</b> If this insurance is being purchased on your behalf by a Court System, municipality or similar entity, you need not remit payment with your <b>Application</b>. Assuming that coverage is bound, your policy will be sent to you with an Invoice for the Total Amount Due.</p>
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4. Return your submission (i.e. your completed **Application** with all necessary attachments and your check) to Jamison via mail at the above address.

To expedite your submission, you may also fax a complete copy of same to us at 973-731-3035. Assuming that your Application does not require referral to Columbia Casualty / CNA Casualty of California for review, coverage will be bound upon our receipt and approval of your submission.

**JamisonPro / CNA State Judges Professional Liability Insurance Program  
Surplus Lines Premium Schedule & Disclosure Statements Form**

State	Annual Premium	Surplus Lines Charges	Total Amount Due
Alabama	\$1,648.00	4.00%	\$1,713.92
Alaska	Not Available	Not Available	Not Available
Arizona	\$1,648.00	3.20%	\$1,700.74
Arkansas	\$1,648.00	4.00%	\$1,713.92
California – Retired Judges	\$1,648.00	3.20%	\$1,700.74
California – Private Judges**	\$1,929.00	3.20%	\$1,990.73
Colorado	\$1,648.00	3.00%	\$1,697.44
Connecticut	\$1,648.00	4.00%	\$1,713.92
Delaware	\$1,648.00	3.00%	\$1,697.44
District of Columbia	\$1,648.00	2.00%	\$1,680.96
Florida*	\$1,648.00	5.15%	\$1,732.87
Georgia	\$1,648.00	4.00%	\$1,713.92
Hawaii	\$1,648.00	4.68%	\$1,725.13
Idaho	\$1,648.00	2.00%	\$1,680.96
Illinois	\$1,648.00	3.50%	\$1,705.68
Indiana	\$1,648.00	2.50%	\$1,689.20
Iowa	\$1,648.00	1.00%	\$1,664.48
Kansas	\$1,648.00	6.00%	\$1,746.88
Kentucky	Not Available	Not Available	Not Available
Louisiana	\$1,648.00	4.85%	\$1,727.93
Maine	\$1,648.00	3.00%	\$1,697.44
Maryland	\$1,648.00	3.00%	\$1,697.44
Massachusetts	\$1,648.00	2.28%	\$1,685.57
Michigan	\$1,648.00	2.50%	\$1,689.20
Minnesota	\$1,648.00	3.06%	\$1,698.43
Mississippi	\$1,648.00	7.00%	\$1,763.36
Missouri	\$1,648.00	5.00%	\$1,730.40
Montana	\$1,648.00	2.75%	\$1,693.32
Nebraska	\$1,648.00	3.00%	\$1,697.44
Nevada	\$1,648.00	3.90%	\$1,712.27
New Hampshire	\$1,648.00	3.00%	\$1,697.44
New Jersey	\$1,648.00	5.00%	\$1,730.40
New Mexico	\$1,648.00	3.003%	\$1,697.49
New York	\$1,648.00	3.78%	\$1,710.29
North Carolina	\$1,648.00	5.00%	\$1,730.40
North Dakota	\$1,648.00	1.75%	\$1,676.84
Ohio	\$1,648.00	5.00%	\$1,730.40
Oklahoma	\$1,648.00	6.00%	\$1,746.88
Oregon***	\$1,648.00	2.30% plus \$15.00	\$1,700.90
Pennsylvania	\$1,648.00	3.00% plus \$25.00	\$1,722.44
Rhode Island	\$1,648.00	4.00%	\$1,713.92
South Carolina	\$1,648.00	6.00%	\$1,746.88
South Dakota	\$1,648.00	2.50%	\$1,689.20
Tennessee	\$1,648.00	5.00%	\$1,730.40
Texas	\$1,648.00	4.85%	\$1,727.93
Utah	\$1,648.00	4.40%	\$1,720.51
Vermont	\$1,648.00	3.00%	\$1,697.44
Virginia	\$1,648.00	0.00%	\$1,648.00
Washington	\$1,648.00	2.10%	\$1,682.61
West Virginia	\$1,648.00	4.55%	\$1,722.98
Wisconsin	\$1,648.00	3.00%	\$1,697.44
Wyoming	\$1,648.00	3.00%	\$1,697.44

\* 5% Surplus Lines and 0.15% FSLO Service Fee

\*\* “Private Judges” (or Mediation / Arbitration Endorsement) coverage is also available in other states for an Additional Premium of \$281.00 plus the Surplus Lines Charges indicated above.

\*\*\* 2.0% Surplus Lines plus 0.3% Fire Marshall Tax and \$15.00 Surplus Lines Service Charge

**Notice To Alabama, Arizona, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin and Wyoming Applicants:**

In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is a Surplus Lines insurer in your state, and is subject to limited regulation by the Department of Insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

**Notice To Arkansas Applicants:** In accordance with insurance regulations, we hereby advise that the Columbia Casualty Company is a Surplus Lines insurer in your state. The contract will be issued and delivered as a Surplus Lines coverage under the Surplus Lines insurance law, and it may in some respects be different from contracts issued by insurers in the admitted markets. Accordingly, it may, depending on circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be.

**Notice To Colorado Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not admitted to transact business in Colorado, and is subject to limited regulation by the department of insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

**Notice To Hawaii Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not licensed by the State of Hawaii, and is not subject to its regulation or examination. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

**Notice To Idaho Applicants:** In accordance with Idaho Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not licensed by the Idaho Department of Insurance pursuant to Idaho insurance laws. In the event of the insolvency of Columbia Casualty, no coverage will be provided by the Idaho Insurance Guaranty Association.

**Notice To Kansas Applicants:** In accordance with insurance regulations hereby advise that the Columbia Casualty Company is a Surplus Lines insurer in the State of Kansas, and is subject to limited regulation by the Department of Insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid under the Kansas Insurance Guaranty Association Act.

**Notice To Michigan Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not licensed by the State of Michigan, and is subject to limited regulation by the department of insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

**Notice To Montana Applicants:** In accordance with Montana Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not authorized in this state, and is not subject to the same supervision as an authorized insurer. In the event of the insolvency of Columbia Casualty, the Property And Casualty Guaranty Fund of the state will not pay losses under the Surplus Lines coverage.

**Notice To New York Applicants:** In accordance with New York state Insurance Law and Regulation 41, hereby advise that the Columbia Casualty Company is not authorized to do any business in this state, and is not subject to supervision in this state. In the event of the insolvency of Columbia Casualty, losses will not be covered by any New York Insolvency Fund.

**Notice To North Dakota Applicants:** We hereby advise that the Columbia Casualty Company is not licensed by the State of North Dakota, and does not participate in the North Dakota Insurance Guaranty Association. In the event of the insolvency of Columbia Casualty, losses may not be paid by the Insurance Guaranty Association.

**Notice To Pennsylvania Applicants:** In accordance with Pennsylvania Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not admitted to transact business in this Commonwealth, and is subject to limited regulation by the Insurance Department. In the event of the insolvency of Columbia Casualty, losses will not be paid by the Pennsylvania Property and Casualty Insurance Guaranty Association.

**Notice To South Carolina Applicants:** Columbia Casualty has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this state as an eligible surplus lines insurer, but not afforded guaranty fund protection.

**Notice To Texas Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not licensed to transact insurance in Texas, and that this insurance is issued as a Surplus Lines coverage. The State Board of Insurance does not audit the finances or review the solvency of Columbia Casualty. In the event of the insolvency of Columbia Casualty, losses will not be paid by the State Property and Casualty Insurance Guaranty Association.

**Notice To Utah Applicants:** In accordance with Utah Surplus Lines Insurance Law, we hereby advise the Columbia Casualty Company does not hold a certificate of authority to do business in this state, and thus is not fully subject to regulation by the Utah Insurance Commissioner. If a policy is issued, it will receive no protection from any of the Guaranty Associations created under Chapter 28, Title 31A.

**Notice To Alabama, Arizona, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin and Wyoming Applicants:**

In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is a Surplus Lines insurer in your state, and is subject to limited regulation by the Department of Insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

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**Notice To Idaho Applicants:** In accordance with Idaho Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not licensed by the Idaho Department of Insurance pursuant to Idaho insurance laws. In the event of the insolvency of Columbia Casualty, no coverage will be provided by the Idaho Insurance Guaranty Association.

**Notice To Kansas Applicants:** In accordance with insurance regulations hereby advise that the Columbia Casualty Company is a Surplus Lines insurer in the State of Kansas, and is subject to limited regulation by the Department of Insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid under the Kansas Insurance Guaranty Association Act.

**Notice To Michigan Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not licensed by the State of Michigan, and is subject to limited regulation by the department of insurance. In the event of the insolvency of Columbia Casualty, losses will not be paid by any state insurance guaranty fund.

**Notice To Montana Applicants:** In accordance with Montana Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not authorized in this state, and is not subject to the same supervision as an authorized insurer. In the event of the insolvency of Columbia Casualty, the Property And Casualty Guaranty Fund of the state will not pay losses under the Surplus Lines coverage.

**Notice To New York Applicants:** In accordance with New York state Insurance Law and Regulation 41, hereby advise that the Columbia Casualty Company is not authorized to do any business in this state, and is not subject to supervision in this state. In the event of the insolvency of Columbia Casualty, losses will not be covered by any New York Insolvency Fund.

**Notice To North Dakota Applicants:** We hereby advise that the Columbia Casualty Company is not licensed by the State of North Dakota, and does not participate in the North Dakota Insurance Guaranty Association. In the event of the insolvency of Columbia Casualty, losses may not be paid by the Insurance Guaranty Association.

**Notice To Pennsylvania Applicants:** In accordance with Pennsylvania Surplus Lines Insurance Law, we hereby advise that the Columbia Casualty Company is not admitted to transact business in this Commonwealth, and is subject to limited regulation by the Insurance Department. In the event of the insolvency of Columbia Casualty, losses will not be paid by the Pennsylvania Property and Casualty Insurance Guaranty Association.

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**Notice To Texas Applicants:** In accordance with insurance regulations we hereby advise that the Columbia Casualty Company is not licensed to transact insurance in Texas, and that this insurance is issued as a Surplus Lines coverage. The State Board of Insurance does not audit the finances or review the solvency of Columbia Casualty. In the event of the insolvency of Columbia Casualty, losses will not be paid by the State Property and Casualty Insurance Guaranty Association.

**Notice To Utah Applicants:** In accordance with Utah Surplus Lines Insurance Law, we hereby advise the Columbia Casualty Company does not hold a certificate of authority to do business in this state, and thus is not fully subject to regulation by the Utah Insurance Commissioner. If a policy is issued, it will receive no protection from any of the Guaranty Associations created under Chapter 28, Title 31A.



## JAMISON INSURANCE GROUP

### “JAMISONPRO” STATE JUDGES PROFESSIONAL LIABILITY INSURANCE PROGRAM

*Here is what you need to know about the Jamison Advantage...*

#### JAMISON INSURANCE GROUP

- Ranked as one of the top *privately-held* and *independent* U.S. insurance brokers
- The preeminent insurance broker handling Judges Professional Liability Insurance in the US since 1984
- Over 35 years of experience in the design, placement and administration of professional liability insurance products
- Established reputation among insurers for the integrity and effectiveness of our client risk presentation
- Custom tailored loss control, risk management and claims assistance programs

#### THE CNA INSURANCE COMPANIES: COLUMBIA CASUALTY COMPANY

- A.M. Best Rating of “A (Excellent)” and a Financial Size Category of “XV” (indicative of an “Adjusted Policyholders’ Surplus” of \$2,000,000,000 or greater)
- 4<sup>th</sup> largest U. S. commercial lines insurer
- Over 40 years of experience as a professional liability insurer

#### JAMISONPRO PURCHASING GROUP, LTD.

Jamison developed the JamisonPro Purchasing Group in line with our commitment to offer a stable Judges Professional Liability Insurance Program to our clients. In 1986, Congress enacted legislation known as the Federal Liability Risk Retention Act to improve the availability and affordability of certain liability insurances. With JamisonPro, we can now directly and more easily offer you the great value of Professional Liability Insurance through the Jamison Insurance Group.

#### COVERAGE HIGHLIGHTS\*

- Policy is a “claims made and reported” form, providing coverage for claims that are first made against you and reported to the Company during the policy period or extended reporting period.
- Coverage applies to judicial liability claims (including suits, or arbitration or disciplinary proceedings) arising out of any act in your official judicial capacity, and to employment practices claims (including administrative, investigative, EEOC or other proceedings) alleging wrongful employment practices.
- Coverage is provided for acts taking place prior to the policy period if, prior to the inception of the first Judges Professional Liability Insurance Policy issued by the Company, you had no reasonable basis to believe that such acts might reasonably be expected to be the basis of a claim.
- Limits of Liability of \$1,000,000 each claim / \$1,000,000 annual aggregate with no Deductible are provided for judicial liability claims, including damages and claim expenses.
- An “employment practices claim aggregate sublimit of liability” in the amount of \$200,000 annual aggregate with no Deductible is provided for employment practices claims, including damages and claim expenses.
- Claims cannot be settled without your written consent.
- A three (3) year extended reporting period is available.

**\* Policy provisions are only briefly highlighted herein. Please refer to the policy itself for complete details.**

#### ANNUAL PREMIUM

- \$1,648.00+ Surplus Lines Charge(s)
- \$1,929.00+ Surplus Lines Charge(s) – “Private Judges” with Mediators / Arbitrators Endorsement coverage.

**If you have any questions or need assistance, please contact us.**

**TOLL FREE TELEPHONE SERVICE: 800-526-4766**

**WEB SITE: [www.jamisongroup.com](http://www.jamisongroup.com)**

CNA is a service mark and trade name registered with the US Patent and Trademark Office. The program referenced herein is underwritten by one or more of the CNA companies. The information is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages not available in all states. (c) 2003.