

NONADMITTED INSURANCE MULTI-STATE AGREEMENT (NIMA)

WHEREAS, the Nonadmitted and Reinsurance and Reform Act of 2010 (“NRRA”), which was incorporated into the Dodd-Frank Wall Street Reform and Consumer Protection Act, provides that only an insured’s “hHome sState” may require a premium tax payment for nNonadmitted insurance; and

WHEREAS, the NRRA authorizes sStates to enter into a compact or otherwise establish procedures to allocate among the States the nNonadmitted insurance premium taxes; and

NOW, THEREFORE, in consideration of the foregoing, the Participating States whothat are signatories hereto, do freely and voluntarily enter into this Agreement under the following terms and conditions:

PART I

Purpose

The purposes of this Agreement, through means of joint and cooperative action among the Participating States, are to:

1. Facilitate the payment and allocation of premium taxes on Nonadmitted Insurance for Multi-State Risks among the Participating States in accordance with the premium tax allocation method and formula contained in the Annexes attached to this aAgreement and based on the rates established by each Participating State.
2. Require nationwide uniform requirements, forms and procedures that facilitate ~~provide for~~ the reporting, payment, collection and allocation of premium taxes for Nonadmitted Insurance for Multi-State Risks as contemplated by the NRRA.
3. Coordinate reporting of premium taxes data and transaction data on Multi-State Risk(s) among Participating States.
4. Establish a Clearinghouse to facilitate the receipt and distribution of premium taxes es and transaction data related to Nonadmitted Insurance of Multi-State Risks.

PART II

Definitions

5. For purposes of this Agreement, the following definitions shall apply:
- a. “**Agreement**” means this Nonadmitted Insurance Multi-State Agreement (NIMA), entered into by the Participating States pursuant to Section 521(b)(1) of the NIRA.
 - b. “**Admitted Insurer**” means, with respect to a State, an insurer that is licensed authorized, to transact the business of insurance in such State.
 - c. “**Allocation Formula**” means the methods of nonadmitted insurance premium tax allocation and the formulas for allocating ~~n~~Nonadmitted ~~i~~Insurance premium taxes contained as set forth in Annex “A” and Annex “B” to this Agreement, ~~respectively~~.
 - d. “**Clearinghouse**” means the mechanism entity established pursuant to this Agreement ~~for to facilitate the~~ receipt and distribution of premium taxes and transaction data related to Nonadmitted Insurance ~~of Multi State Risks~~.
 - e. “**Home State**” ~~or “home State”~~ means,
 - (1) In General.—Except as provided in ~~subparagraphs (B2) through (5)~~, the term “hHome State” means, with respect to an insured—
 - (A) the State in which an insured maintains its principal place of business or, in the case of an individual, the individual’s principal residence; or
 - (B) if 100 percent of the insured risk is located out of the State referred to in subparagraph (A), the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.
 - (2) “Principal place of business” means, with respect to determining the hHome State of the insured, (a) the State where ~~(i)~~ the insured maintains its headquarters and where the insured’s high-level officers direct, control and coordinate the business activities; or ~~(ii)~~ if the insured’s high-level officers direct, control and coordinate the business activities in more than one State, the State in which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated~~the insurer delivered the policy~~; or ~~(iii)~~ if the insured ~~s~~ maintains its headquarters or the insured’s high-level officers direct, control and coordinate the business activities principal place of business is located outside any State, the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.
 - (3) “Principal residence” means, with respect to determining the hHome State of the individual, (a) the State ~~(i)~~ where the individual resides for the greatest number of days during a calendar year; or ~~(ii)~~ if the insured’s principal residence is located outside any State, the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.
 - (4) Affiliated Groups.—If more than one insured from an affiliated group are named insureds on a single ~~n~~Nonadmitted ~~i~~Insurance contract, the term “hHome State” means

the ~~h~~Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

(5) Group Insurance. When the group policyholder pays 100% of the premium from its own funds, the term “~~h~~Home State” means the ~~h~~Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the group policyholder. When the group policyholder does not pay 100% of the premium from its own funds, the term “~~h~~Home State” means the ~~h~~Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the group member.

f. **"Independently Procured Insurance"** means insurance procured by an insured directly from a Non-~~A~~admitted Insurer as permitted by the laws of the Home State.

g. **"Licensed"** means, with respect to an insurer, authorization to transact the business of insurance by a license, certificate of authority, charter, or otherwise.

h. **"Multi-State Risk"** means a risk covered by a ~~n~~Nonadmitted ~~i~~nsurer with insured exposures in more than one State.

i. **"Nonadmitted Insurance"** means any ~~p~~Property and ~~e~~Casualty ~~i~~nsurance permitted in a State to be placed directly or through a ~~s~~urplus ~~l~~ines ~~l~~icensee~~broker~~ with a ~~n~~Nonadmitted ~~i~~nsurer eligible to accept such insurance. For purposes of this Agreement, Nonadmitted Insurance includes Independently Procured Insurance and Surplus Lines Insurance.

j. **"Nonadmitted Insurer"** means, with respect to a State, an insurer not licensed to engage in the business of insurance in such State, but shall not include a risk retention group, as that term is defined in section (2)(a)(4) of the Liability Risk Retention Act of 1986 (15 U.S.C. 3901(a)(4)).

k. **"Non-Participating State"** means any State that has not executed this Agreement.

l. **"Participating State"** means any State that has executed this Agreement and that has not withdrawn or defaulted pursuant to Part VII.

m. **"Property and Casualty Insurance"** means any kind of insurance on property, fidelity and surety insurance, or liability insurance, but does not mean title insurance, workers' compensation insurance, or any insurance on the life of a person, including life insurance, annuities, accident and health insurance, or disability insurance.

n. **"Single-State Risk"** means a risk with insured exposures in only one State.

o. **"Surplus Lines Insurance"** means insurance procured by a Surplus Lines Licensee from a Surplus Lines Insurer ~~or other Nonadmitted Insurer~~ as permitted under the law of the Home State; for purposes of this Agreement, "Surplus Lines Insurance" shall also mean excess lines insurance as may be defined by applicable State law.

p. **"Surplus Lines Insurer"** means a Nonadmitted Insurer permitted under the law of the Home State to accept business from a Surplus Lines Licensee.

q. "Surplus Lines Licensee" means an individual, firm or corporation that is licensed in a State to sell, solicit or negotiate insurance, including the agent of record on a Nonadmitted Insurance policy, on properties, risks or exposures located or to be performed in a State with Nonadmitted Insurers.

6. In this Agreement, unless otherwise specified, words or expressions used in this Agreement have the same meaning as in the Nonadmitted ~~and~~ Reinsurance ~~and~~ Reform Act of 2010.

7. The following are the Annexes that are attached to, and that form an integral part of, this Agreement: **Annex "A"** - Nonadmitted Insurance Premium Tax Allocation; **Annex "B"** – Allocation Formula; and **Exhibit 1** – Information Required to be Submitted by the Broker or Insured via the Clearinghouse Web Portal~~Information Required to be Submitted by the Broker via the Clearinghouse Web Portal.~~

PART III

Implementation

8. The Participating State, as signatory herein, represents that it has the legal authority necessary to enter into this ~~a~~Agreement for the purposes stated in the ~~a~~Agreement, including the allocation among the other Participating States of applicable Nonadmitted Insurance premium taxes and the use of the designated Clearinghouse for the facilitation of the payment and distribution of such premium taxes.

9. Pursuant to the terms of this ~~a~~Agreement, each Participating State agrees to:

(a) implement nationwide uniform requirements, forms and procedures that facilitate the reporting, payment, collection and allocation of premium taxes for Nonadmitted Insurance for Multi-State Risks;

(b) allocate among the applicable Participating States the Nonadmitted Insurance premium taxes required by an insured's hHome State as described herein;

(c) work collaboratively and in a timely manner towards the imposition of NRRA's Nonadmitted Insurance premium tax reforms by July 21, 2011; and

~~(d) establish and utilize a Clearinghouse for the purpose of a single location for to facilitate the receipt, allocation, and distribution and auditing of the payment of Nonadmitted Insurance premium taxes to the Participating States. ; and~~

~~(d) establish and utilize bylaws for the operations of the Clearinghouse, to be agreed by a majority of Participating States, to ensure the Clearinghouse and its computer software system are capable of meeting the requirements of this Agreement. -~~

PART IV

Collection and Allocation Procedures

10. The Clearinghouse will operate pursuant to a plan of operation, to be agreed upon by a majority of the Participating States, to ensure that the Clearinghouse and its computer software system are capable of meeting the requirements of this Agreement.

101. Each Participating State agrees to use the Clearinghouse for all Multi-State Risks for which that state is the Home State. Except as otherwise provided, each Participating State agrees to require Surplus Lines Licensees and insureds who independently procure insurance to utilize the Clearinghouse for the reporting and payment of Nonadmitted Insurance premium taxes for all Multi-State Risks for which that state is the ~~h~~Home State. This Agreement shall not require a State to treat any ~~p~~Property and ~~e~~Casualty ~~i~~Insurance as Non-~~A~~admitted Insurance where the laws of the State do not provide such treatment. Further, each Participating State may, at its discretion, agree to use the Clearinghouse for any Single-State Risks or non-Property and Casualty Insurance risks for which that state is the Home State.

142. Each Participating State agrees to contract with the Clearinghouse to provide the services that are the subject of this Agreement. There shall be no material variations in the terms of each Participating State's contract with the Clearinghouse and each such contract shall include, but not be limited to, terms prohibiting the Clearinghouse from lobbying, accepting gifts or donations, political activity of any kind, or conflicts of interest, and shall include terms requiring confidentiality of information received by or provided to the Clearinghouse.

123. Each Participating State agrees to require the payment of taxes and fees when the Participating State is the Home State according to the following factors and as provided in Annex "A" and Annex "B": (a) determined by the Home State on the portion of the premium allocated to the Home State based on the applicable Allocation Formula; (b) specified by each Participating State ~~with respect to a Nonadmitted Insurer in that State,~~ on the portion of the premium allocated to that State based on the applicable Allocation Formula; and (c) determined by the Home State on any portion of the premium not allocated under subsections (a) and (b) of this section. Each Participating State agrees to establish one tax rate, encompassing any applicable taxes ~~and~~ fees and assessments, that applies to Nonadmitted Insurance; provided, however, that nothing shall require a Participating State to impose a tax on any kind of insurance for which the State presently does not have an obligation to tax or has allowed an exemption; and further provided that, where a Home State utilizes a surplus lines stamping office, the stamping office may, in accordance with the laws of that State, impose stamping fees in addition to the tax.

134. Each Participating State shall give notice to the Clearinghouse of any changes to its statewide ~~n~~Nonadmitted Insurance premium tax rate and any statewide assessments at least 90 days prior to the effective date of such changes. The Clearinghouse will send notice of any changes to all of the Participating States via electronic mail to the designated contact of each Participating State.

154. Each Participating State agrees to authorize the Clearinghouse, when the Participating State is the Home State, to collect a reasonable fee, to be established by contract between the Participating State and the Clearinghouse, payable by the insured directly or through a Surplus Lines Licensee on each transaction processed through the Clearinghouse to cover the cost of the operations and activities of the Clearinghouse. If the Home State has a stamping office, this fee shall be in addition to the service fee that is received by the stamping office.

16. No Participating State, other than the Home State, may require a Surplus Lines Licensee to submit data, reports or insurance documentation to a stamping office of that State. A Home State with a stamping office may require the initial submission of transaction data, premium taxes and fees with the stamping office of that State provided the State agrees by contract with the Clearinghouse to forward relevant transaction data, premium taxes and fees to the Clearinghouse for distribution to other Participating States.

157. Except as otherwise provided, each Participating State agrees to require, by statute or rule, for those policies of Non-~~A~~admitted Insurance where that State is the Home State and for which the payment of Nonadmitted Insurance premium taxes is due, that the Surplus Lines Licensee ~~on a policy~~, or insured who independently procures insurance, ~~for which the payment of nonadmitted insurance premium taxes are due~~, shall forward such payments and related information based on Annex “A” and Annex “B” to the Clearinghouse for deposit in the Clearinghouse account. Each Participating State agrees to require that the payment of ~~Nonadmitted~~ Insurance premium taxes will be accompanied by transaction data consistent with Exhibit 1. After the Clearinghouse has collected and reconciled the payments, the appropriate amount will ~~then~~ be deposited into each Participating State’s depository account at the banking institution selected ~~by the Participating State to provide depository services to the Participating States and the Clearinghouse as contemplated by this Agreement~~. With respect to the depository accounts of the Participating States, the Clearinghouse shall only have the authority to transfer premium taxes collected and on deposit in the Clearinghouse account ~~to the depository accounts of the other Participating States into the depository account of the Participating States~~.

~~16~~18. For those policies of Non-~~A~~admitted Insurance where transaction data consistent with Exhibit 1 is submitted prior to the payment of ~~Nonadmitted~~ Insurance premium taxes, each Participating State agrees that the accounting of taxes due will be tracked by the Clearinghouse, and the issuance of an invoice and its payment will be handled by the Clearinghouse. Each Participating State agrees to require the Surplus Lines Licensee or insured who independently procures insurance, as applicable, to submit information based on Annex “A” and Annex “B.” The Clearinghouse will assess the allocated premium based upon each Participating State’s statewide ~~Nonadmitted~~ Insurance tax rate and statewide assessments for each Participating State with exposure. At the end of the reporting period, the Clearinghouse will invoice the Surplus Lines Licensee or insured who independently procures insurance for amounts owed and will allocate the amount collected on behalf of the Home State to all other Participating States and ~~net-out~~ the amounts owed to or from each of the States. The netting of taxes will be based on the actual amount collected.

179. The Clearinghouse will report to the Participating States, Surplus Lines Licensees and insureds who independently procure insurance, within 15 days of the quarterly premium tax filing and payment dates set forth in section ~~189~~ of this Part, all premium taxes owed to each of the Participating States for the preceding quarter, the dates upon which payment of such premium taxes are due, and at the method to paythrough which they were paid ~~them through to~~ the Clearinghouse.

~~12~~08. Each Participating State agrees that, when it is the Home State, it shall require tax filings and payments quarterly utilizing the following dates only: February 15 for the quarter ending the preceding December 31, May 15 for the quarter ending the preceding March 31, August 15 for the quarter ending the preceding June 30, and November 15 for the quarter ending the preceding September 30.

~~21~~49. The Home State agrees to enforce, if necessary and to the extent allowed by the laws of the Home State, any of the following: unpaid tax; interest due; and applicable penalties. The Home State will follow the calculation of these amounts and the methods of collection governed by the laws of the Home State and ~~any administrative procedures~~ the plan of operation adopted pursuant to ~~of~~ this Agreement.

PART V

Dispute Resolution

~~220.~~ Each Participating State agrees to exercise Best efforts ~~will be exercised by the Participating States~~ to reach consensus in respect to disputed issues arising on matters governed by this Agreement.

~~234.~~ If a dispute arises out of or relates to this ~~contract~~Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the affected Participating States agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. A dispute involving one or more Participating States or the Clearinghouse is a dispute arising out of or relating to this ~~contract~~Agreement for purposes of this ~~section~~Part.

PART VI

Participating States, Effective Date and Amendment

~~224.~~ Any State is eligible to become a Participating State. This Agreement shall become effective and binding as of the first day after the conclusion of the calendar quarter in which the Agreement is executed by the duly authorized representative of at least two (2) Participating States. Thereafter, it shall become effective and binding as to any other Participating State as of the first day after the conclusion of the calendar quarter in which such State executes this Agreement.

~~235.~~ Amendments may be proposed by any of the Participating States ~~for consideration and agreement of all other signatories to~~under this Agreement. The amendment shall become effective after ~~each two-thirds of the~~ Participating States agrees in writing to accept the amendment.

PART VII

Withdrawal, Default and Dissolution

~~246.~~ Withdrawal

- a. Once effective, this Agreement shall continue in force and remain binding upon each and every Participating State, provided that a Participating State may withdraw from the Agreement ("Withdrawing State") by providing 60 days' written notice to the Clearinghouse, which shall provide advance written notice to all Participating States.
- b. The Withdrawing State is responsible for all obligations, duties and liabilities incurred through the effective date of withdrawal, including any obligations, the performance of which extend beyond the effective date of withdrawal.

~~257.~~ Default

- a. If any Participating State has at any time defaulted ("Defaulting State") in the performance of any of its obligations or responsibilities under this Agreement, the Defaulting State shall be suspended from the effective date of default. The grounds for default include, but are not limited to, failure of a Participating State to perform its obligations or responsibilities as required by this Agreement.
- b. Reinstatement following termination of any Participating State requires renewed execution of the Agreement.

~~268.~~ Dissolution of Agreement

- a. The Agreement dissolves effective upon the date of the withdrawal or default of the Participating State ~~which that~~ reduces membership in the Agreement to one Participating State.
- b. Upon the dissolution of this Agreement, the Agreement becomes null and void and shall be of no further force or effect.

PART VIII

Severability and Construction

~~279.~~ The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is deemed unenforceable, the remaining provisions of this Agreement shall be enforceable.

~~3028.~~ The provisions of this Agreement shall be liberally construed to effectuate its purposes.

~~3129.~~ Throughout this Agreement, the use of the singular shall include the plural and vice-versa. The headings and captions of ~~articlesparts~~, sections, ~~subsections~~, paragraphs and sub-~~sectionsparagraphs~~ used in this Agreement are for convenience only and shall be ignored in construing the substantive provisions of this Agreement.

PART IX

Binding Effect of Agreement and Other Laws

~~302.~~ The terms of this Agreement and the procedures to be established as amendments to this Agreement, are binding upon the Participating States, except as ~~otherwise~~ may be provided herein.

~~334.~~ Each Participating State agrees to abide by the applicable laws, regulations, and statutes concerning confidentiality and nondisclosure of information to the extent ~~required or~~ allowed by ~~the~~ law.

PART X

Miscellaneous

~~324.~~ This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument. Counterparts may be executed either ~~in original by hard copy~~ or ~~electronically faxed form, or by facsimile~~, and the Participating States shall accept any signatures received by ~~electronic mail or facsimile a receiving fax machine~~ as original signatures of the Participating State ~~;~~ ~~provided, however, that~~ ~~The~~ a Participating State ~~providing its signature in such manner~~ will promptly forward to the other Participating States and the Clearinghouse a signed copy of this Agreement ~~which was so faxed~~.

~~335.~~ By entering into this Agreement, a Participating State is not deemed to surrender or abandon any of the powers, rights, privileges or authorities vested in it under its State ~~C~~constitution, statutes, ~~A~~acts, or otherwise, or to impair any of such powers, rights, privileges or authorities.

~~364.~~ This Agreement, including all Annexes attached, constitutes the entire agreement between the Participating States with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the Participating States with respect to that subject matter.

375. After execution of this Agreement, each Participating State will do, or cause to be done, all acts as the other Participating States may reasonably require from time to time for the purpose of giving effect to this Agreement and each Participating State will use reasonable efforts, and take all steps as may be reasonably within that Participating State's power, to implement to ~~its~~^{their} full extent the provisions of this Agreement.

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ANNEX “A”
Nonadmitted Insurance Premium Tax Allocation

This Annex to the Agreement sets forth the provisions governing the method of tax [Allocation](#) for Multi-State Risks, as defined in Part III. If the allocation schedule does not identify a classification appropriate to the property or risk being insured, then the Surplus Lines Licensee, or an insured who independently procures insurance, consistently shall use an alternative method of equitable allocation across similar types of insurance policies and contracts, and shall maintain for at least five years, documented evidence of the bases and other criteria used by the Surplus Lines Licensee [or insured who independently procures insurance](#) in order to substantiate the method.

~~**NEW TABLE INSERTED ON FOLLOWING PAGES AFTER CONSULTATION WITH DIRECTOR HALL**~~

EXPOSURE ALLOCATION METHODOLOGY

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
PROPERTY	ALL PROPERTY UNLESS MORE SPECIFICALLY DESCRIBED ELSEWHERE	ALL RISK INCLUDING LEAKAGE OF SPRINKLERS, EXPLOSION, RIOT & CIVIL COMMOTION, EARTHQUAKE, BLANKET FORM, WATER DAMAGE, BUSINESS INTERRUPTION, TIME ELEMENT OR SIMILAR TIME VALUE COVERAGE, FIRE AND EXCESS OF LOSS	TIV (TIV= PD + BI) TOTAL INSURED VALUE = PHYSICAL DAMAGE + BUSINESS INTERRUPTION
	INCLUDES BOTH REAL AND PERSONAL PROPERTY, GLASS, CROP, ANIMALS, RESIDUAL VALUE		
	AVIATION	PHYSICAL DAMAGE, ALL OTHERS	TIV
	BOILER & MACHINERY	DIRECT, CONSEQUENTIAL, ENGINE & MACHINERY, ALL OTHERS	TIV
	INLAND MARINE	FINE ARTS DEALERS, JEWELERS BLOCK, FURRIERS BLOCK, BUSINESS & PERSONAL FLOATER, BUILDERS RISK, ALL OTHER NON APPEARANCE & ABANDONMENT	TIV
	INLAND MARINE	MOTOR TRUCK CARGO	GARAGE LOCATION
	MOTOR VEHICLE PHYSICAL DAMAGE		TIV OF MOTOR VEHICLES PRINCIPALLY GARAGED OR PRINCIPALLY USED IN STATES
	GENERAL LIABILITY / UMBRELLA / EXCESS LIABILITY / EXCESS WORKERS COMPENSATION UNLESS MORE SPECIFICALLY DESCRIBED ELSEWHERE	MANUFACTURERS AND CONTRACTORSTHE COVERAGE TYPE-GENERAL LIABILITY	REVENUES (RECEIPTS/GROSSPAYROLL IN STATE
		PREMISES OPERATIONS INCLUDES, BUT IS NOT LIMITED TO, MANUFACTURERS-AND CONTRACTORS, PREMISES OPERATIONS,	SQUARE FOOTAGE OF PREMISES IN STATE
	CASUALTY		

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
		OWNERS AND CONTRACTORS PROTECTIVE PRODUCTS, CONTRACTORS PROTECTIVE PRODUCTS, COMPLETED OPERATIONS, AMUSEMENT PARK LIABILITY, SPECIAL EVENTS, DAY CARE CENTER LIABILITY, LIQUOR LIABILITY AND PRODUCTS OTHER THIRD PARTY LIABILITY POLICIES.	COST OF CONTRACT IN STATE
		OWNERS AND CONTRACTORS PROTECTIVE PRODUCTS, CONTRACTORS PROTECTIVE PRODUCTS, COMPLETED OPERATIONS, AMUSEMENT PARK LIABILITY, SPECIAL EVENTS, DAY CARE CENTER LIABILITY, LIQUOR LIABILITY AND PRODUCTS OTHER THIRD PARTY LIABILITY POLICIES.	SALES IN STATE (SALES), PAYROLL, SQUARE
		COMPLETED OPERATIONS	RECEIPTS IN STATE (FOOTAGE (AREA), TOTAL COST, UNITS, ADMISSIONS - BY STATE,
		CHILD CARE	NUMBER OF CHILDREN IN STATE (WHICHEVER IS APPLICABLE
		CONTRACTUAL	IF "STAND ALONE" POLICY, VALUE OF SALES IN STATE
		RECREATIONAL	AMOUNT OF GATE RECEIPTS IN STATE
		SPECIAL EVENTS	NUMBER OF EVENTS IN STATE
		PROFESSIONAL LIABILITY	NUMBER OF INSURED IN STATE
ERRORS & OMISSIONS (E&O) / PROFESSIONAL LIABILITY		INCLUDES, BUT IS NOT LIMITED TO ARCHITECTS & ENGINEERS E&O, CONTRACTORS PROFESSIONAL, DATA PROCESSING / SOFTWARE E&O	REVENUES (RECEIPTS) OR NUMBER OF PROFESSIONALS BY STATE
MEDICAL MALPRACTICE		INCLUDES MEDICAL MALPRACTICE FOR INDIVIDUAL HEALTHCARE PROVIDERS OR	REVENUES (RECEIPTS), NUMBER OF PROFESSIONALS OR BED

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
		FACILITIES, I.E. HOSPITALS, NURSING HOMES, PSYCHIATRIC CENTERS	COUNT BY STATE
	EMPLOYMENT PRACTICES LIABILITY (EPLI)	EPLI FOR ALL INDUSTRIES	HEADCOUNT BY STATE
	MUNICIPALITIES, PUBLIC AUTHORITIES AND OTHER POLITICAL SUBDIVISIONS		NUMBER OF MUNICIPALITIES, ETC.
	ENVIRONMENTAL IMPAIRMENT		NUMBER OF UNITS OF EXPOSURE
	ASBESTOS ABATEMENT		PAYROLL
	EMPLOYEE/MEMBER BENEFIT PROGRAM		NUMBER OF EMPLOYEES/MEMBERS
	MOTOR VEHICLE	AUTOMOBILE LIABILITY, EXCESS AUTOMOBILE LIABILITY	NUMBER OF MOTOR VEHICLES PRINCIPALLY GARAGED OR PRINCIPALLY USED IN STATES
	RAILROAD PROTECTIVE		MILES OF TRACK IN STATE
MARINE	VESSELS		PRINCIPAL BERTHING LOCATION
	ALL OTHER PROPERTY		TIV
AUTOMOBILE/AVIATION	AIRCRAFT	NON-OWNED AIRCRAFT, AIRCRAFT LIABILITY	HANGAR LOCATION
	AUTOMOBILE	AUTOMOBILE LIABILITY, EXCESS AUTOMOBILE LIABILITY, AUTOMOBILE PHYSICAL DAMAGE	GARAGING LOCATION
FINANCIAL RISK	DIRECTORS AND OFFICERS LIABILITY	GENERAL PARTNERSHIP LIABILITY	REVENUE GENERATED IN STATE
	SEC LIABILITY	UNAUTHORIZED TRADING	REVENUE GENERATED IN STATE

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
	KIDNAP & RANSOM		EMPLOYEES
	EXCESS SIPC		REVENUE GENERATED IN STATE
	MORTGAGE IMPAIRMENT		TIV
	PATENT INFRINGEMENT		<u>REVENUE GENERATED IN STATE</u> <u>CORPORATE HEADQUARTERS</u>
	SECURITIES	MAIL	TIV
	MEDIA LIABILITY		TIV
	<u>REPRESENTATIVE SERVICE CONTRACTS/WARRANTIES</u>		<u>REVENUE GENERATED IN STATE</u> <u>CORPORATE HEADQUARTERS</u>
	TAX OPINION GUARANTEE		<u>REVENUE GENERATED IN STATE</u> <u>CORPORATE HEADQUARTERS</u>
	INTELLECTUAL PROPERTY		<u>REVENUE GENERATED IN STATE</u> <u>CORPORATE HEADQUARTERS</u>
CRIME	CRIME	BLANKET CRIME, FIDELITY BOND, INDIVIDUAL BOND, EMPLOYEE DISHONESTY, FORGERY, THEFT, ROBBERY, BURGLARY, FRAUD	EMPLOYEE COUNT
ACCIDENT AND HEALTH	ACCIDENT AND HEALTH	DISEASE, ACCIDENTAL INJURY OR DEATH, MEDICAL SURGICAL EXPENSES AND INCOME PAYMENTS	LOCATION OF EMPLOYEES OR CORPORATE HEADQUARTERS

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
CREDIT	CREDIT		VALUE OF INSURED DEBT <u>IN STATE</u>
FIDELITY & SURETY	PERFORMANCE BONDS		TOTAL BOND VALUE OF CONTRACTS IN STATE
	OTHER SURETY BONDS		TOTAL BOND VALUE OF CONTRACTS IN STATE

* U.S. PREMIUM ONLY

DEFINITION

WET/OCEAN MARINE AND FOREIGN TRADE INSURANCES EXEMPTION

COVERAGE TYPE	INCLUDING
WET/OCEAN MARINE & FOREIGN TRADE INSURANCE	<ol style="list-style-type: none"><li data-bbox="500 562 565 1768">1. INSURANCES UPON VESSELS, CRAFTS, HULLS AND OF INTERESTS THEREIN OR WITH RELATION THERETO<li data-bbox="662 562 727 1768">2. INSURANCE OF MARINE BUILDERS' RISKS, MARINE WAR RISKS, AND CONTRACTS OF MARINE PROTECTION AND INDEMNITY INSURANCE<li data-bbox="824 562 889 1768">3. INSURANCE OF FREIGHTS AND DISBURSEMENTS PERTAINING TO A SUBJECT OF INSURANCE COMING WITHIN THIS DEFINITION<li data-bbox="987 562 1279 1768">4. INSURANCE OF PERSONAL PROPERTY AND INTERESTS THEREIN, IN COURSE OF EXPORTATION FROM OR IMPORTATION INTO ANY COUNTRY, OR IN COURSE OF TRANSPORTATION COASTWISE, INCLUDING TRANSPORTATION BY LAND, WATER OR AIR FROM POINT OF ORIGIN TO FINAL DESTINATION, IN RESPECT TO, APPERTAINING TO, OR IN CONNECTION WITH, ANY AND ALL RISKS OR PERILS OF NAVIGATION, TRANSIT OR TRANSPORTATION, AND WHILE BEING PREPARED FOR AND WHILE AWAITING SHIPMENT, AND DURING ANY DELAYS, STORAGE, TRANSSHIPMENT OR RESHIPMENT INCIDENT THERETO.

**ANNEX “B”
Allocation Formula**

For the purposes of this Annex and subject to Parts III, IV, and VII, the ~~Nonadmitted Insurance~~ premium tax revenue for ~~a a calendar tax entitlement~~-year or for a sub-period of a calendar tax entitlement year, as the case may be, is the amount determined by the formula:

~~Tax Allocation = (Net Tax Due to Each State/Net Tax Due to All States) x Amount Collected~~

~~Home State Net Taxes = (Taxes collected for the Home State + Taxes Due from Other Participating States) – Taxes Owed to Other Participating States~~

~~Total Premium Tax to be Collected Owed-on Each Multi-State Policies = (Home State’s Tax Rate x Portion of Premium allocated Allocated to Home State) + (Home State’s Tax Rate x Premium Allocated to Non-Participating States if insurer is nonadmitted in that State) + (Participating States’ Tax Rate x Premium Allocated to each Participating State if insurer is nonadmitted in that state)~~

Exhibit 1

Information Required to be Submitted By the Broker or Insured via the Clearinghouse Web Portal

Submission Contact

Name

Address

Phone Number

Email address

[Independently procured policy? \(Y/N\)](#)

Agency Data

State

License Number

Name

Address

Phone Number

Agent Data

State

License Number

Name

Office Address

Mailing Address

Phone Number

E mail Address

Billing Contact

Name

Address

E mail Address

Phone Number

Policy Data

Policy Number

Expiration Date

Insured Name

Home State of Insured

Transaction Data

NAIC Insurer Code Number

Insurer Name

Total Policy Premium

Coverage Code

Tax Status

Transaction Type

Effective Date

Allocation States