

D.B. Thomas Insurance

BROKERS INC

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Glossary of Insurance Terms

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The definitions appearing in this Glossary are provided solely for general informational purposes. They are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services defined. As well, in the case of any inconsistency between the definitions in this Glossary and the definitions appearing in the actual policy, the definitions contained in the actual policy shall govern.

A

ACCIDENT - An unexpected event, which happens by chance and is not expected in the normal course of events.

ACT OF GOD - A sudden and violent act of nature, which could not have been foreseen or prevented. Examples: flood, earthquake

ACTUAL CASH VALUE - The current cost of replacing an article with a similar one in the same condition. Any item has three basic values: original cost, actual cash value, and replacement value. For example, if you originally paid \$400 for your living room couch; its actual cash value might be \$175. But if it's destroyed in a fire, replacing it will cost you \$800.

ADDITIONAL INTEREST INSURED - Another person or company who may be liable for an accident involving an insured or an insured vehicle and who has been named as an Additional Interest Insured under the policy.

ADDITIONAL PREMIUM - An extra charge for an alteration, during the policy period, which increases the hazard or the Company's liability.

ADJUSTER - A person who investigates a loss and negotiates settlement with the claimant on the Company's behalf.

ALL PERILS - An optional coverage designed to provide protection for your vehicle for all types of losses except those specifically excluded in your policy. All perils coverage is the most complete coverage you can select to protect yourself from loss or damage to your

own vehicle. This coverage is optional and may be purchased in addition to the mandatory coverages required by law, and it is subject to a deductible.

ALL RISK - Coverage against loss or damage from all perils except those specifically excluded.

AMOUNT OF RISK - The Company's total liability at a specific location

APPLICATION (APP) - A form on which the prospective insured states facts requested by the insurance company and on the basis of which (together with any information from other sources) the insurance company decides whether or not to accept the risk, modify the coverage offered, or decline the risk.

APPRAISAL - A valuation of property made for determining its insurable value or the amount of loss sustained.

ARSON - The willful and malicious burning of property.

ASSUMED LIABILITY - Liability, which would not rest upon a person except that he has accepted responsibility by contract expressed or implied. This is also known as contractual liability.

ASSURANCE - Same as "insurance".

ASSURED - Same as "insured".

ASSURER - Same as "insurer" (insurance company).

AUTHORIZATION - The power or right to act on behalf of another.

AUTOMOBILE INSURANCE - Coverage on the risks associated with driving or owning an automobile. It can include collision, liability, comprehensive, medical, and uninsured motorist coverages.

AVOIDANCE OF RISK - Taking steps to remove a hazard, engage in an alternative activity, or otherwise end a specific exposure.

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B

BASIC RATE - The standard charge for a given type of risk.

BI/PD - Bodily Injury / Property Damage Liability Coverage.

BINDER - A temporary or preliminary agreement, which provides coverage until a policy can be written or delivered.

BODILY INJURY - Term used in Auto and Casualty policies meaning physical injury, including sickness, disease, mental injury, shock or death.

BODILY INJURY LIABILITY - Pays when an insured person is legally liable for bodily injury or death caused by your vehicle or your operation of most non-owned vehicles. This coverage also pays for your legal defense if you are sued.

BROAD FORM - Any of the commercial or personal lines property forms which provide coverage on a named perils basis. This form normally adds the Extended Coverage and Vandalism and Malicious Mischief coverages. This form is generally used for coverages on a Homeowners Policy

BROKER - An independent person or firm who acts on behalf of the insured in placing business with the insurance company. Responsible for the collection of premiums but having no authority to give coverage on the insurance company's behalf without their specific agreement. Compensation is on a commission basis.

BURGLARY - Unlawful removal of property from premises involving visible forcible entry.

BUSINESS INTERRUPTION - Insurance against business expenses and loss of income resulting from fire or other insured peril.

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C

CANCELLATION - Termination of an insurance coverage during the policy period by the voluntary act of the insurance company or insured, effected in accordance with provisions in the contract or by mutual agreement.

CATASTROPHE - A sudden, great disaster.

CIVIL LIABILITY - Liability to other motorists, pedestrians and property owners that you assume when operating your automobile on a public roadway. **CLAIM** - Notice to an insurer that under the terms of a policy, a loss may be covered.

CLAUSE - A term used to identify a particular part of a policy or endorsement.

COINSURANCE - In property insurance, a clause under which the insured shares in losses to the extent that he is underinsured at the time of loss.

COLLISION COVERAGE - An optional coverage designed to provide protection for your vehicle when damage occurs as a result of a collision with another object. This coverage

is optional and may be purchased in addition to the mandatory coverages required by law, and it is subject to a deductible.

COMPREHENSIVE INSURANCE - Comprehensive insurance reimburses you for damage to your own car from causes other than collision or overturning. The comprehensive portion of your policy pays for loss due to perils like hail, flood, theft, fire, glass breakage, falling objects, missiles, explosions, earthquakes, windstorms, vandalism or malicious mischief, riot or civil commotion, and collision with a bird or an animal.

When you look at a policy's comprehensive coverage, check for exclusions or limitations. If you have a special audio system installed in your car, for example, you should make sure your policy would cover the cost of the equipment if it were damaged or stolen.

It's also important to know if the policy pays for the actual cash value of damaged or stolen property (its current value after depreciation has been subtracted or the full amount required to replace it today.)

COMPULSORY INSURANCE - Any form of insurance, which is required by law.

CONSEQUENTIAL DAMAGE - A loss, which is an indirect result of an accident or fire, e.g. food spoiled through breakdown of a refrigerator.

COVER - To insure.

COVERAGE - Insurance.

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D

DECLARATIONS (DEC SHEET) - A term used in insurance for the portion of the contract which contains information such as the name and address of the insured, the property insured, its location and description, the policy period, the amount of insurance coverage, applicable premiums, and supplemental representations by the insured.

- the types of coverage you have elected;
- the limit for each coverage;
- the cost for each coverage;
- the specified vehicles covered by the policy;
- the types of coverage for each vehicle covered by the policy; and
- other information applicable to the policy.

DEDUCTIBLE - The portion of a loss that you are required to pay before your insurance coverage will respond. Deductibles can be used to reduce your physical damage premiums. For example, if you owned a policy with a \$200 deductible and you suffered a covered loss totaling \$1,000, you would pay the first \$200 and the insurance company

would pay the remaining \$800. If the loss were only \$200, you would pay the entire amount and the insurance company would pay nothing.

DEPRECIATION - Decrease in the value of property over a period of time due to use, wear, tear, and obsolescence. For example, if you paid \$500 for a television set five years ago, its current value minus depreciation might be only \$125, for example.

DIRECT LOSS (OR DAMAGE) - A loss, which is a direct consequence of a particular peril. Fire damage to a refrigerator would be a direct loss. Spoiling of food in the refrigerator as a result of the fire damage would be an indirect loss.

DIRECT WRITER - An insurance company, which sells its policies through salaried employees (licensed agents) who represent it exclusively, rather than through independent local agents, who represent several insurance companies.

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EARTHQUAKE INSURANCE - Insurance covering damage caused by an earthquake as defined in the contract.

EFFECTIVE DATE - The date on which an insurance policy or bond goes into effect, and from which protection is furnished.

EMBEZZLEMENT - The fraudulent use of money or property, which has been entrusted to one's care.

EMPLOYERS LIABILITY INSURANCE - Coverage against common law liability of an employer for accidents to employees, as distinguished from liability imposed by a workers' compensation law.

ENDORSEMENT - Amendment to the policy used to add or delete coverage. Also referred to as a "rider."

EXCLUSIONS - Certain causes and conditions, listed in the policy, which are not covered.

EXPIRATION - The date upon which a policy will end.

EXPOSURE - Degree of hazard threatening a risk because of external or internal physical conditions.

EXTENDED COVERAGE (EC) - A common extension of property insurance beyond coverage for fire and lightning. Extended coverage adds insurance against loss by the perils of windstorm, hail, explosion, riot and riot attending a strike (civil commotion), aircraft damage, vehicle damage, smoke damage and volcanic eruption.

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FAIR MARKET VALUE - The price that a willing buyer would pay a willing seller, neither being under any compulsion to sell or buy.

FIRE - Combustion sufficient to produce a spark, flame, or glow and which is hostile (as opposed to friendly - i.e., not in the place where it is intended to be, such as in a furnace.)

FIRE INSURANCE - Coverage for loss of or damage to a building and/or contents due to fire.

FIRE RESISTIVE CONSTRUCTION - A building, which has exterior walls, floors, and roof constructed of masonry or other fire-resistive materials.

FLOATER POLICY - A policy under the terms of which protection follows moveable property, covering it wherever it may be.

FLOOD INSURANCE - A form of insurance designed to reimburse property owners from loss due to the defined peril of flood. Usually sold in connection with a government Flood Insurance plan.

FORGERY - In general, any false writing with intent to defraud.

FORM - An insurance policy itself or riders and endorsements attached to it.

FORTUITOUS EVENT - An unforeseen accident.

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GARAGING LOCATION - The postal code where your vehicle is parked or garaged when not in use. This is usually your primary residence.

GRACE PERIOD - A period after the premium due date, during which an overdue premium may be paid without penalty. The policy remains in force throughout this period.

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H

HAZARD - A specific situation that increases the probability of the occurrence of loss

arising from a peril, or that may influence the extent of the loss. For example, accident, sickness, fire, flood, liability, burglary, and explosion are perils. Slippery floors, unsanitary conditions, shingled roofs, congested traffic, unguarded premises, and uninspected boilers are also hazards.

HOMEOWNER INSURANCE - An elective combination of coverages for the risks of owning a home. Can include losses due to fire, burglary, vandalism, earthquake, and other perils.

HOUSEKEEPING - The general care, cleanliness and maintenance of an insured property.

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I

IMPROVEMENTS AND BETTERMENTS - Additions or changes made by a lessee at his own cost to a building that he is occupying, which enhance its value. These become part of the realty and require special insurance consideration.

INDEMNIFY - To restore the victim of a loss, in whole or in part, by payment, repair, or replacement.

INDIRECT LOSS (OR DAMAGE) - Loss resulting from a peril, but not caused directly and immediately thereby. For example: Loss of property due to fire is a direct loss, while the loss of rental income as the result of the fire would be an indirect loss.

IN-FORCE - Insurance on which the premiums are being paid or have been fully paid. In life insurance, usually refers to insurance by face amount. In health, usually refers to premium volume being paid to insurance company or insurance companies in aggregate.

INLAND MARINE INSURANCE - A branch of the insurance business which developed from the insuring of shipments which did not involve ocean voyages. Exposures eligible for this form of protection are described in the nation-wide definition of Marine Insurance. Such diverse properties as bridges tunnels, jewellery and furs can now be written under Inland Marine forms.

INSPECTION - Independent checking on facts about an applicant or claimant, usually by a commercial inspection agency.

INSURABILITY - Acceptability of an applicant for insurance to the insurance company.

INSURANCE - A formal social device for reducing risk by transferring the risks of several individual entities to an insurer. The insurer agrees, for a consideration, to assume, to a specified extent, the losses suffered by the insured.

INSURANCE POLICY - Legal document issued to the insured setting out the terms of the

contract of insurance.

INSURANCE TO VALUE - Insurance written in an amount approximating the value of the property insured.

INSURED - The person (or persons) whose risk of financial loss from an insured peril is protected by the policy. Sometimes call the "policyholder".

INSURER - The Insurance Company.

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J

JOINT TENANCY - Ownership of property shared equally by two or more parties under which the survivor assumes complete ownership. This is different from a tenancy in common where the heirs of a deceased party to the tenancy inherit his or her share.

K

L

LAPSE - Termination of a policy because of failure to pay the premium.

LESSEE - The person, to whom a lease is granted, commonly called the tenant.

LESSOR - The person granting a lease, also known as the landlord.

LIABILITY INSURANCE - In an accident where you are charged with injuring another person or damaging his or her property, liability insurance pays the cost of your legal defense, as well as the cost of any damages for which you are found legally responsible. Liability, Collision and Comprehensive

These are the three main types of coverage available in an auto insurance policy. Liability pays other people if you've injured them or damaged their property. Collision pays to repair damage to your car caused by (what else?) collisions. Comprehensive pays you for your losses due to theft and other calamities that are unrelated to collisions - like damage from hail, fire, vandalism, floods, etc.

LIABILITY LIMITS - The sum or sums beyond which a liability insurance company does not protect the insured on a particular policy.

LIBEL - A written statement about someone, which is personally injurious to that individual.

LIMIT OF LIABILITY - The maximum amount, which an insurance company agrees to pay in case of loss.

LIMITS - Maximum amount a policy will pay either overall or under a particular coverage.

LOSS - Generally refers to:

1. the amount of reduction in the value of an insured's property caused by an insured peril,
2. the amount sought through an insured's claim, or
3. the amount paid on behalf of an insured under an insurance contract.

LOSS OF USE INSURANCE - Coverage to compensate an insured for the loss of use of property if it cannot be used because of a peril covered by the policy.

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MARKET VALUE - The price for which something would sell, especially the value of certain types of assets, such as stocks and bonds. It is based on what they would sell for under current market conditions. For example, common stock market value would be the price of the stock as of a specified date.

MATERIAL MISREPRESENTATION - The policyholder / applicant makes a false statement of any material (important) fact on his/her application. For instance, the policyholder provides false information regarding the location where the vehicle is garaged.

MORAL HAZARD - A condition of morals or habits that increase the probability of a loss from a peril.

MORALE HAZARD - An attitude that increases the probability of loss from a peril. The attitude of, "It's insured; so why worry?" is an example of a morale hazard.

MORTGAGE INSURANCE POLICY - In life and health insurance, a policy the benefits from which are intended to pay off the balance due on a mortgage or meet the payments on a mortgage as they fall due upon or after the death or disability of the insured.

MORTGAGEE - The creditor to whom a mortgage is given and who lends money on the security of the value of the property mortgaged. **MORTGAGOR** - The debtor who receives money and in turn grants a mortgage on his property as security for a loan.

N

NAMED INSURED - The first person in whose name the insurance policy is issued.

NAMED PERILS - Named perils are the specific dangers a policy insures you against - such as fire, windstorm, and hail in a homeowner's policy, for example. These perils are "named" or listed in the policy.

NEGLIGENCE - Failure to use that degree of care, which an ordinary person of reasonable prudence would use under the given circumstances. Negligence may be constituted by acts of either omission or commission or both.

NO-FAULT INSURANCE - No-fault insurance is designed to speed up claims payments to accident victims and to lower the cost of auto insurance by reducing the number of lawsuits for minor claims. Under no-fault insurance, a person's own insurance company pays for financial losses like medical expenses and lost wages due to an accident, regardless of who caused it. (In a fault system, your expenses won't be paid by the other party's insurance company until he or she has been proved negligent.) In exchange, the right to sue may be restricted in some cases.

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O

OCCASIONAL DRIVER - The person who is not the primary or principal driver of the vehicle.

OCCUPANCY - In insurance, this term refers to the type and character of the use of property in question.

OCCURRENCE - An event that results in an insured loss. In some lines of insurance, such as Liability, it is distinguished from accident in that the loss does not have to be sudden and fortuitous and can result from continuous or repeated exposure, which results in bodily injury or property damage neither expected nor intended by the insured.

P

PARTIAL LOSS - A loss under an insurance policy which does not either (1) completely destroy or render worthless the insured property, or (2) exhaust the insurance applying thereto.

PERIL - Cause of a possible loss. For example, fire, theft, or hail.

PERSONAL ARTICLES FLOATER - Provides all risk coverage, subject to reasonable exclusions for valuable items such as furs, jewellery, cameras, silverware, etc. formerly insured under separate contracts. The items are generally listed by description and value. This can be contrasted to the personal effects floater.

PERSONAL EFFECTS FLOATER - An inland Marine policy covering world-wide except in

the insured's domicile, personal effects usually carried by a tourist. In two forms, "All Risk" or Broad Form and "Specified Perils" form.

PERSONAL INJURY - Injury other than bodily injury arising out of false arrest or detention, malicious prosecution, wrongful entry or eviction, libel or slander, or violation of a person's right to privacy committed other than in the course of advertising, publishing, broadcasting or telecasting. Contrast with Advertising Injury.

PERSONAL PROPERTY - Any property of an insured other than real property. Homeowner policies protect the personal property of family members, and commercial forms are used to protect many types of business personal property of an insured.

PERSONAL PROPERTY FLOATER - A broad policy covering all personal property worldwide, including insured's domicile.

PERSONAL PROPERTY LIMITATIONS - Don't assume everything you own is adequately insured by a standard homeowner's policy. The typical homeowner's policy provides only limited coverage for many expensive items. Extra coverage can be purchased separately.

PHYSICAL DAMAGE - A generic term indicating actual damage to property.

PHYSICAL DAMAGE COVERAGE - Physical damage coverage insures you against damage to your car. The physical damage section of an automobile policy can include both comprehensive coverage - which protects you against theft and vandalism, among other things - and collision coverage.

PHYSICAL HAZARD - The material, structural, or operational features of the risk itself, apart from the morale or moral hazards of the persons owning or managing it.

PILFERAGE - Petty theft, especially theft of articles in less than package lots.

POLICY - Legal document issued to the insured setting out the terms of the contract of insurance.

POLICY EXPIRATION DATE - The date when your current insurance policy expires. This date can be found on your current Declaration (or "DEC") page, insurance identification card, or recent cancellation notice. This date is not to be confused with the date of your next payment or the date when your renewal payment is due.

POLICY LIMIT - The maximum amount a policy will pay, either overall or under a particular coverage.

POLICY PERIOD (OR TERM) - The period during which the policy contract provides protection, e.g., six months or one or three years.

POLICYHOLDER - The person (or persons) whose risk of financial loss from an insured

peril is protected by the policy.

PREFERRED RISK - An insurance classification indicating a risk that is superior to the average risk on which the rate has been calculated and thus eligible for a reduced rate.

PREMISES - The particular location of property or a portion thereof as designated in a policy.

PREMIUM - The amount of money an insurance company charges for insurance coverage.

PRIMARY RESIDENCE - The place where you will reside for the majority of your policy term.

PRINCIPLE DRIVER - The person who drives the car most often.

PROFESSIONAL LIABILITY INSURANCE - Liability insurance to indemnify professionals, doctors, lawyers, architects, etc. for loss or expense resulting from claim on account of bodily injuries because of any malpractice, error, or mistake committed or alleged to have been committed by the insured in his profession.

PROHIBITED RISK - Any class of business, which an insurance company will not insure under any condition.

PROOF OF LOSS - A formal statement made by the insured to the insurance company regarding a loss. The purpose of the proof of loss is to place before the company sufficient information concerning the loss to enable it to determine its liability under the policy.

PROPERTY DAMAGE LIABILITY - Pays when an insured person is legally liable for damage to the property of others caused by your vehicle or your operation of most non-owned vehicles. This coverage also pays for your legal defense costs if you are sued.

PROPERTY DAMAGE UNINSURED MOTORIST - Property damage uninsured or underinsured coverage protects you in situations where your vehicle has been wrecked by another driver who doesn't have adequate coverage or no insurance at all, and can't pay for your losses. With this coverage, your own insurance company would pay up to the limit of your policy, to have your car fixed or replaced.

PROPERTY INSURANCE - Property Insurance indemnifies an insured whose property is stolen, damaged, or destroyed by a covered peril. The term property insurance includes direct or indirect property losses covered in several lines of insurance.

PROTECTION -

1. Term used interchangeably with the word "coverage" to denote the insurance

provided under the terms of a policy.

2. Term used to indicate the existence of fire-fighting facilities in an area known as a "protected" area.

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Q

QUOTE - An estimate of the cost of insurance, based on information supplied to the insurance company by the applicant.

R

RATE - The per unit cost of insurance. (See also Premium).

RATED - Usually used in combination, rated-up or rated policy. A policy issued with an extra premium charge

REIMBURSEMENT - Payment of an amount of money related to the amount of the loss to or on behalf of the insured upon the occurrence of a defined loss.

REINSTATEMENT - Restoring a lapsed policy back in force. The reinstatement may be effective after the cancellation date, creating a lapse of coverage. Some companies require evidence of insurability and payment of past due premiums plus interest.

REINSURANCE -

1. A contract of indemnity against liability by which the insurance company procures another insurance to insure it against loss or liability by reason of the original insurance.

2. Insurance by one insurance company of all or part of a risk accepted by it with another insurance company which agrees to reimburse the insurance company for the portion of the claim reinsured. The insurance company obtaining the reinsurance is called the "ceding insurance company;" the insurance company issuing the reinsurance is called the "reinsurer." A reinsurer may, in turn, seek reinsurance on some portion of the risk it has reinsured, a process known as "retrocession."

RENEWAL - The continuation in full force and effect of something that is about to expire. With an insurance policy it is made either by the issuance of a new policy or renewal receipt or certificate, to take effect upon the expiration of the old policy.

REPLACEMENT COST - The cost of replacing property without deduction for depreciation.

RIDER - Usually known as an endorsement, a rider is an amendment to the policy used to add or delete coverage.

RISK -

1. A chance of loss.
2. A person or thing insured. (Impaired or substandard risk: An applicant whose physical condition or moral habits do not meet the standard on which the rate is based).

RISK MANAGEMENT - Management of the pure risks to which a company might be subject. It involves analyzing all exposures to the possibility of loss and determining how to handle these exposures through such practices as avoiding the risk, retaining the risk, reducing the risk, or transferring the risk, usually by insurance.

ROBBERY - The felonious taking, either by force or by fear of force, of the personal property of another, commonly known as "hold-up."

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S

SETTLEMENT - Usually, a policy benefit or claim payment. It connotes an agreement between both parties to the policy contract as to the amount and method of payment.

SPECIFIED PERILS - An optional coverage designed to provide basic protection for your vehicle for loss or damage resulting from incidents specifically stated in your policy. A few examples of the types of losses insured under named perils coverage include fire, lightning, theft, explosion, earthquake, windstorm and hail. This coverage is optional and may be purchased in addition to the mandatory coverages required by law, and it is subject to a deductible.

SUBROGATION - The right of an insurance company to step into the shoes of the party whom they compensate and sue any party whom the compensated party could have sued.

T

TENANTS POLICY - A Homeowners form, which is specifically designed for people who rent.

THEFT - Any act of stealing. Theft includes larceny, burglary and robbery.

THIRD PARTY INSURANCE - Protection of the insured against liability for damage to or destruction of the bodies or property of others.

TOTAL LOSS - A loss of sufficient size so that it can be said there is nothing left of value. The complete destruction of the property. The term is also used to mean a loss requiring the maximum amount a policy will pay.

TRANSFER OF RISK - Shifting all or part of a risk to another party. Insurance is the most common method of risk transfer, but other devices, such as hold harmless agreements, also transfer risk. One of the four major risk management techniques. See Risk Management.

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U

UMBRELLA LIABILITY POLICY - a policy that pays for liability losses in excess of those covered in homeowners and auto insurance.

UNDERWRITER -

1. A person trained in evaluating risks and determining the rates and coverages that will be used for them.
2. An agent, especially a life insurance agent, who might qualify as a "field underwriter." In theory, the agent is supposed to do some underwriting before submitting the case to the home office underwriter; i.e., to make a decision on the basis of facts known to him on whether or not the risk is sound and to report all facts known to him that might affect the risk.

UNDERWRITING - The process of evaluating a risk for the purpose of issuing insurance coverage on it.

V

VANDALISM - Used synonymously with malicious mischief; willful physical damage to property.

VANDALISM AND MALICIOUS MISCHIEF (V&MM) - Damage or destruction to property, which is willful. This coverage can be purchased under many Property forms and is automatically covered under most Homeowners policies.

VALUATION - Estimation of the value of an item, usually by appraisal.

VIN - The vehicle identification number (VIN) on your vehicle. This number is usually found on the dashboard of your vehicle on the driver's side, and is usually listed on the vehicle registration and title. The VIN is a combination of letters and numbers 17 characters in length that can be used to identify the make, model, and year of your car.

W

WAIVER -

1. A rider waiving (excluding) liability for a stated cause of accident or (especially) sickness.
2. A provision or rider agreeing to waive (forego) premium payment during a period of disability.
3. The giving up or surrender of a right or privilege that is known to exist. It may be effected by the agent, adjuster, or insurance company employee or official orally or in writing.

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