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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
BUREAU OF TRAILS

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3254 FAX: (603) 271-3553 E-MAIL: nhtrails@dred.state.nh.us
WEB: www.nhtrails.org

November 8, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation, Bureau of Trails and the Department of Administrative Services, Risk Management Unit (RMU), to enter into a contract with FIAI, Inc. d/b/a Cross Insurance, Manchester, NH (VC # 169834) to purchase general liability insurance coverage for the Off Highway Recreational Vehicle Trails Program (OHRV), Snowmobile, and NH Heritage Trails for a total cost not to exceed \$120,645 effective as of January 1, 2014 through January 1, 2017 upon Governor and Council approval. 100% OHRV and Snowmobile Funds

Funds are available in account titled, Grants-In-Aid, as follows and pending budget approval for Fiscal Years 2016 and 2017:

				<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
03-35-35-351510-35560000-075-5000590	Grants	Subsidies	&	\$20,107.50	\$40,215	\$40,215	\$20,107.50
	Relief						

EXPLANATION

The purpose of this request is to provide statutorily mandated general liability insurance coverage for Landowners who lease or loan land to the State of New Hampshire for use in the Off Highway Recreational Vehicle, Snowmobile and/or New Hampshire Heritage Trail Programs per RSA 260:61.

FIAI, Inc. was the State's producer in this insurance purchase in accordance with its contract with RMU for Producer Services for Property and Casualty Insurance in effect from July 1, 2013 through June 30, 2015. Grady Crews, the account executive from FIAI, Inc., and Sarah Tilton, the State's Risk Manager, discussed DRED's insurance needs. DRED's management indicated to Ms. Tilton that the program has not changed from the prior three year contract term and they were interested in securing the same terms and conditions as the current insurance contract.

In order to secure coverage for the 2014 to 2017 term, Mr. Crews marketed the account to seven insurance carriers. FIAI received two quotes, one from the incumbent, Acadia Insurance Company (Acadia) and one through Cincinnati Insurance Company (Cincinnati). Five firms declined to submit proposals either because they could not compete with the existing premium of \$58,003 annually and/or because they were unable and unwilling to replicate the unique manuscripted terms, conditions and coverage endorsements in the policy.

Cincinnati's bid offers an annual premium of \$40,215 that is guaranteed for the three year contract term. The quoted premium includes a 1% agency commission and reflects a \$17,788 annual premium decrease.

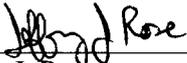
Her Excellency, Governor Margaret Wood Hassan
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Page 2 of 2

Due to internal system restrictions, Cincinnati was unable to provide a quote that does not reflect a commission. Because the producer services contract prevents FIAI from receiving a commission, the 1% or \$402.15 commission, will be applied as a credit to DRED's portion of the annual producer services fee.

Mr. Crews recommends securing insurance coverage with Cincinnati. The RMU concurs with Mr. Crews' recommendation. This contract will result in an efficient and cost effective method of meeting the State's liability insurance needs and will provide landowners and the New Hampshire Heritage Trail program with requisite coverage. This policy serves the statewide geographic area.

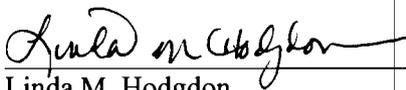
We respectfully request your approval.

Approved by: 



Jeffrey J. Rose,
Commissioner
Department of Resources and Economic Development

Concur:



Linda M. Hodgdon,
Commissioner
Department of Administrative Services

MARKETING RESULTS

FIAI, Inc arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and General Liability Insurance Coverage for the OHRV, Snowmobile Trails and NH Heritage Trail. Grady Crews, the account executive from FIAI, Inc made inquiries to specific insurance markets about the program. Two markets were interested and provided quotes. Five markets declined to provide a quote based on either the class of business.

Market Approached	RESULTS
Acadia	\$66,000 Could not provide three year rate lock
Hanover	Declined to Quote: Type of Exposure
Peerless	Declined to Quote: Type of Exposure
Travelers	Declined to Quote: Type of Exposure
Phildelphia	Declined to Quote: Type of Exposure
Central Insurance	Declined to Quote: Type of Exposure

Subject		Acadia
General Liability Insurance Coverage		\$66,000
Total- including terrorism		\$66,500
Terrorism – will be declined		\$66,000
Total cost		\$66,000

Mr. Crews recommends securing insurance coverage with Cincinnati Insurance because they presented the most competitive and comprehensive terms in comparison to other markets approached. The Risk Management Unit agrees with Mr. Crews' recommendation.

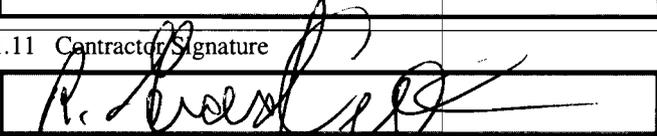
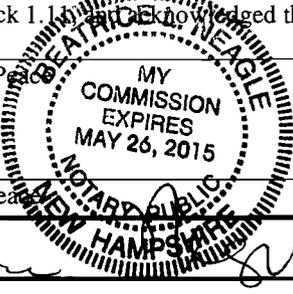
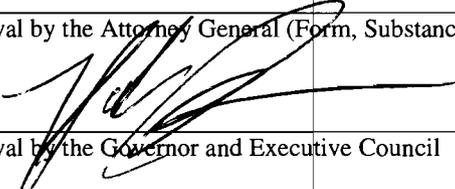


Subject: GL Coverage for the OHRV & Snowmobile & Easement for NH Heritage Trails **FORM NUMBER P-37 (version 1/09)**

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept. of Administrative Services ~ Risk Management Unit</u>		1.2 State Agency Address <u>25 Capitol Street, 1st Flr., Rm 102 ~ Concord, NH 03301-6312</u>	
1.3 Contractor Name <u>FIAI Inc</u>		1.4 Contractor Address <u>1100 Elm Street Manchester NH 03101</u>	
1.5 Contractor Phone Number <u>(603) 669-3218</u>	1.6 Account Number <u>35560000-075</u>	1.7 Completion Date <u>January 1, 2017</u>	1.8 Price Limitation <u>\$120,645</u>
1.9 Contracting Officer for State Agency <u>Sarah Tilton</u>		1.10 State Agency Telephone Number <u>(603) 271-2223</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>R. Grady Crews, Account Manager</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>October 4, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Beatrice Neagle, Notary Public</u> 			
1.14 State Agency Signature <u>JJ Rose</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11/19/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials RLC
Date 11-1-13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**General Liability Insurance Coverage for the OHRV,
Snowmobile Trails and NH Heritage Trail
Contract Agreement Between
The Department of Resources and Economic Development (DRED)
And FIAI, Inc.**

Exhibit A - Scope of Services

The FIAI, Inc., hereinafter called the Contractor, agrees to provide general liability coverage for the OHRV, Snowmobile Trails and NH Heritage Trail from January 1, 2014 through January 1, 2017.

The coverage consists of:

- (1) Commercial General Liability insurance with the following limits:
- | | |
|-------------|--|
| \$2,000,000 | Bodily Injury and Property Damage (per occurrence) |
| \$2,000,000 | Bodily Injury and Property Damage Aggregate |
| \$2,000,000 | Products and Completed Operations Aggregate |
| \$2,000,000 | Personal and Advertising Injury (any one person or organization) |
| \$250,000 | Damage to Premises Rented to You (any one premise) |

(2) Claims Administration services, including claim reporting, claim reserving, litigation management and payment control.

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Exhibit B – Price and Method of Payment

The annual premium effective January 1, 2014 through January 1, 2017 is \$40,215.00

FIAI, Inc., will receive 1% in commission from The Cininnati Insurance Company which will be credited to the Department of Resources and Economic Development's (DRED) portion of the the broker service fee.

The premium payment of \$40,215 is due within thirty days from the date of contract approval by Governor and Council.

The appropriate account number for the P-37 form, section 1.6, is listed below:

35560000-075 Grants In Aid, Grants – Subsidies & Relief

FY 2014 \$ 40,215.00

FY 2015 \$ 40,215.00

FY 2016 \$ 40,215.00

Funding for fiscal years 2015 and 2016 is contingent upon appropriation and availability of funds.



**General Liability Insurance Coverage for the OHRV,
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The Department of Resources and Economic Development (DRED)
FIAI, Inc.**

Exhibit C – Special Provisions

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from FIAI, Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and \$10,000,000 in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000
6. Crime/Fidelity coverage with limits of \$500,000

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIAI, Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on January 12, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of November, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

FIAI, INC.

CERTIFICATE OF CLERK

I, Daniel G. McKay, Clerk of FIAI, Inc. (the "Corporation"), do hereby certify as follows:

1. I am the duly elected Clerk of the Corporation.

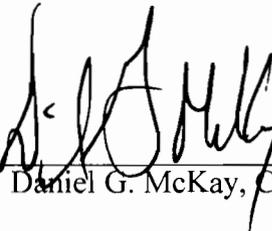
2. The following is a true and correct copy of resolutions duly adopted by the board of directors of the Corporation on October 11, 2013, and such resolutions have not been rescinded, modified or amended and remain in full force and effect as of the date hereof:

RESOLVED: That R. Grady Crews, the Senior Account Executive for FIAI, Inc., acting singly, is duly authorized and directed to enter into an Agreement for General Liability Coverage for the OHRV & Snowmobile & Easement for the NH Heritage Trails with the State of New Hampshire and is further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: That R. Grady Crews, in his capacity as Senior Account Executive of the Corporation, hereby is duly authorized and directed to act as the Corporation's agent for the limited purpose of executing and delivering the contract and all documents contemplated thereunder.

RESOLVED: That the Clerk of the Corporation hereby is authorized to execute and deliver one or more Certificates certifying as to the adoption of the foregoing resolutions and as to the authority of R. Grady Crews to act on behalf of the Corporation for the purposes specified above.

The undersigned has executed and delivered this certificate in his capacity as Clerk of FIAI, Inc. this 15th day of October, 2013.



Daniel G. McKay, Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance 74 Gilman Road P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Woodrow Cross, II PHONE (A/C, No. Ext): (207) 947-7345 E-MAIL ADDRESS: w2cross@crossagency.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cross Financial Corp. & FIAI, Inc. dba Cross Insurance - Manchester P O Box 1388 Bangor ME 04402	INSURER A: Hanover Insurance Group, Inc. NAIC # 22292	
	INSURER B: Maine Employers Mutual Ins Co.	
	INSURER C: Utica Mutual Ins Co	
	INSURER D: National Union Fire Ins Co	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL128270078 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZDP687501709	7/21/2013	7/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			ABP472889018 ADP915322602	7/21/2013	7/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE7251220	7/21/2013	7/21/2014	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800114	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions			4179150EO	5/1/2013	5/1/2014	Each Loss Limit \$10,000,000
A	Crime/Fidelity			BDP1834885	7/21/2013	7/21/2014	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
 25 Capitol Street
 1st Floor, Room 102
 Concord, NH 03301-6312

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Melanie Campbell/MJC *Melanie G. Campbell*