



## Getting Started

SERFF is the most cost-effective and efficient way to submit rate and form filings to the states and jurisdictions. Skeptical? [Download the Cost-Benefit Model](#), input your company data and see for yourself!

Outside of training or the tutorial and the possibility of using a data hoster, you will only need an Internet Browser and Adobe Acrobat or a PDF producer to submit filings with SERFF. There are no licensing fees to use SERFF.

To start the licensing process, complete the following pages and send to [serffmktg@naic.org](mailto:serffmktg@naic.org). Once the SERFF team receives your completed paperwork, we will contact you to begin the next steps.

In addition to the implementation paperwork, new licensees will need to answer the following questions:

**1. How will you pay for your SERFF transaction fees? Pay as You Go \_\_\_ FilingBlock \_\_\_**

SERFF has no licensing fees. The only fee is a per-filing transaction fee. Paying for your SERFF transactions is simple. You have the option of "Pay As You Go" or purchasing a block of filings.

[Click here for the SERFF Pricing Structure](#). Please indicate above which pricing model is right for you.

**2. When will you complete SERFF training? Date: \_\_\_\_\_ Training Class \_\_\_ Tutorial \_\_\_**

We require that new licensees attend either the NAIC Training class or the SERFF tutorial. To learn more about the NAIC SERFF training class, [click here](#). To see a list of upcoming tutorial dates, please [click here](#). Please let us know which one you will attend.

Please note that we **cannot implement** a new licensee until the licensee attends the training or the tutorial.

**3. Will you work with a Data Hoster? Yes \_\_\_\_\_ No \_\_\_\_\_**

We partner with two data hosters. [Click here](#) to learn more. If you would like to take advantage of the data hoster services, please let us know.

**4. Will you need to pay your state filing fees electronically using Electronic Funds Transfer (EFT)?**  
Yes  No

Companies have the option to use EFT for payment of state filing fees. [Click here](#) to access the Non-Standard EFT Agreement. Please complete the agreement and send to [serffmktg@naic.org](mailto:serffmktg@naic.org).

Nearly half of all states have mandated that their state filing fees be paid via SERFF EFT. What that means is, if you do business in these states and pay a filing fee, **you will be required to license to use EFT via SERFF to pay your state filing fees**. Please note that EFT implementation can take up to two weeks to implement, therefore please don't delay.

The SERFF Marketing Team is available to walk you through the licensing process, answer any questions and introduce your company to SERFF. If you have any questions, please contact the SERFF Team at (816) 783-8787 or [serffmktg@naic.org](mailto:serffmktg@naic.org).



**THIRD-PARTY FILER LICENSE AGREEMENT**

This THIRD-PARTY FILER LICENSE AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS (herein “NAIC”), a nonprofit corporation, located at 1100 Walnut, Suite 1500, Kansas City, Missouri 64106-2197 and

\_\_\_\_\_

\_\_\_\_\_ (herein “Licensee”), located at

\_\_\_\_\_

\_\_\_\_\_, collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS:**

A. NAIC is a nonprofit corporation organized under the laws of the State of Delaware and whose membership consists of the chief insurance regulatory officials of the fifty States, the District of Columbia and the United States Territories, with its principal office presently located at 1100 Walnut, Suite 1500, Kansas City, Missouri 64106-2197;

B. NAIC’s electronic rate and form filing product, known as the System for Electronic Rate and Form Filing (“SERFF”), enables the insurance industry to send and State insurance departments to receive, comment on, and approve or reject insurance industry rate and form filings;

C. NAIC is the owner of SERFF, which includes certain databases, software and products (the “SERFF Product”) that are more fully described in the applicable Product Exhibit attached hereto as Exhibit A;

D. Licensee is in the business of providing services to insurance companies specifically rate and form filings on behalf of insurance companies for a fee (herein referred to as “Third-Party Filer Services”).

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, it is hereby agreed to as follows:

**1. License**

Subject to the terms and conditions of this Agreement, NAIC hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, worldwide license to access and use the SERFF Product for the limited purpose of performing Third-Party Filer Services. Licensee agrees to meet the stated requirements in the applicable Product Exhibit attached hereto as Exhibit A. Licensee may not reverse engineer, reverse assemble or reverse compile the SERFF Product.



## 2. Licensee's Obligations

(a) Licensee agrees it will not provide direct access to the SERFF Product to its customers but will only provide information from the SERFF Product to its customers through performance of Third-Party Filer Services;

(b) Licensee represents and warrants that prior to providing information from the SERFF Product through Licensee's Third-Party Filer Services to a customer it will obtain a written agreement (hereinafter referred to as the "Customer Agreement") from the customer. The Customer Agreement will contain the following provisions: (i) neither Licensee nor NAIC make any representation or warranty with respect to the SERFF Product or the truth, accuracy, currency or completeness of the data in the SERFF Product; (ii) express disclaimer of all warranties regarding the SERFF Product which extend beyond the description of the SERFF Product, including without limitation the implied warranties of merchantability and fitness for a particular purpose; (iii) customer will not offer, sell or otherwise distribute all or any portion of the information from the SERFF Product to any third party (defined as one who is not an officer, director, agent, consultant, contractor, employee, majority-owned subsidiary or affiliate of customer); (iv) customer may share the information from the SERFF Product with any of its subsidiaries or affiliates provided it discloses to Licensee the name and location of said subsidiaries and affiliates; (v) customer recognizes the SERFF Product is the exclusive property of the NAIC and agrees to take no action adverse to such rights of the NAIC as owner and sole copyright proprietor; and (vi) customer agrees to keep all terms of the Customer Agreement confidential including pricing.

(c) Within five (5) days of securing a new customer, Licensee shall submit to NAIC via electronic transmission a form as provided in Exhibit C for each new customer identifying the name and address of the customer and its subsidiaries and affiliates for filing purposes. Licensee shall update the form when the customer adds additional subsidiaries and affiliates.

(d) Within ten (10) days of receiving a written request from NAIC for the Customer Agreement(s) between Licensee and its customer(s) regarding the above provisions, Licensee shall provide such Customer Agreement(s) to NAIC.

(e) Information from the SERFF Product obtained by Licensee shall be used only by or on behalf of the customer for whom the information was requested. Except as provided in this Agreement, Licensee shall not archive, database or otherwise retain or use any information from the SERFF Product for any other purposes, except to the extent that Licensee is required by law to maintain such information.

(f) All terms of this Agreement are considered to be confidential and Licensee shall not disclose such terms to any third party.

## 3. Title

NAIC retains all rights of title in the SERFF Product and in the sources, development and licensing or other disposal of the SERFF Product and enhancements and updates thereto, including its presentation format. It is expressly understood that neither Licensee nor Licensee's customers obtain any rights in the SERFF Product furnished by NAIC except as expressly provided in this Agreement.

This is not a contract of sale, and Licensee obtains no rights under Section 109 of the Copyright Act of 1976. It is recognized that the SERFF Product is the exclusive property of NAIC, and Licensee agrees to take no action adverse to such rights of NAIC as owner of the SERFF Product and as sole copyright proprietor. Licensee agrees to preserve NAIC's notice of copyright or other proprietary rights in the form and in the manner as may be specified by NAIC from time to time. Such notices shall be preserved and affixed to all copies of the SERFF Product furnished or permitted to be made hereunder.



#### **4. Indemnification Obligations**

NAIC represents and warrants that the SERFF Product does not and will not violate or infringe any enforceable patent, trademark, trade secret, copyright or similar right. NAIC will pay all losses that a court finally awards or any settlement or legal costs attributed to any claim that the SERFF Product infringes any enforceable patent, trademark, trade secret, copyright or similar right. To qualify for such payment, Licensee must (1) give NAIC prompt written notification of any such claim, and (2) allow NAIC to control, and fully cooperate with NAIC in, the defense and all related settlement negotiations. But in no event shall NAIC be liable for loss of profit, goodwill, or other special or any consequential damages suffered by the other party or others in any way attributable to the SERFF Product.

Licensee assumes sole responsibility for all of its use of the SERFF Product and indemnifies, defends, and holds harmless NAIC from any liability or claim that is attributable to improper use of the SERFF Product by Licensee or Licensee's customers.

#### **5. Limitation of Liability**

Except as provided elsewhere in this Agreement, NAIC has MADE NO WARRANTY OR PROMISE, EITHER EXPRESS OR IMPLIED, with respect to the SERFF Product covered by this Agreement. NAIC does not guarantee uninterrupted access to the SERFF Product. All data is furnished to NAIC by third parties, and the truth, accuracy, currency, and completeness thereof is necessarily dependent thereon regardless of the media on which the SERFF Product is provided to NAIC. NAIC expressly disclaims **THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

Except as provided elsewhere in this Agreement, THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE SERFF PRODUCT SET FORTH IN THIS AGREEMENT. NAIC SHALL NOT BE LIABLE FOR AND LICENSEE EXPRESSLY WAIVES ANY CLAIM FOR ANY LOSS, COST, OR INJURY, DIRECT OR INDIRECT (INCLUDING, BUT NOT LIMITED TO, LOST SALES, LOST PROFIT, BUSINESS INTERRUPTION, OR THIRD PARTY CLAIMS), SUFFERED BY LICENSEE OR LICENSEE'S CUSTOMERS AS A RESULT OF RELIANCE ON OR USE OF SAID PRODUCT.

Except for the Parties' indemnification obligations under this Agreement, in the event of any dispute between NAIC and Licensee, it is mutually agreed and understood that both Parties' sole remedy and sole liability to the other party shall be in the form of liquidated damages which shall in no event exceed the actual fees paid by Licensee, whether such claim is based on tort, negligence, or other legal or equitable theory.

#### **6. Fees**

Licensee shall pay fees for the right to access and use the SERFF Product and to distribute information from the SERFF Product through Third-Party Filer Services. The applicable fees and other charges are stated in the Company Schedule of Standard Fees as posted on [www.serff.com](http://www.serff.com) and further described in Exhibit B. NAIC may change or modify the standard published charges upon (30) days written notice to Licensee. All invoices from NAIC shall be due and payable within thirty (30) days of receipt by Licensee.

#### **7. Nonassignability**

Licensee agrees that neither this Agreement nor any of the rights granted hereunder shall be transferable or assignable to any other party without the express prior written permission of NAIC.



## **8. Cancellation or Termination**

This Agreement shall remain in full force and effect until cancelled or terminated as provided herein. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party, provided Licensee shall remain responsible for any outstanding balance of payment.

In the event NAIC deems Licensee to be in breach of this Agreement, NAIC shall provide written notice to Licensee specifying said breach and giving Licensee fifteen (15) days within which to cure said breach and avoid termination. If said breach is not cured within fifteen (15) days of notification, the Agreement may be terminated by NAIC.

The provisions of Section 2, 3, 4, 5, 8, 9, 10, 11, 12 and 13 shall survive the termination of this Agreement.

## **9. Publicity**

Licensee agrees that it will not use the name of NAIC in any form or attribution in connection with any solicitation, publicity, advertising, endorsement or other promotion, except as permitted by the terms of this Agreement, without the express prior written permission of NAIC.

## **10. Dispute Resolution and Forum**

Except for claims relating to intellectual property issues, any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration at Kansas City, Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. All arbitration proceedings shall be conducted in the English language. The Parties hereby agree that any claims relating to intellectual property issues shall be instituted in federal court in the Western District of Missouri, Kansas City, Missouri. Each party agrees not to institute any litigation or proceeding against the other party except as provided herein.

## **11. Governing Law**

This Agreement shall be governed by the laws of the State of Missouri, U.S.A.

## **12. Severability**

If any one or more provisions of this Agreement are held invalid by any court of competent jurisdiction or are voided or nullified for any reason, such provision shall be reformed so as to be effective as nearly as intended by the Parties, and together with the other remaining provisions and paragraphs shall continue in full force and effect and shall be binding upon the Parties so as to carry on the intents and purposes of the Parties as nearly as possible.

## **13. Notices**

Any and all notices that may be served with respect to this Agreement, including notice of termination, shall be in writing and shall be deemed sufficiently served if mailed by registered mail addressed to the Parties specified below.

NAIC:  
Scott A. Morris  
Chief Technology Officer  
National Association of Insurance Commissioners  
1100 Walnut, Suite 1500  
Kansas City, Missouri 64106



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Licensee:

Four horizontal lines for licensee information

14. Miscellaneous.

Nothing in this Agreement shall be construed to constitute or appoint either party as a partner, joint venturer, agent or representative of the other party for any purpose whatsoever, or to grant to either party any rights or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

15. Entire Agreement

This Agreement supersedes all other agreements or representations either oral or written between NAIC and Licensee regarding current or any prior SERFF Product furnished, sold or licensed from NAIC. No waiver, alteration or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representatives of NAIC and Licensee.

THIS AGREEMENT CONTAINS A PROVISION FOR BINDING ARBITRATION.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

NAIC

Licensee

By \_\_\_\_\_

By \_\_\_\_\_

Scott A. Morris
Printed Name

Printed Name

Chief Technology Officer
Title

Title

Date

Date



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Permission is hereby granted to NAIC to use the names of the Licensee in any listing of insurance industry participants in SERFF.

**Licensee**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A** **PRODUCT EXHIBIT FOR COMPANIES**

NAIC reserves the right to change or modify the Product Exhibit upon thirty (30) days written notice to Licensee.

### **SERFF SYSTEM**

The System for Electronic Rate and Form Filing (“SERFF”) is designed to provide efficiency and improve effectiveness of the rate and form filing and approval process by allowing companies to access filing requirements, prepare and submit a filing and allowing state insurance departments to review a filing and create dispositions.

#### **Industry Application**

Companies and third-party administrators (referred to collectively as “Industry Users”) will be provided with access to the SERFF System through the Internet. Industry Users are responsible for all tools used to access or use SERFF. Industry Users will be given access to the Industry Application of the SERFF System, which will include, among others, the following functions: create a filing, amend a filing, review filing requirements and checklist, review filing tracking information, submit filing to a state.

#### **Industry Data Hosting**

Industry Users have the option to use the services of a Data Host. The Data Host provides Industry Users with services such as Disaster Recovery, Reporting and Paper Tracking. NAIC can provide a list of third party vendors providing remote hosting services.

### **SERFF HELP DESK**

NAIC will provide a SERFF Help Desk which will be accessible on all business days between the hours of 8 a.m. – 5 p.m. Central Standard Time.

### **SERFF USER TRAINING**

Each Licensee is responsible for training its Users on the SERFF System. NAIC strongly recommends a User be trained prior to using the SERFF System in order to maximize the efficiency and effectiveness of transactions and the SERFF System. SERFF User Training is provided at authorized training centers pursuant to applicable charges. NAIC can provide a list of authorized training centers. The training course assumes the User has basic PC skills, a general understanding of the Internet and is comfortable in a Windows environment. The NAIC is not responsible for providing training through the Help Desk.





**EXHIBIT B**  
**COMPANY SCHEDULE OF STANDARD FEES**

Check here if you choose to Pay as you Go: \_\_\_\_\_

Check here if you choose to purchase a Filing Block: \_\_\_\_\_

The current version of the SERFF Company Schedule of Standard Fees is posted on the NAIC website at [http://www.serff.com/documents/get\\_started\\_company\\_pricing\\_structure.pdf](http://www.serff.com/documents/get_started_company_pricing_structure.pdf).

Unused transactions within filing blocks expire 24 months from the date the block is posted to your account as available for usage.

**UNUSED AMOUNTS IN EXPIRING FILING BLOCKS ARE NON-REFUNDABLE.**

**Total Payment, Filing Block Fee: \$** \_\_\_\_\_

**Licensee:** \_\_\_\_\_

Please send check for your filing block, payable to NAIC SERFF, with copy of Exhibit B completed to:

NAIC SERFF  
P.O. Box 875976  
Kansas City, MO 64187-5976

The NAIC Federal ID number is 31-1674580.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



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**EXHIBIT C  
CUSTOMER AND SUBSIDIARIES/AFFILIATES IDENTIFICATION**

**Licensee:** \_\_\_\_\_

Pursuant to Section 2c of the Agreement, this Exhibit identifies Licensee's customers and its subsidiaries and affiliates that will have filings submitted through Licensee.

	Company Name	Contact for SERFF	Phone	NAIC Code
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

Indicate if these are additional companies: Yes \_\_\_\_\_ No \_\_\_\_\_  
OR a complete revision of affiliates list: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## SERFF User Profile / Information Form

Please provide the following information for each user that will be using SERFF. SERFF Role refers to the function that a user will perform. Please click the corresponding box for each appropriate role that each user should have.

*The definition of each SERFF role is provided on the second page of this form.*

<b>1</b>	Name	Email	Title	Address (Street, City, St, Zip)	Phone
<b>SERFF Role(s) (A User Can have multiple roles)</b>					
<input type="checkbox"/> Industry Configuration Manager <input type="checkbox"/> Industry Filer <input type="checkbox"/> Industry Filing Manager <input type="checkbox"/> Industry Read-Only <input type="checkbox"/> User Admin <input type="checkbox"/> Industry Record Retention					
<b>2</b>	Name	Email	Title	Address (Street, City, St, Zip)	Phone
<b>SERFF Role (A User Can have multiple roles)</b>					
<input type="checkbox"/> Industry Configuration Manager <input type="checkbox"/> Industry Filer <input type="checkbox"/> Industry Filing Manager <input type="checkbox"/> Industry Read-Only <input type="checkbox"/> User Admin <input type="checkbox"/> Industry Record Retention					
<b>3</b>	Name	Email	Title	Address (Street, City, St, Zip)	Phone
<b>SERFF Role (A User Can have multiple roles)</b>					
<input type="checkbox"/> Industry Configuration Manager <input type="checkbox"/> Industry Filer <input type="checkbox"/> Industry Filing Manager <input type="checkbox"/> Industry Read-Only <input type="checkbox"/> User Admin <input type="checkbox"/> Industry Record Retention					
<b>4</b>	Name	Email	Title	Address (Street, City, St, Zip)	Phone
<b>SERFF Role (A User Can have multiple roles)</b>					
<input type="checkbox"/> Industry Configuration Manager <input type="checkbox"/> Industry Filer <input type="checkbox"/> Industry Filing Manager <input type="checkbox"/> Industry Read-Only <input type="checkbox"/> User Admin <input type="checkbox"/> Industry Record Retention					

**\*\* PLEASE NOTE: By listing users above, you are requesting that the NAIC give certain access rights/authority to the individuals specified above and you are affirming these specified individuals are acting on behalf of your organization when accessing the SERFF system. You agree that once these specified individuals are granted access any actions they take while using the SERFF system shall be attributed to your organization and you assume sole liability for their actions.**



## Definition of Roles

**\*\*NOTE- One person can have multiple roles\*\***

Industry - Roles	Description
<p><b>Industry Configuration Manager</b></p>	<p>The Industry Configuration Manager: Creates/Edits Statuses (company) Creates/Edits New Companies &amp; Contacts.            The Industry Configuration Manager <b>DOES NOT</b> automatically have a filing role. You must assign either Industry Filer or Industry Filing Manager role as well.            At least one person must have this role.</p>
<p><b>Industry Filers</b></p>	<p>Users who can create, submit, and modify filings that they have Authored.</p>
<p><b>Industry Filing Managers</b></p>	<p>Users who can modify <b>any</b> filing in the instance, even those they have not authored. Filing Managers are automatically Industry Filers and do not need this role assigned separately. Assign this role only to those who need to have access to all filings.</p>
<p><b>Industry Read-Only</b></p>	<p>Users who can only view filings in the instance.</p>
<p><b>User Admin Role</b></p>	<p>Users with authority to activate and inactivate users as well as change roles for other users on the instance.</p>
<p><b>Industry Record Retention</b></p>	<p>Users with access to the Record Retention tab, indicating filings set for destruction by the state. At least one person must have this role.</p>



Contact Information  
**Required Customer Information (Please Print/Type Clearly)**

Company Name \_\_\_\_\_

**SERFF Primary Billing Contact**  
**(This person will receive access to invoices for review)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Business Contact (Rate & Form Filing)**  
**(This person is our point of contact if we need to touch base regarding non-billing related questions)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**SERFF Account Manager Contact**  
**(This person can review AND pay invoices electronically through the NAIC Account Manager system)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_