

## COMMERCIAL LINES POLICY

# HOUSTON SPECIALTY INSURANCE COMPANY

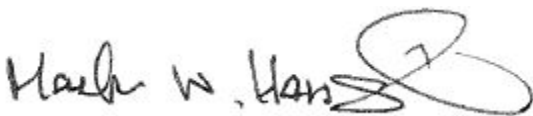
A Subsidiary of Skyward Specialty Insurance

## A Stock Company

800 Gessner Rd, Suite 600  
Houston, TX 77024

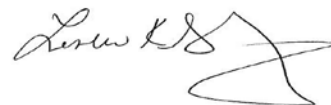
Phone: 800-645-7707

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



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Mark Haushill



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Leslie K. Shaunty

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

## **SERVICE OF SUIT**

As used in this endorsement, “we”, “us”, and “our”, refer to Houston Specialty Insurance Company (HSIC).

This applies in jurisdictions where we are not an admitted insurer.

It is agreed that in the event of our failure to pay the amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that, pursuant to any statute of any state, territory or district of the United States which make provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out to this policy of insurance and hereby designate

Houston Specialty Insurance Company  
General Counsel  
800 Gessner Road, Suite 600  
Houston, Texas 77024-4538

# IMPERIUM INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

# GREAT MIDWEST INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

# HOUSTON SPECIALTY INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

## Your Privacy Rights

*This booklet describes how Imperium Insurance Company (IIC), Houston Specialty Insurance Company (HSIC), Great Midwest Insurance Company (GMIC) use private information about our customers, the limits on our use, how we protect our customers' privacy, and how our customers can restrict the distribution of information about themselves.*

Imperium Insurance Company  
Houston Specialty Insurance Company  
Great Midwest Insurance Company

To our customers:

Safeguarding the privacy of your financial and personal information has always been extremely important to us.

This pamphlet consists of five separate sections concerning our commitment to protecting your privacy:

- 1. Customer Privacy Policy Statement** – Contains a description of IIC, HSIC, and GMIC general customer privacy policy
- 2. Notice of Information Practices** – Provides disclosures required under federal laws
- 3. Privacy Disclosure Statement** – Offers you the opportunity to notify us if you do not want IIC, HSIC, and GMIC to share basic information about you.
- 4. Information We May Disclose To Others**
- 5. Access to and Correction of Your Information**

Please let us know if you have any questions or comments.

### **Customer Privacy Policy Statement**

IIC, HSIC, and GMIC recognize that a fundamental component of the insurer/insured relationship is a customer's trust that the insurer will respect the privacy and confidentiality of the customer's financial information and all aspects of the customer's insurance relationship.

IIC, HSIC, and GMIC have established the following policy to keep your information secure and confidential.

1. We shall recognize each customer's expectations of privacy by safeguarding information that you share with us. This commitment to privacy will be maintained regardless of whether information is received by mail, telephone, internet, or in person.
2. Information shall be collected and utilized only to the extent necessary to deliver insurance service to you and to offer products, services, and other opportunities that may be of interest to you.
3. We are dedicated to maintaining accurate customer records and shall strive to correct any inaccurate information in a timely manner. You may notify us at the toll-free telephone numbers and address listed at the end of this notice to correct any information.
4. IIC, HSIC, and GMIC limit access to your personal information to only those insurance company employees with a business reason for knowing such information. We educate all employees about the importance of confidentiality and customer privacy and have established policies on the proper use of customer information.
5. If we utilize other organizations to support our business, we will require them to abide by this privacy policy statement.

6. We do not sell customer lists or financial information about our customers to any third party vendors. We may, however, allow select customer information to be shared with an affiliated company, under controlled conditions for the purpose of designing and marketing our products or company sponsored products with a company that has adopted a similar privacy policy to safeguard any personal customer information.
7. IIC, HSIC, and GMIC will provide you a choice as to whether your personal customer information will be shared with other organizations even for the limited purposes described above before your information is released to another organization for marketing purposes.
8. In order to conduct the business of insurance, customer information in our records is referenced relating to the issuance and servicing of coverage settling claims. IIC, HSIC, and GMIC conduct these insurance operations in accordance with the Fair Credit Reporting Act and information privacy laws as explained in our Notice of Information Practices.
9. This privacy policy will apply to both current and former customers of IIC, HSIC, and GMIC.

IIC, HSIC, and GMIC reserve the right to update and modify this statement at any time and will provide notice to you of such updates and modifications. IIC, HSIC, and GMIC will continue to monitor itself for compliance of its procedures to protect customer privacy.

### **Notice of Information Practices**

*Pursuant to 15 U.S.C § 1681 et seq. (1982)*

The information you provide to us is important. We review it in our evaluation of your request for coverage and in determining rates. It may not be the only information about you or persons to be insured under your policy that we consider. In accordance with the Federal Fair Credit Reporting Act, we would like to briefly describe our practices as they relate to information gathered in connection with insurance transactions.

We may need additional information from you or other individuals proposed for coverage. Motor vehicle records, court record or other public records might be reviewed. A photo of any property to be insured might be taken. We may also obtain information from third parties, such as other insurance companies or a consumer reporting agency. A consumer report from such agency may contain information such as credit worthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living. An investigative consumer report containing the same type of information may be obtained through personal interviews with neighbors, friends, associates, acquaintances, or others who may have knowledge concerning those items of information.

If coverage is declined or the charge for coverage is increased either wholly or partly because of information contained in a consumer report, we will tell you. We will also give you the name and address of the consumer reporting agency making the report.

It is possible that an investigative consumer report may be made. Within a reasonable time after receiving this notice of our information practices, you have the right to file a written request for and promptly receive a written disclosure as to the nature and scope of the investigation. You also will have the right to ask to be personally interviewed. Information you give during the interview will be included in the report sent to us. Upon written request and identification, you

have the right to receive a copy of your investigative consumer report. Information gathered about you by the agency in making a consumer report or investigative consumer report may be kept by the agency and provided to others to the extent allowed by law.

Information about you in our records may be kept and may be referred to for purposes relating to the issuance and servicing of coverage and settling claims. We will not disclose information about you to others without your written consent unless the disclosure is necessary to conduct our business. The law permits us to share information about you without your prior consent under circumstances.

Examples of these include disclosures to:

- Parties who perform a business, professional or insurance function for our company, including companies from which we purchase reinsurance coverage;
- Adjusters, appraisers, investigators and attorneys who need the information to investigate, defend or settle a claim involving you;
- Businesses that help us with data processing or marketing;
- Businesses that conduct scientific research, including actuarial or underwriting studies;
- Other insurance companies, agents, or consumer reporting agencies as reasonably necessary in connection with any application, policy, or claim involving you;
- Insurance support organizations which are established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims;
- Medical care institutions or medical professionals to verify coverage or conduct an audit of services;
- State Insurance Departments in connection with the regulation of our business;
- Law enforcement or other governmental authorities to protect our legal interests or in cases of suspected fraud or illegal activities;

- Authorized persons as ordered by a subpoena, warrant, or other court order or as required by law;
- Certificate holders or policyholders for the purpose of providing information regarding the status of an insurance transaction; or
- Lien holders, mortgagees, assignees, lessors, or other persons shown on our records as having a legal or beneficial interest in your policy

You have the right to know what kind of information we keep about you in our files, the right to reasonable access to this information, and the right to receive a copy of this information. Write to us if you have questions about the information we may have on file about you. Tell us what information you would like to receive. Provide your complete name, address, date of birth, type of policy held or applied for, and all numbers of any policies issued to you by us. Certain types of information generally collected when evaluating claims or possible lawsuits needed may not be disclosed to you.

Within thirty (30) business days of receipt of your request, we will inform you in writing of the nature and substance of locatable and retrievable recorded personal information about you in our files. You may review this information in person or receive a copy for reasonable charge. We will also identify the persons or organizations to which we have disclosed your information to within the past two (2) years. In addition, you will be given the name and address of any consumer reporting agency which prepared a report about you so that you can contact them for a copy.

After you have reviewed your personal information about in our file, you can write to us if you believe it should be corrected, amended, or deleted. Tell us what you think is wrong and why. We will consider your request and within thirty (30) business days from the date of receipt of your written request, either change our files or tell you that we did not and the reason. If we do not make the changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant or fair information and explaining why you believe the information on the file to be improper. We will notify persons designated by you to whom we have previously disclosed the information of the change on your statement. Subsequent disclosures we make will also be included in your statement.

Correspondence about this notice or requests for information in accordance with your rights under the law should be directed to the appropriate company in the Skyward Specialty Insurance at the address listed on the last page of the pamphlet.

**Information We May Disclose To Third Parties.** We do not sell customer information or medical information to anyone. Nor do we share it with companies or organizations outside of our group of affiliated companies that would use that information to contact you about their own products and services. Should that practice ever change, we would offer the ability to prohibit this type of information sharing and / or a reasonable time for the opportunity to opt out of this type of information sharing before the change in our practice took place.

We may, without authorization, but only as permitted or required by law, provide customer information to persons or organizations both inside and outside of IIC, HSIC, and GMIC in order to fulfill a transaction requested, service policies, market our products, investigate and/or handle claims, detect and/or prevent fraud, participate in insurance support organizations, or comply with lawful requests from regulatory and law enforcement authorities. These include, for example: affiliated companies, claims adjusters, medical providers, and program managers.

**Access to and Correction of Your Information.** You may write to us if you have any questions about the information that we may have in our records about you. If you wish, you may inspect this information in person or receive a copy at a reasonable charge by sending us a written request. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

You may send your written request regarding IIC, HSIC, and GMIC to :

Skyward Specialty Insurance  
Attn: Compliance Department  
800 Gessner, Suite 600  
Houston Texas 77024

All written requests must include your name, address, telephone number, and a photocopy of a picture ID for identification purposes.

You may contact IIC, HSIC, and GMIC at the following numbers:

	Local phone #	Toll free #	FAX #
<b>GMIC</b>	713-973-0226	800-829-8165	713-935-7424
<b>HSIC</b>	713-935-4820	855-935-HSIC (4742)	713-935-4821
<b>IIC</b>	713-935-4830	800-203-1179	713-935-4831



**HOUSTON SPECIALTY INSURANCE COMPANY  
POLICY DECLARATIONS  
MISCELLANEOUS ERRORS AND OMISSIONS  
LIABILITY INSURANCE**

POLICY NUMBER: MEO-HS-0002343-02  
RENEWAL OF POLICY: MEO-HS-0002343-01

*Named Insured & Mailing Address:*  
*Best Choice Realty LLC*  
*16400 Southcenter Pkwy Suite 306*  
*Seattle, WA 98188*

*Broker Name & Mailing Address:*  
*Connected Risk Solutions, LLC*  
*30 South Wacker Suite 1425*  
*Chicago, IL 60606*

*Policy Period: From 12/27/2023 to 12/27/2024 at 12:01 A.M. Eastern Time*

**This policy is issued by the insurance company listed above (herein "Company").**

**THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY WHICH COVERS ONLY CLAIMS FIRST MADE  
AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.  
PLEASE READ THIS POLICY CAREFULLY.**

**RETROACTIVE DATE**

12/27/2012

**PRIOR AND PENDING LITIGATION DATE**

12/27/2021

**LIMITS OF INSURANCE**

Each Claim	\$1,000,000
Aggregate Limit	\$1,000,000

**RETENTION**

Each & Every Claim	\$10,000.00
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**PROFESSIONAL SERVICES**

Real Estate Services, Business  
Broker and Consulting

**PREMIUM**

Premium	\$21,000.00
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**HOUSTON SPECIALTY INSURANCE COMPANY  
POLICY DECLARATIONS  
MISCELLANEOUS ERRORS AND OMISSIONS  
LIABILITY INSURANCE**

<b>NOTICES</b>
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Notices to Insurance  
Company:

Notice of Claim or Potential Claim:  
Claims Department  
Claims@skywardinsurance.com  
888-321-0714

All other notices:  
VP Legal - HIIG  
800 Gessner, Suite 600  
Houston, TX 77024

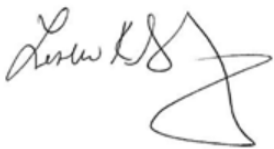
**IN CONSIDERATION OF THE PAYMENT OF THE PREMIUMS, AND SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURED WITH THE INSURANCE AS STATED IN THIS POLICY.**

**THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH, AND THE COVERAGE FORM AND ANY ENDORSEMENTS ATTACHED HERETO, CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.**

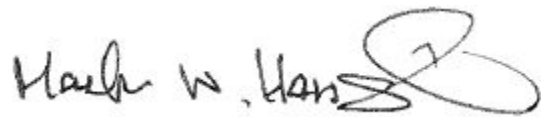
This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

Surplus Line Broker:

**In witness whereof, this company has caused this policy to be signed by its President and Secretary but if required by state law, the policy shall not be valid unless countersigned by an authorized representative of the Company.**



**SECRETARY SIGNATURE**



**PRESIDENT SIGNATURE**

POLICY NUMBER: MEO-HS-0002343-02

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured: Best Choice Realty LLC

Agency Name: Connected Risk Solutions, LLC

<b>FORM/ENDORSEMENT NUMBER</b>	<b>NAME</b>
HSIC JACKET-POLICY A (07-2021)	HSIC JACKET-POLICY A (07-2021)
SOS HSIC CW 09 13	CW SERVICE OF SUIT CLAUSE
DS PN Annual (02-22)	SKYWARD PRIVACY NOTICE
HSIC MEO DS 01 10 10 16	HSIC POLICY DECLARATIONS - MISCELLANEOUS ERRORS AND OMISSIONS
MP FORM SCHED 00	FORMS SCHEDULE
MP 01 08 11 13	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL - OFAC -
MP 01 26 11 13	IMPORTANT NOTICE
MP 02 52 11 13	PENDING OR PRIOR LITIGATION EXCLUSION
MP 00 01 03 22	MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY
MP 00 16 11 13	CONSULTING SERVICES ENDORSEMENT
MP 02 24 11 13	NUCLEAR LIABILITY EXCLUSION
MP 03 02 08 21	ADDITIONAL NAMED INSURED ENDORSEMENT
MP 03 20 08 21	EXTENDED REPORTING PERIOD ENDORSEMENT
MP 03 29 08 21	REAL ESTATE SERVICES ENDORSEMENT
MP 03 23 03 22	LOCK BOX SUBLIMIT AND OPEN HOUSE SUBLIMIT ENDORSEMENT
MP 03 31 03 22	RETENTION REDUCTION FOR MEDIATION ENDORSEMENT

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# DISCLOSURE FORM CLAIMS-MADE POLICY

POLICY NUMBER: MEO-HS-0002343-02

## IMPORTANT NOTICE TO POLICYHOLDER

**THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS-MADE POLICY FORM. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.**

### **YOUR POLICY**

Your policy is a claims-made policy. It provides coverage only for injury or damage occurring after the policy retroactive date (if any) shown on your policy and the incident is reported to your insurer prior to the end of the policy period. Upon termination of your claims-made policy an extended reporting period option is available from your insurer.

There is no difference in the kind of injury or damage covered by occurrence or claims-made policies.

Claims for damages may be assigned to different policy periods, depending on which type of policy you have.

If you make a claim under your claims-made policy, the claim must be a demand for damages by an injured party and does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us. Sometimes, a claim may be deemed made at an earlier time. This can happen when another claim for the same injury or damage has already been made, or when the claim is received and recorded during an extended reporting period.

### **PRINCIPAL BENEFITS**

This policy provides for defense and indemnification of covered claims arising from medical incidents or peer review incidents up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in your claims-made policy. Please read it carefully and consult your insurance producer about any questions you might have.

### **EXCEPTIONS, REDUCTIONS AND LIMITATIONS**

Your claims-made policy contains certain exceptions, reductions and limitations. Please read them carefully and consult your insurance producer about any questions you might have.

### **RENEWALS AND EXTENDED REPORTING PERIODS**

Your claims-made policy has some unique features relating to renewal, extended reporting periods and coverage for events with long periods of potential liability exposure. If there is a retroactive date in your policy, no event or occurrence prior to that date will be covered under the policy even if reported during the policy period. It is therefore important for you to be certain that there are no gaps in your insurance coverage. These gaps can occur in several ways. Among the most common are:

1. If you switch from an occurrence policy to a claims-made policy, the retroactive date in your claims-made policy should be no later than the expiration date of the occurrence policy.
2. When replacing a claims-made policy with a claims-made policy, you should consider the following:  
The retroactive date in the replacement policy should extend far enough back in time to cover any events with long periods of liability exposure, or if the retroactive date in the replacement policy does not extend far enough back in time to cover events with long periods of liability exposure, you should consider purchasing extended reporting period coverage under the old claims-made policy.
3. If you replace this claims-made policy with an occurrence policy, you may not have insurance coverage for a claim arising during the period of claims-made coverage unless you have purchased an extended reporting period under the claims-made policy. Extended reporting period coverage must be offered to you by law for at least one year after the expiration of the claims-made policy at a premium not to exceed 200% of your last policy premium.

## **DISCLOSURE FORM CLAIMS-MADE POLICY**

**CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED REPORTING PERIOD COVERAGE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

POLICY NUMBER: MEO-HS-0002343-02

**PENDING OR PRIOR LITIGATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY**

Pending and Prior Litigation Date:	12/27/2021
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In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that this Policy does not apply to any **Claim**, and the **Company** is not obligated to defend or pay **Damages** or **Claim Expenses** for any **Claim** alleging, arising out of, based upon, relating to, or attributable to, directly or indirectly, any civil or criminal demand, suit or proceeding pending, or order, decree or judgment entered, against any Insured on or prior to the Pending and Prior Litigation Date shown above or the same or substantially the same fact, circumstance or situation underlying or alleged therein.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

THIS IS A CLAIMS MADE AND REPORTED POLICY WITH CLAIM EXPENSES INCLUDED IN THE LIMITS OF INSURANCE. COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND REPORTED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. COVERAGE DOES NOT APPLY TO ANY WRONGFUL ACTS FIRST COMMITTED BEFORE THE RETROACTIVE DATE STATED ON THE DECLARATIONS PAGE. WORDS PRINTED IN BOLD FACE, OTHER THAN CAPTIONS, ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

## MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium, the undertaking of the **Named Insured** to pay the **Retention** as described herein and in the amount stated in the Declarations and in reliance upon all statements made and information furnished to the **Company** shown in the Declarations, including those furnished in any application(s) for this Policy which is deemed incorporated into this Policy, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and the **Company** agree as follows:

### SECTION I — INSURING AGREEMENT

#### A. Miscellaneous Professional Liability

1. The **Company** will pay **Claim Expenses** and **Damages** an **Insured** becomes legally obligated to pay as a result of a **Claim**:
  - a. first made against the **Insured** during the **Policy Period**;
  - b. reported in writing to the **Company** during the **Policy Period** or any applicable Extended Reporting Period; and
  - c. alleging a **Wrongful Act** that first occurred after the **Retroactive Date**, and was first disclosed to the **Insured** during the **Policy Period**.

#### B. Claim Expenses and Settlements

1. The **Company** will have the right and duty to defend any **Claim** to which this insurance applies, including the right to select and appoint legal counsel, even if the allegations are groundless, false or fraudulent. The **Company** may investigate and settle a **Claim** covered under this Policy with the consent of the **Insured**, and the **Insured** shall provide all assistance necessary to complete such investigation and settle any **Claim** (including execution of any settlement agreements). If the **Insured** refuses to consent to a settlement recommended by the **Company** and acceptable to the claimant, then the **Company's** applicable Limit of Insurance under this Policy with respect to such **Claim** shall be reduced to:
  - a. the amount of **Damages** for which the **Claim** could have been settled plus all **Claim Expenses** incurred up to the time the **Company** made its recommendation to the **Insured**; plus
  - b. eighty percent (80%) of all subsequent **Damages** and **Claim Expenses** in excess of such amount referenced in paragraph (a) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance. The remaining twenty percent (20%) of all subsequent **Damages** and **Claim Expenses** shall be borne by the **Insured** and at their own risk. This subsection does not apply to any potential settlement that is within the **Retention**.

2. The **Insured** shall not admit liability, assume any obligation or agree to pay money without the **Company's** prior written consent and shall not take any action, or fail to take any action, which prejudices the rights of the **Company**. An **Insured** may settle a **Claim** without the consent of the **Company provided** the total settlement and **Claim Expenses** do not exceed the **Retention**, and the **Insured** agrees not to seek coverage any **Claim Expenses** and **Damages** associated with that **Claim** or any **Related Claim**. Otherwise, the **Company** shall not be responsible for any settlement, **Claim Expenses** or other financial obligation incurred without its written consent or prior to notice of a **Claim** to the **Company**.
3. Payment of **Claim Expenses** and **Damages** reduces the Limits of Insurance. The **Company's** liability for **Claim Expenses** and **Damages** will not exceed the applicable Limit of Insurance. The **Company's** duty to defend ends upon exhaustion of the applicable Limits of Insurance by payment of **Claim Expenses** or **Damages**. The **Company** shall not be obligated to settle any **Claim**, pay **Damages** or **Claim Expenses**, or continue defending any **Claim** following exhaustion of the applicable Limit of Insurance.

## SECTION II — DEFINITIONS

**A. Application** means any application and other information furnished to the **Company** during the underwriting of this policy, and during the underwriting of any prior insurance policies issued by the **Company**. All applications and submissions by the **Insured**, whether during the underwriting of this Policy or a prior insurance policy, shall be deemed attached to this Policy as if physically attached hereto and shall be considered part of the **Application** for this Policy.

**B. Bodily Injury** means the physical injury, sickness or disease sustained by a person; death resulting from such physical injury, sickness or disease; and disability, mental anguish, mental injury, emotional distress, pain or suffering, or shock or fright resulting from such a physical injury, sickness or disease.

**C. Claim** means

1. a written demand first received by an **Insured** for **Damages** or non-monetary relief;
2. civil proceeding commenced by the service of a complaint or similar pleading;
3. an arbitration proceeding commenced by receipt of a demand for arbitration,

against an **Insured** for a **Wrongful Act**.

**Claim** shall also include a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described above.

**D. Claim Expenses** means reasonable and necessary fees, costs and expenses (including fees for attorneys and experts) incurred by the **Company** or by the **Insured**, with the **Company's** consent, in the defense, investigation, adjustment, appeal or settlement of a **Claim**, including the cost of an appeal bond. The **Company** does not have any obligation to post collateral for or otherwise secure such an appeal bond if the amount of the bond (when combined with previously paid fees, costs and expenses) exceeds the applicable Limits of Insurance.

**Claim Expenses** shall not include any loss of earnings; salaries, wages or other expenses incurred by an **Insured** in connection with the defense or investigation of any **Claim** or circumstance that might lead to a **Claim**.

**E. Company** means the insurance company identified as such on the Declarations.

**F. Damages** means any compensatory damages (including pre and post-judgment interest) awarded against an **Insured** in a civil judgment or arbitration award, or settlement negotiated by the **Company**. **Damages** does not include any award against an **Insured** that constitutes or includes:

1. fines, penalties, taxes, sanctions or that portion of any multiplied damages award which exceeds the damage award so multiplied;
2. fees, deposits, commissions, profits or charges for goods or services rendered by the **Insured**;
3. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
4. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
5. punitive, exemplary and multiple damages, unless insurable in the state in which the **Claim** is filed;
6. amounts uninsurable under the controlling state law;
7. costs of correcting, performing or re-performing **Professional Services** if an **Insured** had the opportunity to correct, perform or re-perform such service.

**G. Disciplinary Proceeding** means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **Professional Services**.

**H. Domestic Partner** means a lawful spouse or domestic partner of an **Individual Insured**, but solely when the subject to a **Claim** alleging a **Wrongful Act** committed by such **Individual Insured**.

**I. First Inception Date** is the Inception Date of the earliest professional liability insurance policy issued by the **Company** to the **Insured**, provided that the **Insured** continuously renewed that insurance with the **Company**.

**J. Individual Insured(s)** means:

1. any past or present partner, officer, director or employee of the **Named Insured** (and in the event of their death or incapacity, any estate or legal representative) performing **Professional Services** on behalf of the **Named Insured**;
2. any independent contractor, temporary worker, or leased employee performing **Professional Services** on behalf of the **Named Insured**;

**K. Insured** means **Named Insured**, **Individual Insureds** and **Domestic Partner**.

**L. Named Insured** means the person or entity identified on the Declarations and its **Subsidiaries**.

**M. Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:

1. oral or written publication of material that slanders, libels or defames another person or organization or their goods, products or services;
2. oral or written publication of material that violates a person's right to privacy;
3. false arrest, detention or imprisonment;
4. wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies; or
5. malicious prosecution.

**N. Policy Period** means the period stated in the Declarations.

**O. Pollutant** means any mold, solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:

1. smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead or materials containing lead, silica, radon, mold or asbestos;
2. hazardous, toxic or radioactive matter or nuclear radiation;
3. waste, which includes material to be recycled, reconditioned or reclaimed; or
4. any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.

**P. Professional Services** means those services stated in the Declarations when performed by the **Insured** in the ordinary conduct of the **Insured's** profession for or on behalf of a customer or client for a fee or other monetary compensation.

**Q. Protected Information** means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, passwords, or other non-public personal information; or
2. any other third party confidential or proprietary information that is not available to or known by the general public; or which an **Insured** is legally responsible to maintain in confidence.

**R. Property Damage** means physical injury to or destruction of property, including all resulting loss of use of that property; or loss of use of tangible property that is not physically injured.

**S. Related Claim(s)** means multiple **Claims** that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

**T. Related Wrongful Acts** shall mean any **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, transaction, event or cause or series of causally connected facts, circumstances, situations, transactions, events or causes.

**U. Retention** means the amount stated in the RETENTION section of the Declarations and described in **SECTION IV LIMITS OF INSURANCE** of the Policy.

**V. Retroactive Date** means the date, if any, stated in the RETROACTIVE DATE section of the Declarations and/or as specifically endorsed to the Policy and is the earliest date that any **Wrongful Act** can commence for coverage to be provided under this Policy.

**X. Subsidiary** shall mean any entity in which the **Named Insured** owns more than fifty percent of the outstanding securities or partnership interests prior to the inception of this Policy. To the extent that the **Named Insured** acquires an interest in an entity after the inception of the Policy, such entity is not a **Subsidiary** unless added as an **Insured** by endorsement or the annual revenue of the acquired entity is less than 20% of the annual revenues of the **Named Insured** as of the inception date of this Policy.

**Y. Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission or **Personal Injury** offense committed by an **Insured** solely in the performance of, or failure to perform, **Professional Services**.

### **SECTION III — EXCLUSIONS**

This Policy does not apply to any **Claim** alleging or any **Damages** or **Claim Expenses** arising out of, based upon, relating to, or otherwise attributable to:

**A.** false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, misappropriation of advertising ideas or style of doing business.

**B. Bodily Injury or Property Damage;**

**C.** any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or the gaining of any profit or advantage to which any **Insured** is not legally entitled. The **Company** will only defend **Claims** alleging the foregoing conduct until there is a judgment, final adjudication, adverse finding of fact, or adverse admission (including through any plea or judgment entered in any criminal action) establishing that the **Insured** committed such conduct, at which time the **Named Insured** shall reimburse the **Company** for any previously incurred and paid **Claim Expenses**.

This exclusion does not apply to any **Individual Insured** provided that such individual did not commit, acquiesce or participate in any dishonest, fraudulent, criminal or malicious act, error or omission; commit an intentional or knowing violation of the law; or receive any profit or advantage for such conduct.

**D.** infringement of a copyright; trademark, trade dress, trade name, service mark, service name, title or slogan; or patent violation;

**E.** harassment, misconduct or discrimination because of or relating to. race, creed, color, age, gender sex, sexual preference, national origin, religion, handicap, disability, marital status, or any other status or class protected under anti-discrimination laws whether federal, state or local;

- F. any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; including but not limited to any actual or alleged violation of the provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order thereto or similar provisions of any federal, state or local statutory law or common law;
- G. any actual or alleged violation of The Securities Act of 1933 as amended, The Securities Exchange Act of 1934 as amended, the Investment Advisor's Act of 1940, any state blue sky or securities law, any similar state or federal law or amendments thereto, or any order, rule or regulation issued pursuant to the above laws or any common law liability in connection with the offer, purchase or sale of securities;
- H. insolvency or bankruptcy of:
1. any **Insured**; or
  2. any enterprise over which the **Insured** exercises control or in which any **Insured** owns an interest;
- I. The actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, including, but not limited to any loss, cost or expense arising out of any:
1. request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the existence, non-existence or effects of **Pollutants**; or
  2. **Claim** by or on behalf of a governmental authority or others for **Damages** because of testing for, identifying, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, communicating information about, responding to, or assessing the existence, non-existence or effects of **Pollutants**; including the failure to perform any of these activities;
- J. any **Wrongful Act**:
1. that was the subject of any notice given under any other policy prior to the beginning of the **Policy Period**; or
  2. disclosed to the **Insured** prior to the **Policy Period**, unless the **Insured** first learned of such act while insured by the **Company** and this Policy is a renewal or replacement of a previous policy issued by the **Company** providing materially identical coverage;
- K. breach of any written warranty, guaranty or contract; unless the **Insured** would have liability absent such warranty, guaranty or contract.
- L. any violation by an **Insured** of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.
- M. the intentional or unlawful collection or unlawful use of **Protected Information**, or the failure to provide adequate notice that **Protected Information** is being collected or used.
- N. any unsolicited dissemination of faxes, e-mails, or other communications, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation, or common law anywhere in the world relating to a person's or entity's right of seclusion.

- O. any transfer, payment or delivery of money, securities, or property approved by an Insured or arising out of any misrepresentation received by any employee, agent, independent contractor or other representative of the Insured, whether such transfer, payment or delivery was made in good faith or as a result of trick, artifice, fraud or false pretenses.
- P. any actual or alleged infringement of patent or patent rights or misuse of patent; misappropriation of trade secret, ideas, or confidential information that came into the possession of any person or entity prior to the date he or she became an employee, officer, director, principal, or partner of an **Insured**.
- Q. any actual or alleged act, error or omission or breach of duty by any employee, officer, director, principal, or partner if the **Claim** is brought by or on behalf of an **Insured**, or any employee, officer, shareholder, director, principal, or partner of any **Insured** or any entity in which the **Insured** has any financial or ownership interest.
- R. any unauthorized access or use of computer systems; a denial of service attack against computer systems or computer systems that are not owned, operated or controlled by an Insured; ransomware; infection of computer systems by virus, malicious code or transmission of malicious code from computer systems, regardless of whether any of the foregoing is a specifically targeted or generally distributed attack.

## SECTION IV — LIMITS OF INSURANCE

### A. Limits of Insurance

1. The **Company's** liability for **Damages** and **Claim Expenses** in connection with any one **Claim** shall not exceed the per **Claim** Limit of Insurance set forth in the Declarations. The **Company's** maximum liability for **Damages** and **Claim Expenses** on account of all **Claims** made during the same **Policy Period** shall not exceed the Aggregate Limit of Insurance set forth in the Declarations, regardless of the time of payment or the number of **Claims**.
2. **Claim Expenses** shall be part of, and not in addition to, the per **Claim** and Aggregate Limits of Insurance set forth in the Declarations. All **Claim Expenses** and **Damages** paid by the **Company** reduce the Limits of Insurance.

### B. Retention

1. Payment of the applicable **Retention** by the **Insured** shall be a condition precedent before the **Company** owes any obligation to pay any **Damages** or **Claim Expenses**. The **Named Insured** shall be responsible for any **Damages** or **Claim Expenses** within the **Retention**.
2. All **Related Claims** shall be deemed a single **Claim**, and shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Related Claims** shall be deemed to have been first made on the earlier of the following dates:
  - a. the earliest date on which the **Wrongful Act** or **Related Wrongful Acts** was asserted against the **Insured**; or
  - b. the earliest date on which the notice of circumstance involving any such **Wrongful Act** or **Related Wrongful Acts** were reported under any insurance policy. All **Related Claims** shall be subject to the **Retention** and applicable Limits of Insurance applicable to the earliest **Related Claim**.

## C. Reimbursement and Allocation

### 1. Reimbursement

If, for any reason, the **Company** advances, at its sole option, any amounts for **Damages** or **Claim Expenses** in excess of the applicable Limits of Insurance or within the **Retention**, or for non-covered liabilities or defenses, the **Insured** shall reimburse such amounts to the **Company** upon demand.

### 2. Allocation

If a **Claim** made against an **Insured** includes both covered and uncovered matters, or is made against an **Insured** and others not insured, the **Insured** and the **Company** recognize that there must be an allocation between covered and uncovered amounts. The **Insured** and the **Company** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered amounts, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** or uninsured party.

## SECTION V. — NOTICE OF CLAIM

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Company** notice in writing of any **Claim** which is made during the **Policy Period** or Extended Reporting Period, if applicable. Such notice shall be given as soon as practicable, but in no event later 1) than seventy-five (75) days after the end of the **Policy Period** or 2) the expiration date of the Extended Reporting Period, if applicable.

Notice to the **Company** shall include details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;

The **Insured** shall:

1. immediately send the **Company** copies of all demands, notices, summonses, complaints or other legal papers received in connection with the **Claim**;
2. authorize the **Company** to obtain records and other information;
3. cooperate with and assist the **Company** in the investigation, settlement or defense of the **Claim**; and
4. assist the **Company**, upon its request, in enforcing any rights of contribution or indemnity against another who may be liable to any **Insured** or owe contribution or indemnity.

- B. If during the **Policy Period** or during the Extended Reporting Period, if applicable, the **Insured** becomes aware of any **Wrongful Acts** committed between the **Retroactive Date** and the end of the **Policy Period** which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and gives written notice to the **Company** of the circumstances, the **Wrongful Act** allegations and the reasons for anticipating such a **Claim**, then a **Claim** which is subsequently made against such **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Acts**, shall be considered made at the time notice of such circumstances was given, provided, however,

1. The notice must include all of the following information:
  - a. the names of those persons or organizations involved in the **Wrongful Act**;
  - b. the specific person or organization likely to make the **Claim**;
  - c. a description of the time, place and nature of the **Wrongful Act**; and
  - d. a description of the potential **Damages**.
2. No **Insured** knew, prior to the **First Inception Date**, of the **Wrongful Act** or circumstance that could reasonably be expected to lead to the **Claim**; and
3. There is no other valid and collectible insurance for the **Claim**.

## SECTION VI. — CONDITIONS

### A. Action Against the Company

1. No action shall be taken against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Company**.
2. No person or organization shall have any right under this Policy to join the **Company** as a party to any **Claim** against an **Insured** nor shall the **Company** be impleaded by any **Insured** or their legal representative in any such **Claim**.

### B. Application and Representations

1. The **Insureds** agree that the information and statements contained in the **Application(s)** are
  - a. the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy; and
  - b. representations material to the acceptance of the risk or hazard assumed by the **Company** under this Policy; and that this Policy is issued in reliance upon the truth and accuracy of such representations.
2. On the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Company** under this **Policy**, then no coverage shall be afforded for any **Claim** based upon, arising from, or in consequence of any such misrepresentations with respect to:
  - a. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
  - b. an **Insured**.

### C. Assignment

This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Company**, which consent shall be at the sole and absolute discretion of the **Company**.

### D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured**, any **Subsidiary** or any **Insured** shall not relieve the **Company** of any of its obligations under this Policy.

### E. Cancellation or Non-Renewal

1. This Policy may be cancelled by the **Named Insured** at any time by written notice to the **Company**. Upon cancellation by the **Named Insured**, the **Company** shall retain the customary short rate portion of the premium, unless this Policy is converted pursuant to **SECTION VI. G** of this Policy wherein the entire premium for this Policy shall be deemed fully earned.
2. This Policy may only be cancelled by the **Company** if the **Named Insured** does not pay the premium when due.
3. If the **Company** elects not to renew this Policy, the **Company** shall provide the **Named Insured** with no less than sixty (60) days advance notice thereof.

## F. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Company** shall not effect a waiver or a change in any part of this Policy and shall not estop the **Company** from asserting any right under the terms of the Policy. The terms of this Policy shall not be waived or changed, except by written endorsement issued to form a part of this Policy, and this Policy embodies all agreements existing between the **Insureds** and the **Company** or any of its agents relating to this insurance.

## G. Changes in Ownership

If after the inception date of this Policy:

1. another entity or person or group of entities and/or persons acting in concert acquires a majority of the voting securities of the **Named Insured** or majority successor in interest of the **Named Insured**;
2. the **Named Insured** is merged into or consolidated with another entity such that the **Named Insured** is not the surviving entity; or
3. a receiver, liquidator, conservator, trustee or similar official is appointed with respect to the **Named Insured**;

then, the Policy will remain in effect until the end of the **Policy Period**, but only with respect to any **Wrongful Act** or **Personal Injury** which occurred before such change in ownership. The **Named Insured** shall give written notice of such change in ownership to the **Company** as soon as practicable, but in no event later than sixty (60) days after such change in ownership. Further, the entire premium for this Policy will be considered fully earned upon the occurrence of any of the above events in consideration of the coverage extended.

## H. Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Company** agree that this Policy (including the Declarations, **Application** submitted to the **Company** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

## I. Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

## J. Named Insured As Sole Representative

By acceptance of this Policy, the **Named Insured** on the Declarations shall act on behalf of all **Insureds** with respect to completing any application for this Policy, including the representations of the truth, accuracy and completeness of all information and documents provided. It shall also act on behalf of all **Insureds** with respect to the giving and receipt of any notices required under this Policy, including notice of **Claim**, cancellation or non-renewal. The **Named Insured** also acts on behalf of all **Insureds** with respect to the payment of any premiums, receipt of return premiums, satisfaction of any **Retentions**, any and all changes to this Policy and election of any Extended Reporting Period pursuant to **SECTION VII EXTENDED REPORTING PERIOD** of this Policy.

## K. Other Insurance

All amounts payable under this Policy will be specifically excess of, and will not contribute with, any other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically excess of this Policy. Nothing in this provision shall prevent the **Company** or the **Insureds** from seeking contribution or coverage from any other company or indemnitor.

#### **L. Subrogation**

In the event of any payment under this Policy, the **Company** shall be subrogated to all of the **Insureds'** rights of recovery and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Company** to effectively bring suit in the name of any **Individual Insured** or the **Named Insured**. Any recoveries shall be applied as follows:

1. First, to the **Company** up to the amount of the **Company's** payment for **Damages** and **Claim Expenses**.
2. Then, to the **Named Insured**, as recovery of **Retention** amounts paid as **Damages** and **Claim Expenses**.

#### **M. Territory (Worldwide Provision)**

Coverage applies to **Wrongful Acts** committed anywhere in the world provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States of America, its territories or possessions. If **Damages** or **Claim Expenses** are paid in a currency other than United States of America dollars, then the payment under this Policy will be considered to have been made in United States dollars at the applicable rate of currency exchange published in *The Wall Street Journal* on the date any judgment becomes final or payment of the settlement or other element of **Damages** or **Claim Expenses** is due.

#### **N. Coverage Extensions**

##### **1. Court Attendance**

The **Insured** shall attend mediations, arbitration proceedings, hearings, depositions, and trials relative to the defense of each **Claim**. After a total of 3 (three) days of attendance required for each **Claim**, the **Company** shall reimburse the **Insured**, upon written request, for the actual loss of earnings and reasonable expenses due to such attendance. Under no circumstances shall this reimbursement exceed \$750 per day for all **Insureds**, and \$7,500 per **Claim**, regardless of how many mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of **Claims** the **Insured** attends. The **Company's** total liability for all loss of earnings and reasonable expenses under this provision shall not exceed \$75,000, which amount shall be part of and not in addition to the applicable Limits of Insurance applicable to the underlying **Claim**.

##### **2. Subpoena Expense**

The **Company** shall pay reasonable attorney's fees incurred to respond a subpoena seeking documents, testimony or information (including amounts incurred to produce document and appear at a deposition), provided that: (a) such subpoena was served during the **Policy Period**; (b) any **Wrongful Act** giving rise to the subpoena has not resulted in a **Claim** against an **Insured**; and (c) the subpoena is reported to the **Company** in writing as soon as practicable. The **Company's** maximum limit of liability for such costs shall be \$25,000, which shall be part of, not in addition to, the applicable Limits of Insurance.

##### **3. Defense of Board Proceedings**

The **Company** will reimburse the **Insured** for **Claims Expense** incurred with its consent in connection with a **Disciplinary Proceeding**, provided that such **Disciplinary Proceeding**: (a) was first instituted during the **Policy Period**; (b) alleges a **Wrongful Act** a **Wrongful Act** that occurred solely after the **Retroactive Date**, and first disclosed to the **Insured** during the **Policy Period**; and (c) was reported to the **Company** as soon as practicable. The **Company's** maximum liability for all expenses incurred in connection with all **Disciplinary Proceedings** shall be \$50,000, which shall be part of, not in addition to, the Aggregate Limit of Insurance.

#### 4. Reputation Protection

Following the receipt of a **Claim** and following consent of the **Company**, the **Company** shall pay reasonable costs incurred to retain the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an Insured. The **Company's** maximum liability for such costs shall be \$10,000, which shall be part of, not in addition to, the applicable Limits of Insurance applicable to the underlying **Claim**.

#### 5. Pre-Claim Assistance

At the **Company's** discretion, the **Company** shall pay reasonable costs incurred in the investigation of any conduct that might reasonably be expected to be the basis of a **Claim**, provided that all such costs and expenses are incurred prior to the date any **Claim** is made against an **Insured**. The **Company's** maximum limit of liability for such costs shall be \$10,000, which shall be part of, not in addition to, the applicable Limits of Insurance applicable to the underlying **Claim**.

### SECTION VII. — EXTENDED REPORTING PERIOD

- A. In the event the **Company** or the **Named Insured** decides not to renew this Policy, the **Named Insured** shall have the right, upon payment of one hundred percent (100%) of the annual premium (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage for any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period**, but only if such claim is reported to the **Company** during such twelve (12) month period and alleges a **Wrongful Act** committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Extended Reporting Period.
- B. As a condition precedent to the right to purchase the Extended Reporting Period, the total premium for this Policy must have been paid and a written request, together with payment of the appropriate premium for the Extended Reporting Period, must be provided to the **Company** no later than thirty (30) days after the end of the original **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Extended Reporting Period shall not in any way increase or reinstate the Aggregate Limit of Insurance stated in the Declarations. For purposes of the Aggregate Limit of Insurance, the Extended Reporting Period is considered to be part of, and not in addition to, the **Policy Period**.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONSULTING SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

1. **Consulting Services** means performance of services for others for a fee as follows:
  - a. review, analysis, and design of data processing/workflow procedures;
  - b. competitor/market/opportunity comparisons and strategic plan development;
  - c. regulatory compliance review(s);
  - d. customer service evaluation and training;
  - e. assessment of human resource procedures and compliance;
  - f. accounts receivable/third-party billing procedures analysis;
  - g. expert witness/forensic evaluation;
  - h. administering of educational/team building seminars; and
  - i. other **Consulting Services** as specified in the PROFESSIONAL SERVICES section of the Declarations.
2. **Content** means printed, audio, visual, digital or informational material however transmitted and however received, including advertising about an **Insured** or its goods or services. **Content** does not include messages sent on an individual basis or other one-to-one communications.

It is also agreed that this Policy does not apply to any **Claim**, and the **Company** is not obligated to defend or pay **Damages** or **Claim Expenses** for any **Claim** alleging, arising out of, based upon, relating to, or attributable to, directly or indirectly:

1. any provider who has supplied, is supplying or is to supply **Content**, goods or services, if the **Claim** arises out of a dispute over fees for, or title, ownership or exercise of rights in, the **Content**, goods or services provided.
2. actual or alleged services performed by any **Insured** as:
  - a. an attorney;
  - b. an accountant;
  - c. an actuary;
  - d. an insurance agent or broker;
  - e. a financial consultant, investment advisor, securities broker or dealer;
  - f. a healthcare practitioner;
  - g. an architect or engineer; or
3. design, marketing or underwriting of any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or employee benefit plans;

It is also agreed that **SECTION III. EXCLUSIONS A.** is deleted in its entirety and replaced with the following:

- A.** false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, misappropriation of advertising ideas or style of doing business, copyright infringement; or false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NUCLEAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY INSURANCE POLICY  
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY  
MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY  
REAL ESTATE AGENTS AND BROKERS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed by the **Insured** and **Company** that:

- I. The **Company** shall not be liable to make any payment for **Damages** or **Claim Expenses**, and shall have no duty to defend, in connection with any **Claim** made against an **Insured**:
  - A. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the **Hazardous Properties of Nuclear Material**, including but not limited to:
    1. **Nuclear Material** located at any **Nuclear Facility** owned by, or operated by or on behalf of, the **Insured**, or discharged or dispersed therefrom;
    2. **Nuclear Material** contained in **Spent Fuel** or **Waste** that was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**;
    3. the furnishing by any **Insured** of service, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**; or
    4. damage, injury or other harm to the **Insured** or any of its shareholders,
  - B. that is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, or the Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or
  - C. based upon, arising out of directly or indirectly resulting from, in consequence of, or in any way involving **Nuclear Material** with respect to which:
    1. any person or organization is required to maintain financial protection to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    2. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. for purpose of this endorsement, the following definitions apply:
  - A. **Hazardous Properties** means radioactive, toxic or explosive properties.
  - B. **Nuclear Facility** means:
    1. any nuclear reactor
    2. any equipment or device designed or used for:
      - a) separating the isotopes of uranium or plutonium,
      - b) processing or utilizing **Spent Fuel**, or
      - c) handling, processing or packing wastes;
    3. any equipment or device used for the processing, fabrication or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
    4. any structure basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- C. **Nuclear Material** means **Source Material**, **Special Nuclear Material** or **Byproduct Material**.
- D. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.
- E. **Source Material**, **Special Nuclear Material** and **Byproduct Material** have the meanings given them in the Atomic Energy Act of 1954 or in any amendments thereto.
- F. **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- G. **Waste** means any waste material (1) containing **Byproduct Material**, and (2) resulting from the operation by any person or organization of any **Nuclear Facility**

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that **SECTION II - DEFINITIONS** subsection J. is amended to include:

**Named Insured** shall also mean the person or entity identified in the below schedule, with a corresponding **Retroactive Date** as identified in the below schedule.

<b>Schedule of Additional Named Insured(s)</b>	<b>Retroactive Date</b>
Best Choice Realty Referral Network	2/11/2019

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

**SECTION VII. – EXTENDED REPORING PERIOD**, Paragraph A. is deleted in its entirety and replaced with the following:

- A. In the event the **Company** or the **Named Insured** refuses to renew this Policy, the **Named Insured** shall have the right, upon payment of an additional premium, to an extension of coverage provided by this Policy as described below, with respect to any **Claim** first made against any **Insured** during a period after the end of the **Policy Period**, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This period shall be referred to in this Policy as the Extended Reporting Period.

Additional Premium for the Extended Reporting Period

1. one hundred percent (100%) of the annual premium for a one (1) year Extended Reporting Period
2. one hundred and fifty percent (150%) of the annual premium for a two (2) year Extended Reporting Period
3. one hundred and seventy-five percent (175%) of the annual premium for a three (3) year Extended Reporting Period
4. two hundred percent (200%) of the annual premium for a four (4) year Extended Reporting Period
5. two hundred and twenty-five percent (225%) of the annual premium for a five (5) year Extended Reporting Period

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **REAL ESTATE SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

1. LIMITS OF INSURANCE Sublimit Schedule:

<b>SUBLIMITS OF LIABILITY</b>	
<b>Owned/Developed Properties Claim</b>	\$1,000,000
<b>Discrimination Claim</b>	\$1,000,000
<b>Pollutants Disclosure Claim</b>	\$500,000

Each Sublimit shown in the Schedule above shall be the maximum amount of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** first made against the **Insured** during the **Policy Period** and any Extended Reporting Period (if applicable), with respect to the type of **Claim** to which the Sublimit applies. Each Sublimit shall be part of, and not in addition to, the Limits of Liability for all **Claims** under this Policy and shall in no way serve to increase the Limits of Liability for all **Claims**. All payments made by the **Company** pursuant to coverage provided by this Endorsement shall be subject to the **Retention** as stated in the Declarations.

With respects to the coverage provided under this endorsement, if a single **Claim** is covered in whole or in part under more than one Sublimit, the maximum amount of the **Company's** liability for all **Damages** and/or **Claim Expenses**, combined, on account of such **Claim**, shall not exceed the lesser of such applicable Sublimits, subject to reduction through any prior payments of **Damages** and/or **Claim Expenses** under such applicable Limit or Sublimit. Under no circumstance shall the **Company** be responsible to pay any **Damages** and/or **Claim Expenses** in excess of the Aggregate Limit.

2. **SECTION II - DEFINITIONS** is amended by adding the following:

**Discrimination Claim** means any written demand received by the **Insured** for **Damages** or for non-monetary relief based on any actual or alleged discrimination, harassment, or retaliation including but not limited to that based upon race, creed, color, age, gender, national origin, religion, disability, marital status, or sexual orientation and/or any violation of the Federal Fair Housing Act of 1968, or any comparable state or local law or ordinance. The **Discrimination Claim** Sublimit of Liability in the amount shown in the above Schedule is the most the **Company** will pay for **Damages** and **Claim Expenses** with respect to each **Discrimination Claim** and to all **Discrimination Claims** made against an **Insured**.

**Owned/Developed Properties Claim** means any **Claim** arising from the **Insured's Wrongful Act** involving a real property in which any **Insured** has a direct or indirect beneficial ownership interest or a real property that was constructed or developed by any **Insured** or a related entity.

**Pollutants Disclosure Claim** means any **Claim** arising from the **Insured's** unintentional failure to disclose the existence of any **Pollutants**, resulting solely from the performance of, or failure to perform **Professional Services** by any **Insured**.

3. **SECTION III - EXCLUSIONS** is amended by adding the following:

failure of any real or personal property to have at any point or points in time realized any projected, estimated, represented, warranted or guaranteed economic value;

real estate development or construction activities unless listed in the definition of professional services;

services performed by any **Insured** as:

- a. an attorney;
- b. an accountant;
- c. an insurance agent or broker;
- d. a financial consultant, investment advisor, securities broker or dealer;
- e. an architect or engineer;
- f. a title agent or abstractor;
- g. an escrow agent;
- h. a real estate appraiser unless listed in the definition of professional services;
- i. a home inspector unless listed in the definition of professional services;
- j. a mortgage banker; or
- k. a mortgage broker unless listed in the definition of professional services;

notary services performed in the absence of the person whose signature is being notarized;

placement, maintenance or negotiation of insurance or reinsurance;

commingling of, inability or failure to safeguard funds;

bankruptcy, insolvency, receivership, liquidation and/or cessation of operations of any entity, fund or bank to meet any financial obligations.

4. **SECTION III - EXCLUSIONS** Paragraph E. is deleted in its entirety and replaced with:

E. Any Employment Practices liability including but not limited to wrongful termination, unlawful employment discrimination, sexual harassment of an employee or retaliatory treatment against an employee.

5. **SECTION III - EXCLUSIONS** Paragraph I. does not apply to any **Pollutants Disclosure Claim**.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOCK BOX SUBLIMIT AND OPEN HOUSE SUBLIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

1. LIMITS OF INSURANCE Sublimit Schedule:

<b>SUBLIMITS OF LIABILITY</b>	
<b>Lock Box Claim</b>	\$500,000
<b>Open House Claim</b>	\$500,000

Each Sublimit shown in the Schedule above shall be the maximum amount of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** first made against the **Insured** during the **Policy Period** and any Extended Reporting Period (if applicable), with respect to the type of **Claim** to which the Sublimit applies. Each Sublimit shall be part of, and not in addition to, the Limits of Liability for all **Claims** under this Policy and shall in no way serve to increase the Limits of Liability for all **Claims**. All payments made by the **Company** pursuant to coverage provided by this Endorsement shall be subject to the **Retention** as stated in the Declarations.

2. **SECTION II - DEFINITIONS** is amended by adding the following:

**Lock Box Claim** means any **Claim** arising from a **Wrongful Act** in the **Insured's** performance of or failure to perform **Professional Services** in the distribution, maintenance, operation, or use of a lock box at any property owned, occupied, leased, or under the control of an **Insured**.

**Open House Claim** means any **Claim** arising from a **Wrongful Act** in the **Insured's** showing of a listed property during a designated time period where potential buyers have the opportunity to view and inspect such property that is listed for sale, rent, lease, or auction while in the care, custody, or control of the **Insured**.

3. **SECTION III - EXCLUSIONS** subsections **B.** does not apply to any **Lock Box Claim** or **Open House Claim**.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RETENTION REDUCTION FOR MEDIATION**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

**SECTION IV - LIMITS OF INSURANCE**, Paragraph **B. Retention**, is amended by the addition of the following:

If the **Company** asks, and the **Insured** agrees, to use mediation to resolve a **Claim**, and if that **Claim** is resolved by mediation, the **Retention** applicable for that **Claim** will be reduced by fifty percent (50%), subject to a maximum reduction of \$5,000.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.