



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:



1348 Old Dixie Highway,
Homestead,
Florida 33030,
United States of America

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE
NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

CERTIFICATE PROVISIONS

- 1. Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- 2. Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- 3. Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters 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 their 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- 5. Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- 6. Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- 7. Claims.** All claims and other enquiries shall be addressed to the Correspondent.
- 8. Complaints.** All complaints must be referred in the first instance to the Correspondent and, if no satisfaction is obtained, complaints can be referred to the Complaints Department, Lloyd's One Lime Street, London, EC3M 7HA, UK ' +44 (0)20 7327 1000 www.lloyds.com.
- 9.** Where the Correspondent deals with the insured through a retail agent, in respect of any claims referred by the insured to the Correspondent, the Correspondent acts as agent for the Underwriters and not the insured.

10. Lloyd's is regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS, Tel +44207066 1000, www.fsa.gov.uk.

11. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

INSURANCE BROKERS AND AGENTS ERRORS AND OMISSIONS INSURANCE

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA2868)

1. **Policy No:** {Response}

2. **Name and Address of Assured:**

{Response}
{Response}
{Response}
{Response}
{Response}
{Response}
{Response}

3. **Period of Insurance:**

From: {Response}

To: {Response}

both days at 12.01 a.m. Standard Time at address of Assured stated above

4. **Limits of Liability and Deductible:**

A. The liability of Underwriters for "each Claim", including Claims Expenses, which is first made against the Assured during the Policy Period shall not exceed {Response}

and subject to that limit for each Claim the total of Underwriters' liability for all Claims, including Claims Expenses, first made against the Assured during the Policy Period shall not exceed in the "aggregate" {Response}

B. The Limit of Liability afforded under the policy shall be subject to a deductible amount of:

(i) US\$ {Response} which shall be applicable to "each Claim" and shall be inclusive of "Claims Expenses" limited to

(ii) US\$ {Response} which shall be applicable to all claims first made against the Assured during the Policy Period and shall be inclusive of "claims expenses". Upon exhaustion of this aggregate deductible, the following "each claim" deductible amount applies:

(iii) US\$ 0 which shall be applicable to "each claim" and shall be inclusive of claims expenses

5. **Retroactive Date:** {Response}

6. **Notice of Claim to:**

Modern Insurance Consultants, LLC
1348 Old Dixie Hwy
Homestead, FL 33030
Attn: Mark Lann

7. **Notice of Election:**

Modern Insurance Consultants, LLC
1348 Old Dixie Hwy
Homestead, FL 33030

8. Designee for Service of Suit:

Wilson Elser Moskowitz Edelman & Dicker LLP
150 East 42nd Street
New York, NY 10017-5639
Attention: Thomas J. Wilson Jr.

9. Date of Application: {Response}

10. Forms attached hereto and special conditions:

NMA 1477 - Radioactive Contamination Exclusion Clause
NMA 2918 – War & Terrorism Exclusion
623AFB00082 – Premium Payment Warranty

11. Premium:

{Response}
{Response}
{Response}
{Response}
{Response}
{Response}

12. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.

Percentage: 100.00%

Dated this {response} day of {response}

by: 
Correspondent

SL Stamp goes here
SL Stamp goes here

(This is LSW1662 for FL accounts)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

INSURANCE BROKERS AND AGENTS ERRORS AND OMISSIONS INSURANCE

NOTICE: THIS IS A CLAIMS MADE POLICY

EXCEPT TO SUCH EXTENT AS MAY BE PROVIDED OTHERWISE HEREIN, THIS POLICY IS LIMITED TO INDEMNITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE ASSURED WHILE THE INSURANCE IS IN FORCE THAT ARISE FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS COMMITTED ON OR AFTER THE RETROACTIVE DATE (if applicable) AND BEFORE THE END OF THE POLICY PERIOD. PLEASE REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium and the undertaking of the Assured to pay the deductible as described herein and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the Limits of Liability shown in the Schedule, and subject to all the terms of this Insurance, Underwriters agree with the Assured as follows.

INSURING AGREEMENTS

1. COVERAGE: CLAIMS MADE PROVISION:

A. PROFESSIONAL SERVICES COVERAGE

The Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of any negligent act, error or omission committed or alleged to have been committed by the Assured or by any person, including an independent contractor, for whose negligent acts, errors or omissions the Assured is legally responsible which arise out of the conduct of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents, provided always that:

- (a) a Claim is first made against the Assured during the Policy Period by reason of such negligent act, error or omission, and
- (b) the Assured has no knowledge, on or prior to the effective date of this Policy, that such negligent act, error or omission may give rise to a Claim against the Assured, and
- (c) the Assured has not given notice of such negligent act, error or omission to the insurer of any other policy in force prior to the inception date of this Policy.

B. PERSONAL INJURY COVERAGE

The Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of any negligent act, error or omission committed or alleged to have been committed by the Assured or any person, including an independent contractor, for whose negligent acts, errors or omissions the Assured is legally responsible which arise out of the conduct of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents, that results in:

1. Defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. Misappropriation of any name or likeness for commercial advantage;
3. Invasion of or interference with the right to privacy or publicity, including but not limited to false light, public disclosure of private facts, intrusion and invasion; or
4. False arrest, detention or imprisonment;

Provided always that:

- (a) a Claim is first made against the Assured during the Policy Period by reason of such negligent act, error or omission, and
- (b) the Assured has no knowledge, on or prior to the effective date of this Policy, that such negligent act, error or omission may give rise to a Claim against the Assured, and
- (c) the Assured has not given notice of such negligent act, error or omission to the insurer of any other policy in force prior to the inception date of this Policy.

C. COMPUTER NETWORK SECURITY COVERAGE

The Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of any negligent act, error or omission committed or alleged to have been committed by the Assured or any person, including an independent contractor, for whose negligent acts, errors or omissions the Assured is legally responsible which arise out of the conduct of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents, that results in:

- 1. the inability of a third party, who is authorized to do so, to gain access to Computer Systems;
- 2. the failure to prevent Unauthorized Access to Computer Systems that results in:
 - a. the destruction, deletion or corruption of electronic data on Computer Systems;
 - b. Theft of Data from Computer Systems; or
 - c. denial of service attacks against Internet sites or computers; or
- 3. the failure to prevent transmission of Malicious Code from Computer Systems to third party computers and systems;

Provided always that:

- a. a Claim is first made against the Assured during the Policy Period by reason of such negligent act, error or omission, and
- b. the Assured has no knowledge, on or prior to the effective date of this Policy, that such negligent act, error or omission may give rise to a Claim against the Assured, and
- c. the Assured has not given notice of such negligent act, error or omission to the insurer of any other policy in force prior to the inception date of this Policy.

2. LIMITS OF LIABILITY:

The liability of Underwriters for each Claim made during the Policy Period, including Claims Expenses, shall not exceed the amount stated in the Schedule for "each Claim". Subject to that limit for each Claim, the total Limit of Underwriters' Liability for all Claims made during the Policy Period, including Claims Expenses, shall never exceed the amount stated in the Schedule as "aggregate". The inclusion herein of more than one Assured or the making of Claims or the bringing of suits by more than one person or organisation, shall not operate to increase the Limit of Underwriters' Liability for each Claim or in the aggregate.

3. DEDUCTIBLE:

The deductible amount stated in Item 4.B.(i) of the Schedule shall be paid by the Named Assured, shall be applicable to each claim, and shall include claim payments and claims expenses, whether or not claim payment is made. Except as stated below, the aggregate deductible amount stated in Item 4.B.(ii) of the Schedule is the total maximum aggregate deductible payable by the Named Assured for all claims under this Policy, and shall include claim payments and claims expenses, whether or not claim payment is made.

In the event the deductible amount stated in Item 4.B.(ii) of the Schedule is exhausted by claims under this Policy, the deductible amount stated in Item 4.B.(iii) of the Schedule shall be applicable to each subsequent claim, and shall include claim payments and claims expenses, whether or not claim payment is made. If because of partial erosion, the remaining balance of the deductible amount stated in Item 4.B.(ii) of the Schedule is less than the deductible amount stated in Item 4.B.(iii) of the Schedule, then the deductible amount stated in Item 4.B.(iii) of the Schedule shall apply to each subsequent Claim

4. DEFENSE AND SETTLEMENT:

- (a) The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any Claim against the Assured seeking damages which are payable under the terms of this Policy, even if any of the allegations of the Claim are groundless, false or fraudulent.
- (b) When Underwriters defend a Claim, they will pay Claims Expenses incurred with their prior written consent. The Limit of Liability available to pay damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Damages and Claims Expenses shall be applied against the deductible.
- (c) The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and with respect to coverage.
- (d) The Assured shall not admit liability for or settle any Claim or incur any Claims Expenses in connection therewith without the written consent of the Underwriters.
- (e) The Underwriters shall not settle any Claim without the consent of the Assured. If however, the Assured shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the Claim, the Underwriters' liability for any Damages and Claims Expenses shall not exceed:
 - (i) amount for which the Claim could have been settled, less the remaining Deductible, plus the Claims Expenses incurred up to the time of such refusal, and
 - (ii) thirty percent (30%) of any settlement amounts and Claims Expenses in excess of the amounts detailed in 1. above so long as the other seventy percent (70%) of such settlements amounts and Claims Expenses are borne by the Assured at their own risk and uninsured,or the applicable Limit of Liability, whichever is less.
- (f) It is further provided that the Underwriters shall not be obligated to pay any damages or Claims Expenses, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of damages and/or Claims Expenses or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Assured.

5. SUPPLEMENTARY PAYMENTS:

All payments made under this Clause are not subject to the deductible and are payable by the Underwriters in addition to the Limits of Liability.

(a) Defendants Reimbursement

Upon the Underwriter's request, the Assured shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a Claim. After the first three (3) days attendance required for each Claim, the Underwriters shall reimburse the Assured, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$400 for each day in the aggregate for all Assureds subject to a maximum amount of \$7,500 for each Claim.

(b) Disciplinary Proceedings Reimbursement

Underwriters will reimburse the Assured, upon written request, for legal fees and expenses up to \$7,500 in the aggregate for the Period of Insurance, incurred by the Assured with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the Assured during the Period of Insurance provided that the disciplinary proceeding:

- (i) arises out of the conduct of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents; and
- (ii) is reported to the Underwriters during the Period of Insurance.

After the Underwriters have paid \$7,500 under this clause, the Underwriters shall not be obligated to pay any further legal fees and expenses.

DEFINITIONS

1. THE ASSURED:

The unqualified word "Assured" whenever used in this Policy means:

- (a) the individual, partnership or corporation designated as the Assured in the Schedule:
- (b) any partner, executive officer, director, or salaried employee, including an independent contractor, of the Assured while acting within the scope of his duties as such:
- (c) any former partner, executive officer, director or salaried employee of the Assured for acts committed while acting within the scope of his duties as such,
- (d) the lawful spouse of any of the persons set forth in the above provisions (b) or (c) of this definition, but only to the extent the spouse is a party to any Claim solely in the capacity as spouse of any such persons and only for the purposes of any Claim seeking damages recoverable from marital community property, property jointly held by any such person and the spouse, or property transferred from any such person to the spouse.
- (e) the estate, heirs, executors, administrators, assigns and legal representatives of any Assured in the event of such Assured's death, incapacity, insolvency or bankruptcy, but only to the extent that such Assured would otherwise be provided coverage under this insurance.

2. POLICY PERIOD:

The term "Policy Period" whenever used in this Policy shall mean the period from the inception date of this policy to the expiration date as set forth in the Schedule or its earlier termination date, if any.

3. CLAIM:

The unqualified word "Claim" whenever used in this Policy shall mean a written demand received by the Assured for money or services, including the service of suit or demand for arbitration against the Assured. The filing of suit, or the filing of demand for arbitration, shall not constitute a Claim within the meaning of the policy.

4. CLAIMS EXPENSES:

"Claims Expenses" means:

- (a) fees charged by an attorney designated by Underwriters,
- (b) all other fees, costs and expenses incurred by Underwriters in the investigation, adjustment, defense and appeal of a Claim, and

- (c) the reasonable fees charged by an attorney designated by the Assured with the written consent of Underwriters.

5. DAMAGES:

- a) "Damages" means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon.
- b) The term Damages shall not include:
- c) future royalties or future profits, restitution, disgorgement or unjust enrichment of profits by an Insured, or the costs of complying with orders granting injunctive or equitable relief;
- d) return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
- e) punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed; or
- f) any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;
- g) discounts, coupons, prizes, awards or other incentives offered to the Assured's customers or clients;
- h) any amounts for which the Insured is not liable, or for which there is no legal recourse against the Insured; or
- i) matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

6. COMPUTER SYSTEMS:

"Computer Systems" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

- (a) operated by and either owned by or leased to the Assured; or
- (b) operated by a third party service provider and used for the purpose of providing hosted computer application services to the Assured or for processing, maintaining, hosting or storing the Assured's electronic data, pursuant to written contract with the Assured for such services.

7. MALICIOUS CODE:

"Malicious Code" means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.

8. THEFT OF DATA:

"Theft of Data" means the unauthorized taking, misuse or disclosure of information on Computer Systems, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

9. UNAUTHORIZED ACCESS:

"Unauthorized Access" means:

- (a) the use of or access to Computer Systems by a person not authorized to do so by the Assured; or
- (b) the authorized use or access to Computer Systems in a manner not authorized by the Assured.

EXCLUSIONS

The Insuring Agreements and all other provisions of this Policy shall not provide indemnity or Claims Expenses for Claims:

1. Arising out of any dishonest, fraudulent, criminal or malicious act committed or alleged to have been committed by, or at the direction of the Assured, however Underwriters agree to reimburse Claims Expenses incurred defending the Claim that would have been payable under this policy if, after final adjudication, judgment or binding arbitration decision, allegations of such conduct are not proven.
2. Arising out of any Assured acting in his capacity as a principal, partner, director and/or officer of any entity other than the Assured; however this exclusion shall not apply if the Claim arises out of professional activities by an Assured rendered to such entity as a client.
3. For bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, including the loss of use thereof,
4. For or arising out of any actual or alleged:
 - (a) infringement or misappropriation of any intellectual property right, including but not limited to infringement of patent, copyright, title, trademark, service mark, design, trade dress or misappropriation of trade secret; or
 - (b) plagiarism, piracy or misappropriation of ideas under implied contract;
5. Arising out of the commingling of monies or accounts, or loss of monies received by the Assured or credited to the Assured's account,
6. Arising out of, due to or involving directly or indirectly the insolvency, receivership, bankruptcy liquidation or financial inability to pay, by any Insurance Company, Agent, Broker or intermediary with which the Assured has placed or obtained coverage for a client or an account.

However, the above exclusion does not apply to loss that result from Insolvency of any insurer rated A- or better by A.M. Best Company on the date of coverage placement.

Date of coverage placement means the latest of the following dates:

- a) the date the Assured first binds insurance coverage with any Insurer on behalf of any person or organization making the Claim or bringing the suit.
 - b) the date the Assured last binds renewal insurance coverage with any Insurer on behalf of any person or organization making the Claim or bringing the suit.
7. By any entity or individual which is owned more than 15% by an Assured or is wholly or partially operated or managed by the Assured or which wholly or partially owns, operates or manages the Assured, or which is wholly or partially under the same common ownership, operation or management as the Assured.
 8. By any insurer arising out of any alleged negligent act, error or omission by the Assured in their capacity as Insurance Agents or General Insurance Agents of that Insurer, unless that Insurer has obtained a judgement against the Assured in any court in respect of that Claim.
 9. That took place, or is alleged to have taken place, prior to the retroactive date as set forth in Item 5. of the Schedule.
 10. Directly or indirectly out of, or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

However this exclusion shall not apply if the Claim arises out of the Assureds professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents.

11. Directly or indirectly, is for, based upon, relates to or arises out of:
- (a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
 - (b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.
 - (c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

Underwriters will have no duty or obligation to defend any Assured with respect to any Claim or governmental or regulatory order, requirement, directive, mandate or decree, which either in whole or in part, directly or indirectly, is for, based upon, relates to or arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

However, this exclusion shall not apply if the Claim arises out of the Assureds professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents.

12. Arising out of or in any way involving any Claim, loss, liability or expense related to any litigation, proceeding or investigation arising out of or in any way involving any actual or alleged falsification of an offer to provide insurance coverage.
13. Arising out of or in any way involving:
- (a) any incentive or contingent commission agreements, or any other arrangements, however denominated, providing additional compensation based upon the volume, renewal or profitability of business placed with an insurer or any other party; or
 - (b) any allegation that the Assured's recommendation or selection of an insurer was influenced by any of the agreements or arrangements referred to in paragraph (a) above.
14. Arising out of, or resulting from any liability or obligation of the Assured under any contract or agreement, either oral or written, including but not limited to any warranties, representations, liquidated damages or guarantees, except and only to the extent the Assured would have been liable in the absence of such contract or agreement;
15. Arising out of, or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time; however this exclusion shall not apply if such delay or failure to deliver or perform is a consequence of a negligent act, error or omission committed during the course of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents if the Assured has made diligent efforts to deliver or perform such professional activities;
16. Arising out of or resulting from:
- (a) inaccurate, inadequate, or incomplete description of the price of the Assured's goods, products or services;
 - (b) cost guarantees, cost representations, contract price estimates of probable costs or cost estimates actually or allegedly exceeded;
 - (c) the failure of the Assured's goods, products or services to conform with any represented quality or performance contained in advertising; or

- (d) any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
17. Arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, violation of consumer protection laws (except consumer privacy protection laws for Claims under Insuring Clause C.) or false, deceptive or unfair trade practices;
 18. Brought by or on behalf of any governmental entity, quasi-governmental entity or other regulatory entity, in such entity's regulatory or official capacity provided, however that this exclusion shall not apply to a Claim brought by a governmental entity in its capacity as a customer or client of the Assured;
 19. Arising out of any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the forgoing, whether such law is statutory, regulatory or common law;
 20. Arising out of any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
 21. By or on behalf of one or more Assureds under this Insurance against any other Assured or Assureds under this Insurance;
 22. Arising out of or resulting from:
 - (a) any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such Claim is brought by an employee, former employee, applicant for employment, or relative of such person;
 - (b) any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation;
 - (c) any actual or alleged acts, errors or omission related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any other violation of any provision of the Employee Retirement Income Security Act of 1974, or any similar federal law or legislation of any state, province, or other jurisdiction, or any amendment to any Act or any violation for any regulation, ruling or order issued pursuant to the Act or such similar laws or legislation;

Provided, that Exclusions (a) to (c) above shall only apply to the Assured's capacity as an employer;

23. Arising out of or resulting from:
 - (a) any actual or alleged employment-related discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy; or
 - (b) any actual or alleged act, error or omission or breach of duty by any director or officer in the discharge of their duty if the Claim is brought by the Assured, or any directors, officers, stockholders, or employees of the Assured in his or her capacity as such;
24. Arising out of any failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;

25. Either in whole or in part, directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
26. Either in whole or in part, directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving the actual, alleged, or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the Assured or anyone acting under the direction or control of the Assured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

CONDITIONS

1. ASSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT:

- (a) If any Claim is made against the Assured, the Assured shall immediately forward to Underwriters through persons named in Item 6. of the Schedule written notice of such Claim in the form of a teletype, or express or certified mail together with every demand, notice, summons or other process received by the Assured or the Assured's representative.
- (b) If during the Policy Period the Assured first becomes aware of any circumstance that could reasonably be the basis for a Claim it must give written notice to Underwriters in the form of a teletype, or express or certified mail through persons named in Item 6. of the Schedule as soon as practicable during the Period of Insurance of:
 - i) the specific details of the act, error or omission in the provision of the Assured's professional activities as Insurance Brokers, Insurance Agents or General Insurance Agents that could reasonably be the basis for a Claim;
 - ii) the injury or damage which may result or has resulted from the circumstance; and
 - iii) the facts by which the Assured first became aware of the act, error or omission.

Any subsequent Claim made against the Assured arising out of such circumstance who is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to Underwriters.

- (c) A Claim shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a teletype, or express or certified mail through persons named in Item 6. of the Schedule of the Claim or of an act, error, or omission, which could reasonably be expected to give rise to a Claim if provided in compliance with Section B above.
- (d) In the event of non-renewal of this Insurance by the Underwriters, the Assured shall have thirty (30) days from the expiration date of the Period of Insurance to notify Underwriters of Claims made against the Assured during the Policy Period which arise out of acts, errors, or omissions committed prior to the termination date of the Period of Insurance and otherwise covered by this Insurance.
- (e) If any Assured shall make any Claim under this Policy knowing such Claim to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

2. SUBROGATION:

In the event of any payment under this Policy, Underwriters shall be subrogated to all the Assured's right of recovery therefore against any person or organisation and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Assured shall do nothing to prejudice such rights.

3. ACTION AGAINST UNDERWRITERS:

No action shall lie against Underwriters unless, as a condition precedent thereto, the Assured shall have fully complied with all the terms of this Policy, nor until the amount of the Assured's obligation to pay shall have been fully and finally determined, either by judgement against the Assured after actual trial, or by written agreement of the Assured, the claimant and Underwriters.

4. FALSE OR FRAUDULENT CLAIMS:

If the Assured shall proffer any Claim knowing same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become null and void and all coverage hereunder shall be forfeited.

5. APPLICATION:

By acceptance of this Policy the Assured agrees that the statements in the application are his representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between himself and Underwriters, or any of its agents, relating to this Insurance.

6. OTHER INSURANCE:

Subject to the limitation of coverage as set forth in Insuring Agreement 1.A.(b), 1.B.(b) and 1.C.(b) regarding the application of a prior policy or policies, this Insurance is in excess of the amount of the applicable deductible of this Policy and any other valid and collectible insurance available to the Assured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

7. ASSIGNMENT:

Assignment of interest under this Policy shall not bind Underwriters until their consent is endorsed hereon. In the event of the death or incompetency of the Assured this Policy shall cover the Assured for any Claims first made against the Assured or its legal representatives during the Policy Period and which would otherwise be covered by this Policy.

8. CANCELLATION:

- (a) This Policy may be cancelled by the Assured by surrender thereof to Underwriters or by mailing to Underwriters through the entity named in Item 7. of the Schedule written notice stating when thereafter the cancellation shall be effective. The Underwriters may cancel this Insurance by mailing to the Assured at the address shown in the Schedule written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Underwriters cancel this Policy because the Assured has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the Assured at the address shown in the Schedule stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery (where permitted by law) of such written notice either by the Assured or by the Underwriters shall be equivalent to mailing.
- (b) If the Assured cancels this Insurance, the earned premium shall be computed in accordance with the attached short rate table and procedure.
- (c) If the Underwriters cancel this Insurance prior to any Claim being reported under this Policy, earned premium shall be computed pro rata.
- (d) The premium shall be deemed fully earned if any Claim under this Policy is reported to Underwriters on or before the date of cancellation.
- (e) Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. MERGERS AND ACQUISITIONS

The Assured shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition by or of the Assured and Underwriters expressly reserve the right to demand a premium adjustment if this Policy is to remain in force subsequent to any merger or acquisition.

10. SERVICE OF SUIT:

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the designee named in Item 8. of the Schedule and that in any suit instituted against any one of them upon this Contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon 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 their 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 Assured or any beneficiary hereunder arising out of this Contract of Insurance, and hereby designates the above-named as the person to whom said officer is authorised to mail such process or a true copy thereof.

11. OPTION TO EXTEND CLAIMS REPORTING PERIOD

If the Underwriters or the Assured shall cancel this Policy or terminate it by refusing to renew, for reasons other than the Assured's non-payment of premium and/or deductible amount or non-compliance with the terms and conditions of this Policy, then the Assured upon payment of the additional premium set forth below in full and not proportionally shall have the option to extend the claims reporting period, subject otherwise to its TERMS, LIMITS OF LIABILITY, EXCLUSIONS and CONDITIONS to apply to CLAIMS FIRST MADE AGAINST THE ASSURED DURING the OPTIONAL EXTENSION PERIOD set forth below following immediately upon the effective date of such cancellation or non-renewal, but only by reason of any act, error or omission in professional services rendered on or after the Retroactive Date and before the end of the Policy Period and otherwise covered under this Insurance. This interval shall be hereinafter referred to as the OPTIONAL EXTENSION PERIOD.

<u>Premium:</u>	<u>Optional Extension Period:</u>
100% of the premium set forth in Item 11. of the Schedule	12 months
150% of the premium set forth in Item 11. of the Schedule	24 months
175% of the premium set forth in Item 11. of the Schedule	36 months

This OPTIONAL EXTENSION PERIOD shall not be available when any Assured's licence or right to practice his profession is revoked, suspended or surrendered.

The quotation of a different premium and/or deductible and/or Limit of Liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

As a condition precedent to the Assured's right to purchase the OPTIONAL EXTENSION PERIOD coverage, the full annual premium of this Policy and any deductibles that are due must have been paid to Underwriters.

The Assured's right to purchase the OPTIONAL EXTENSION PERIOD coverage must be exercised by notice in writing not later than 30 days after the cancellation or termination date of this Policy AND MUST INCLUDE PAYMENT OF PREMIUM FOR THE OPTIONAL EXTENSION PERIOD, as well as payment of all premiums and/or deductibles due to the Underwriters. If such notice and premium payment is not given to the Underwriters, the Assured shall not at a later date be able to exercise such right.

At the commencement of any OPTIONAL EXTENSION PERIOD, the entire premium therefore shall be deemed earned, and in the event the Assured terminates the OPTIONAL EXTENSION PERIOD before its term for any reason, the Underwriters shall not be liable to return to the Assured any portion of the premium paid for the OPTIONAL EXTENSION PERIOD.

The fact that the period during which Claims may be first made against the Assured under this Policy is extended by virtue of the OPTIONAL EXTENSION PERIOD shall not in any way increase the Limits of Liability of this Policy.