



GENERAL STAR INDEMNITY COMPANY
120 Long Ridge Road
STAMFORD, CONNECTICUT 06902-1843
(administrative office)
(A stock insurance company, herein called the Company)

NOTICE

THIS IS A CLAIMS MADE AND REPORTED FORM

TITLE INSURANCE AGENTS PROFESSIONAL LIABILITY POLICY

THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** FROM **PROFESSIONAL SERVICES** THAT ARISE FROM **WRONGFUL ACT(S)** OR **PERSONAL INJURY(IES)** TAKING PLACE ON OR AFTER THE **RETROACTIVE DATE** STATED ON THE **DECLARATIONS PAGE** AND WHICH ARE FIRST MADE AGAINST AN **INSURED** DURING THE **POLICY PERIOD** AND FIRST REPORTED TO THE COMPANY DURING THE **POLICY PERIOD** OR WITHIN THIRTY (30) DAYS FOLLOWING THE NATURAL EXPIRATION OF THE POLICY OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS.

WHAT TO DO IN CASE OF A CLAIM

In the event an **Insured** directly or indirectly becomes involved in a professional liability **Claim**, they should immediately report the details in writing to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Fax: 866-464-3678
or
E-Mail: GStarClaims@generalstar.com
Attn: Professional Liability Claims

Note: Failure to promptly report a **Claim** could jeopardize coverage.

TABLE OF CONTENTS

SECTION I. – COVERAGES.....3

SECTION II. – DEFINITIONS.....6

SECTION III. – EXCLUSIONS.....11

SECTION IV. – INNOCENT INSURED.....15

SECTION V. – TERRITORY.....15

SECTION VI. – LIMITS OF LIABILITY AND DEDUCTIBLE.....15

SECTION VII. – CLAIMS.....16

SECTION VIII. – EXTENDED REPORTING PERIODS.....18

SECTION IX. – OTHER CONDITIONS.....20

SPECIMEN

IMPORTANT

This Policy is not effective unless a **DECLARATIONS PAGE** is issued.

Those words other than the captions, which are printed in boldface, are defined in this Policy. Refer to **Section II - DEFINITIONS**.

In consideration of the payment of premium, the Company agrees, subject to all of the terms, conditions and exclusions of this Policy to provide coverage as follows:

SECTION I. – COVERAGES

A. Insuring Agreements

The Company shall pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** resulting from any **Claim** first made against the **Insured** during the **Policy Period** and first reported to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or during any applicable Extended Reporting Period, arising from a **Wrongful Act** or **Personal Injury** committed by the **Insured**, provided that:

1. The **Wrongful Act** or **Personal Injury** occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
2. Prior to the effective date of this Policy, or the effective date of any Policy issued by the Company to which this Policy is a continuous renewal or replacement, no **Insured** had knowledge of any **Wrongful Act** or **Personal Injury**.

B. Defense, Settlement and Investigation of Claims

The Company shall have the right and duty to defend, investigate and, with the consent of the **Insured**, settle any **Claim** seeking **Damages** to which this Policy applies even if any allegations are groundless, false or fraudulent. However, the Company shall have no duty to defend any **Insured** against any **Claim** seeking solely **Damages** to which this insurance does not apply. The Company reserves the right to recoup and seek reimbursement for any and all **Claim Expenses** incurred in providing a defense for a **Claim**, or that portion of a **Claim**, that is subsequently determined by a court of law not to be covered.

Coverage under this Policy applies pursuant to the following provisions:

1. The **Insured** has the right to select defense counsel from the Company's preapproved panel counsel subject to the written consent of the Company.
2. The Company shall have the right to make any investigation it deems necessary and, with the consent of the **Insured**, make any settlement of a **Claim** covered by this Policy. The Company's total liability under this Policy shall never exceed the applicable Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE**.

C. Coverage Extensions

1. **Action(s) by the Consumer Financial Protection Bureau (CFPB)**
 - a. The Company shall pay the **Named Insured** for reasonable attorney fees and other costs, expenses or fees incurred by the **Insured** resulting from any **Action by the CFPB** arising out of a **Wrongful Act** or **Personal Injury** in the rendering of or failure to render **Professional Services** first occurring and reported to the Company in writing during the **Policy Period** and covered under this Policy. However, reasonable attorney fees and other costs, expenses or fees shall not apply to any sum or amount paid or owed to the CFPB, including any judgment, award, settlement, fines, penalties or sanctions.

For purposes of this Coverage Extension, the **Professional Services** giving rise to an **Action by the CFPB** shall apply to paragraph **A.** of **SECTION I. – COVERAGES** in the same manner as a **Wrongful Act** or **Personal Injury**.

- b. The most the Company shall pay the **Named Insured** for all attorney fees and other costs, expenses or fees resulting from all covered **Actions by the CFPB** is \$200,000 per **Policy Period**. Such payments pursuant to this Coverage Extension shall be in addition to the Limits of Liability as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

2. Disciplinary Proceedings

- a. Upon submission to the Company of satisfactory written proof of payment, the Company shall reimburse the **Named Insured**, up to twenty-five thousand dollars \$25,000. in the aggregate for reasonable and necessary legal fees and legal expenses incurred on behalf of an **Insured** in response to a **Disciplinary Proceeding** first initiated against the **Insured** during the **Policy Period** and first reported to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or during any applicable Extended Reporting Period, provided that:
 - (1) The **Wrongful Act** or **Personal Injury** giving rise to a **Disciplinary Proceeding** occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**;
 - (2) Prior to the effective date of this Policy, or the effective date of any Policy issued by the Company to which this Policy is a continuous renewal or replacement, the **Insured** had no knowledge of any **Wrongful Act** or **Personal Injury** in connection with a **Disciplinary Proceeding** being asserted against an **Insured**; and
 - (3) The **Named Insured** shall give the **Company** written notice as soon as practicable of any **Disciplinary Proceeding** first initiated against the **Insured** during the **Policy Period** and first reported to the Company during the Policy Period or within thirty (30) days following the natural expiration of the Policy, or during any applicable Extended Reporting Period.
- b. No reimbursement pursuant to this section shall be made for any amounts other than for reasonable and necessary legal fees and legal expenses incurred in connection with any such **Disciplinary Proceeding** and no coverage shall be afforded for the payment of any taxes; criminal or civil fines; penalties or sanctions; registration or licensing fees; or any monetary assessment, judgment, award, or settlement of any type or kind.
- c. The Company's maximum reimbursement for any or all **Disciplinary Proceedings** under **SECTION I. – COVERAGES**, subparagraph **C.2.** for the **Policy Period** is twenty-five thousand dollars (\$25,000.00) in the aggregate regardless of the number **Disciplinary Proceedings** or **Insureds** against whom a **Disciplinary Proceeding** is initiated.
- d. Reimbursement to the **Named Insured** pursuant to this section shall be in addition to the Limits of Liability as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

3. Employee Dishonest Acts Coverage

a. Employee Dishonesty Other Than Loss of Money

The Company shall pay or pay on behalf of the **Named Insured** direct loss of or damage to the personal property of the **Named Insured** or the personal property of clients held in the **Insured's** care, custody and control, other than loss of **Money**, resulting from **Dishonest Acts** first occurring and reported to the Company in writing during the **Policy Period** involving a real estate property transaction(s) committed by any **Employee** whether acting alone or in collusion with other persons. The **Named Insured** must provide documented evidence as proof of the loss or damage to such covered personal property.

For purposes of this Coverage Extension, **Dishonest Acts** shall apply to paragraph **A.** of **SECTION I. – COVERAGES** in the same manner as a **Wrongful Act**.

b. Fraud, Theft or Misappropriation of Money From Real Estate Related Escrow Funds or Accounts

The Company shall pay the **Named Insured** for direct loss of **Money** from the **Named Insured's** escrow funds or accounts, including but not limited to **Money** at a financial institution, that are used to purchase, sell or finance real estate property transaction(s) but only if such direct loss of **Money** results from:

(1) Dishonest Acts;

(2) Theft, stealing, conversion or embezzlement of Money;

(3) Improper or unauthorized deposit, withdrawal, transfer or delivery or use, or other misappropriation of Money,

first occurring and reported to the Company in writing during the **Policy Period** committed by an **Employee** whether acting alone or in collusion with other persons. The **Named Insured** must provide documented evidence as proof of the loss of **Money**. For purposes of this Coverage Extension, acts stated in subparagraphs **b. (1), (2) and (3)** above shall apply to paragraph **A.** of **SECTION I. – COVERAGES** in the same manner as a **Wrongful Act**.

c. The Company shall not pay under this Coverage Extension any taxes; criminal or civil fines; penalties or sanctions; or any monetary assessment, judgment, award, or settlement of any type or kind.

d. The most the Company shall pay for all loss and damage under subparagraphs **a.** and **b.** combined for the **Policy Period** is \$25,000. Such payments pursuant to this Coverage Extension shall be in addition to the Limits of Liability as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

4. Loss of Earnings and Expense Reimbursement

a. Upon submission to the Company of satisfactory written proof of payment, the Company shall reimburse the **Named Insured** for all reasonable and necessary expenses paid by the **Named Insured** to an **Insured** for attendance, at the Company's written request, at any arbitration, **Mediation**, deposition, hearing or trial in connection with a **Claim** to which this Policy applies. The **Named Insured** shall submit to the Company a written request for reimbursement of such expenses and written proof of payment of such expenses as soon as practicable, but in no event shall coverage be afforded for such expenses if such written request for reimbursement and written proof of payment is submitted to the Company more than sixty (60) days after incurring such expenses.

b. The Company shall reimburse the **Named Insured** for wages paid to any **Insured** during such **Insured's** attendance at any arbitration, **Mediation**, deposition, hearing or trial at the Company's request in connection with a **Claim** to which this Policy applies up to a maximum of five hundred dollars (\$500.00) per day for each **Insured**.

c. The Company's maximum reimbursement under **SECTION I. – COVERAGES**, subparagraph **C.4.** for the **Policy Period** is ten thousand dollars (\$10,000.00) in the aggregate regardless of the number of arbitrations, **Mediations**, depositions, hearings, or trials or **Insureds** for whom or on whose behalf the **Named Insured** pays expenses under **SECTION I. – COVERAGES**, subparagraph **C.4.a.** or wages under **SECTION I. – COVERAGES**, subparagraph **C.4.b.**

- d. Reimbursement to the **Named Insured** pursuant to this section shall be in addition to the Limits of Liability as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

5. Production of Documents from Subpoenas

The Company shall pay on behalf of the **Named Insured** up to \$25,000 in the aggregate for all **Claims** for reasonable attorney fees and other costs, expenses or fees resulting from a subpoena to an **Insured** for documents or testimony arising out of **Professional Services**, provided that:

- a. The subpoena arises out of a suit to which no **Insured** is a party; and
- b. No **Insured** has been engaged to provide advice or expert testimony, in connection with the suit, nor has any **Insured** been engaged to provide such advice or expert testimony in the past.

Payments pursuant to this Coverage Extension shall be in addition to the Limit of Liability as stated in Item 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**. For purposes of this coverage extension, the **Professional Services** giving rise to the subpoena will apply to Paragraph A. of **SECTION I. – COVERAGES** in the same manner as a **Wrongful Act** or **Personal Injury**.

This coverage extension does not apply to Paragraph 1. **Action(s) by the Consumer Financial Protection Bureau (CFPB)** under **C. Coverage Extensions** of **SECTION I. – COVERAGES**.

6. Professional Reputation Protection

The Company shall reimburse the **Named Insured** up to \$25,000 for each **Claim** and \$25,000 in the aggregate for all **Claims** for **Professional Reputation Protection Expenses** incurred by the **Named Insured** in response to one or more **Reputation Events** first occurring and reported to the Company in writing during the **Policy Period** and covered under this Policy. Reimbursement to the **Named Insured** shall be in addition to the Limit of Liability stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible stated in Item 5. of the **DECLARATIONS PAGE**.

SECTION II. - DEFINITIONS

All words or phrases appearing in boldface print in this Policy, other than the captions, shall have the following meanings:

A. “Action(s) by the Consumer Financial Protection Bureau (CFPB)” means:

1. A subpoena issued to an **Insured** by the CFPB under Section 1052 of Title X of **The Act** for attendance and testimony of witnesses, and/or production of documents or other materials in connection with hearings;
2. A civil investigative demand issued to an **Insured** by the CFPB under Section 1052 of Title X of **The Act** to furnish documentary materials, answers and/or testimony;
3. A hearing or adjudication proceeding with respect to an **Insured** conducted by the CFPB under Section 1053 of Title X of **The Act**; or
4. A civil action commenced against an **Insured** by the CFPB under Section 1054 of Title X of **The Act** seeking to impose a civil penalty or appropriate legal or equitable relief, including an injunction.

B. “Affiliate” means any entity which is related to any **Insured through common ownership, control or management. **Affiliate** shall not include any **Subsidiary**.**

C. “Application” means all signed or unsigned **Applications, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement.**

- D. “Bodily Injury”** means physical injury, sickness, disease or death of any person, and includes emotional distress or mental anguish whether or not accompanied by physical injury, sickness or disease.
- E. “Claim”** means any demand against the **Insured** for money or services, alleging a **Wrongful Act** or **Personal Injury**, whether or not the nature or extent of any **Damages** is known or asserted, including:
1. The service of a suit or any civil proceeding in a court of law or equity, including any appeal therefrom;
 2. Institution of arbitration, **Mediation** or other formal alternative dispute resolution proceeding; or
 3. Any written request to toll or waive the statute of limitations.
- F. “Claim Expenses”** means reasonable and necessary amounts incurred by the Company, or by the **Insured** with the prior written consent of the Company, in the defense of that portion of any **Claim** for which coverage is afforded under this Policy, including but not limited to, attorney’s fees, experts fees, costs of investigation, court costs, costs of bonds to release attachments and similar bonds, and costs of appeals, provided, however, that the Company shall not be obligated to apply for or furnish any such bonds. **Claim Expenses** shall not include regular salary charges of any employee or officer of the Company or any general, supervisory, or consulting counsel retained by the Company, nor any amounts incurred in defense of any criminal actions or proceedings of any type or kind.
- G. “Damages”** means any sums payable by the **Insured** as a result of any **Claim** or **Claims** based on **Wrongful Acts** or **Personal Injuries** and shall include:
1. The monetary portion of any judgment, award or settlement; or
 2. Punitive or exemplary damages to the extent such damages are insurable under the law most favorable to the insurability of such damages of any jurisdiction and venue which have a substantial relationship to the **Insured**, the Company, this Policy, or the **Claim**.
- “**Damages**” shall not include:
1. Taxes, fines or statutory penalties, or sanctions, whether imposed by law or otherwise;
 2. The return, reduction or restitution of fees, expenses, or costs for **Professional Services** performed or to be performed by the **Insured**, or disgorgement by any **Insured** of any sums received by any **Insured** or anyone related to or affiliated with the **Insured**;
 3. Matters uninsurable under the law pursuant to which this Policy is construed, except punitive or exemplary damages;
 4. Future profits, future royalties, costs of licensing, or other costs of obtaining future use; or
 5. The costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief.
- H. “Disciplinary Proceeding(s)”** means any proceeding by an administrative agency, regulatory or disciplinary official, board, association, or agency to investigate charges of professional misconduct in the performance of or failure to perform **Professional Services**. However, a **Disciplinary Proceeding** shall not include any criminal investigation or proceeding.
- I. “Dishonest Acts”** means a dishonest or fraudulent act committed with the apparent intent to cause a **Named Insured** to sustain loss or damage and to obtain financial benefit for the **Employee** or for any other **Employee**, person, or organization. The financial benefit does not include salaries, commissions, bonuses, fees, profit sharing, or other **Employee** benefits.
- J. “Employee”** means:

1. Any natural person:

- a. While in the **Named Insured's** service;
 - b. Compensated by the **Named Insured** directly by salary, wages or commissions; and
 - c. Over whose services the **Named Insured** has the right to direct and control while performing services for the **Named Insured**;
2. Any natural person who is furnished temporarily to the **Named Insured**:
- a. To substitute for a permanent **Employee** as defined in subparagraph 1. above, who is on leave; or
 - b. To meet seasonal or short-term work load conditions,
- while that person is subject to the **Named Insured's** direction and control and performing services for the **Named Insured**; or

3. Any natural person who is a former employee of the **Named Insured** not retained as a consultant;
But **Employee** does not mean:

1. Any current partner, officer, director, trustee, managing member, agent, broker, commissioned merchant, consignee, independent contractor or representative of the same general character; or
2. Any former employee, partner, officer, director, trustee, managing member or representative retained as a consultant while performing services for the **Named Insured**.

K. "**Insured**" means any natural person who was, is or becomes a principal, partner, managing member, officer, director, employee or volunteer of the **Named Insured** or **Subsidiary** of the **Named Insured**. **Insured** shall also include:

1. The **Named Insured**;
2. Any **Subsidiary** of the **Named Insured**;
3. Any past, present or future partner, director, officer, member, board member, or employee of the **Named Insured**;
4. Any independent contractor of the **Named Insured**, but only for **Professional Services** performed within the scope of their engagement on behalf of and at the direction of the **Named Insured**;
5. The lawful spouse or lawful domestic partner of an **Insured**, if named as a co-defendant with such **Insured** solely by reason of such spouse's status as a spouse or such domestic partner's status as a domestic partner, or such spouse's or domestic partner's ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** or **Personal Injury** of such **Insured**;
6. The estate, heirs, executors, administrators, assigns and legal representatives of any such **Insured** in the event of death, incapacity, insolvency or bankruptcy of such **Insured**;
7. A **Joint Venture** in which the **Named Insured** participates as a joint venturer pursuant to a written **Joint Venture** agreement, but only with respect to the liability imposed on the **Named Insured** for its participation in such **Joint Venture** and only with respect to **Wrongful Acts** or **Personal Injuries** committed or allegedly committed by the **Named Insured**. This definition does not extend coverage and no coverage shall be provided for **Damages** or **Claims Expenses** to the **Joint Venture** itself or any other entity or individual that is part of the **Joint Venture**.

L. "**Internet**" means the worldwide public network of computers, which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.

- M. “Joint Venture”** means a joint business endeavor, confirmed in a written agreement, between the **Named Insured** and one or more entities or individuals in which the **Named Insured’s** participation is the performance of **Professional Services**.
- N. “Mediation”** means the voluntary process in which an objective third-party professional mediator, either selected by the parties or pursuant to court order, with the written approval of the Company, intervenes between the parties in an attempt to achieve settlement of the **Claim**. **Mediation** does not include litigation or arbitration.
- O. “Money”** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including:
1. Currency, coins and bank notes in current use and having a face value;
 2. Traveler’s checks, registered checks and money orders held for sale to the public; and
 3. Deposits in the **Named Insured’s** account at a financial institution.
- P. “Named Insured”** means the entity stated in Item 2.a. of the **DECLARATIONS PAGE**.
- Q. “Network Communication System”** means any or all of the components, owned and/or controlled by the **Named Insured**, including computers and software, which combine to enable the **Named Insured’s** computers to communicate electronically with other computer systems.
- R. “Personal Injury(ies)”** means injury, other than **Bodily Injury**, arising out of one or more of the following, committed by any **Insured** or person for whom the **Named Insured** is legally liable, solely in the performance of **Professional Services**:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 4. Oral or written publication of material that slanders, libels, or defames a person or organization, or disparages the goods, products or services of a person or organization; or
 5. Oral or written publication of material that violates a person’s right of privacy.
- S. “Policy Period”** means the period from 12:01 A.M. on the inception date of this Policy, set forth in Item 1 of the **DECLARATIONS PAGE**, at the address of the first **Named Insured**, set forth in Item 2. of the **DECLARATIONS PAGE**, to 12:01 A.M. on the Policy expiration date, stated in Item 1. of the **DECLARATIONS PAGE**, or its earlier cancellation or termination date, if any.
- T. “Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to 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.
- U. Professional Reputation Protection Expenses** mean reasonable fees, costs and expenses for consulting services paid to an external public relations firm or crisis management firm, whose engagement is to limit the adverse effects of negative publicity against the **Named Insured** caused by a **Reputation Event**.
- V. “Professional Services”** means services in connection with the **Named Insured’s** Profession as stated in Item 3. of the **DECLARATIONS PAGE** as performed by or on behalf of the **Named Insured** for others for a fee or other compensation. The **Named Insured’s** Profession shall include one or more of the following services:
1. Title Insurance Agent;

2. Title Abstractor;
3. Title Searcher;
4. Title Opinions;
5. Title Certifications;
6. Escrow Agent;
7. Closing Agent;
8. Settlement Agent;
9. Notary Public;
10. Public Records Searcher (including UCC searches);
11. Corporate Document Searcher;
12. Flood Zone Certifications; and
13. Witness Closer, Mobile Closer or Signing Agent.

W. “Property Damage” means physical loss of or physical damage to or destruction of any property, including without limitation, the loss of use thereof.

X. “Remote Online Notarization” means the use of video and audio technology on the **internet** to allow a signatory to personally appear before and communicate with the notary public at the time of notarization but only if such **remote online notarization** is permitted in, and meets all applicable legal standards of, the jurisdictions where the **Insured** or other notary, the signatory, and any property connected with the notarized instrument are located.

Y. “Reputation Event(s)” means any **Wrongful Act(s)** that the **Named Insured** reasonably believes will have an imminent and materially adverse effect on the total revenues generated from the **Named Insured’s Professional Services** because of diminished confidence by customers based upon unfavorable information made available by or appearing in or on:

1. Broadcasts on television or radio;
2. Newspapers;
3. Social media; or
4. Published both publicly and in writing, whether on paper or in electronic media, provided further that such written media was in general circulation and such electronic media was available to the public on a fully open network that was neither password protected nor restricted from access by any method.

Z. “Retroactive Date” means the date specified in Item 6. of the **DECLARATIONS PAGE**.

AA. “Subsidiary” means any entity, in which more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for the election of directors in such entity is owned or controlled, directly or indirectly, in any combination, by the **Named Insured**.

BB. “The Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 USC 5301), Public Law 111-203, 124 Stat.1376 (2010).

CC. "Unauthorized Access" means the gaining of access to a computer, computer system, or computer network by an unauthorized person or persons, or by authorized person or persons in an unauthorized manner.

DD. "Unauthorized Use" means the use of a computer, computer system, or computer network by a person unauthorized by the **Insured** or a person authorized by the **Insured** who uses the computer, computer system, or computer network for a purpose not intended by the **Insured**.

EE. "Wrongful Act(s)" means any actual or alleged negligent act, error, omission or breach of duty, committed or allegedly committed by any **Insured** or person for whom the **Named Insured** is legally liable, solely in the performance of **Professional Services**.

SECTION III. - EXCLUSIONS

This Policy does not apply to any **Claim**:

A. Arising out of, resulting from, or in any way related to:

1. The conduct of the **Insured** or at the **Insured's** direction that is intentional, willful, dishonest, criminal, malicious, fraudulent or that constitutes a willful violation of any statute or regulation. However, this exclusion shall not apply to: (a) strictly vicarious liability of any **Insured** for the intentional, willful, dishonest, criminal, malicious, or fraudulent conduct of another **Insured** or for the conduct of another **Insured** that constitutes a willful violation of any statute or regulation; (b) the extent coverage is provided under subparagraph **C.3. Coverage Extensions - Employee Dishonest Acts Coverage** in **SECTION I. – COVERAGES**, or (c) **Claim Expenses** incurred until there is a final adjudication, non-appealable judgment or binding arbitration decision against the **Insured**, or admission by an **Insured**, establishing such dishonest, criminal, malicious, or fraudulent conduct, or a plea of *nolo contendere* or no contest regarding such conduct; however, where the **Insured's** acts are found to be intentional, willful, dishonest, criminal, malicious, fraudulent, or in willful violation of any statute or regulation, the **Insured** shall reimburse the Company for all **Claim Expenses** incurred.
2. The gaining by any **Insured** of any profit, remuneration or advantage to which such **Insured** was not legally entitled. However, this exclusion shall not apply to **Claim Expenses** incurred until there is a final adjudication, non-appealable judgment, binding arbitration, or decision against the **Insured** that the **Insured** received a profit, remuneration or advantage to which the **Insured** was not legally entitled; however, where the **Insured** is found to have gained such illegal profit, remuneration or advantage, the **Insured** shall reimburse the Company for all **Claim Expenses** incurred.
3. Any delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.
4. The performance of **Professional Services** by any **Insured** in their capacity as an employee, owner, partner, stockholder, director or officer of any entity which is not defined as **Named Insured, Affiliate** or **Subsidiary**.
5. A breach of any express warranty, guaranty or representation, or breach of any other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill based upon applicable industry standards.
6. The guarantee of the availability of funds, or specified rate of return or interest.
7. Any actual or alleged acts, errors or omissions of:
 - 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 violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act of 1988, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, or any amendment to the foregoing; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory or common law; or any violation of any order, ruling or regulation issued pursuant to any of such federal or state laws;
 - c. Any pension, health care, welfare, profit sharing, mutual or investment plans, funds or trusts, or any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA), or any amendment thereto; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory or common law; or any violation of any ruling or regulation issued pursuant to any such federal or state laws; or
 - d. Any **Bodily Injury**, sickness, disease, or death of any employee of the **Insured** arising out of and in the course of employment by the **Insured**, or any obligation for which the **Insured** or any insurer may be liable under any worker's compensation, unemployment compensation, employers liability, or disability benefit law, or any such similar law, regulation, or ordinance, or the failure by the **Insured** to comply with any such statutes or any obligations thereunder.
8. Any actual or alleged discrimination of any kind, including but not limited to discrimination based on age, color, race, gender, creed, national origin, marital status, sexual orientation, disability or pregnancy.
 9. Any actual or alleged act, error or omission or breach of duty by any director or officer of the **Named Insured** or any **Subsidiary** in the discharge of their duty if the **Claim** is brought by the **Named Insured**, a **Subsidiary**, or any directors, officers, stockbrokers, or employees of the **Named Insured** or a **Subsidiary** in his or her capacity as such.
 10. The insolvency or bankruptcy of any **Insured** or of any other entity, including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity.
 11. Any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), or any amendment thereto; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory, or common law; or any violation of any ruling or regulation issued pursuant to any such federal or state laws.
 12. Any **Professional Services** performed by any **Insured** who is not licensed or certified to perform such **Professional Services** if such licensing or certification is required by law.
 13. Any **Wrongful Acts** or **Personal Injury** involving:
 - a. The inaccurate, inadequate, or incomplete description of the price of 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 goods, products or services to conform with any represented quality or performance contained in advertising; or
 - d. The actual or alleged gambling, contest, lottery, promotional game or other game of chance.
 14. Any **Damages** from:
 - a. Asbestos, or any materials containing asbestos in any form or quantity;
 - b. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind. The Company has no duty to defend any

- Insured** 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 arises out of, or results from, or in any way relates to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores, or mycotoxins of any kind;
- c. The existence, emission or discharge of any electromagnetic field, nuclear reaction, electromagnetic radiation, electromagnetism, radiation or contamination, under any circumstances, regardless of cause; or
 - d. The actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize **Pollutants**.
15. Any disputes involving the **Insured's** fees or charges.
16. Actual or alleged infringement of intellectual property rights, including without limitation plagiarism, piracy or misappropriation of ideas or trade secrets, infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name in connection with the **Professional Services** of the **Insured**.
17. Any services, except those **Professional Services** identified on the **DECLARATIONS PAGE** or as stated in paragraph V. "**Professional Services**" in **SECTION II. – DEFINITIONS**, including but not limited to, services as an attorney.
18. **Bodily Injury** or **Property Damage**. However, to the extent that coverage is provided by:
- a. Subparagraph 3.a. **Employee Dishonesty Other Than Loss of Money** in **SECTION I. – COVERAGES, Coverage Extensions**; or
 - b. Subparagraph 3.b. **Fraud, Theft, or Misappropriation of Money From Real Estate Related Escrow Funds or Accounts** in **SECTION I. – COVERAGES, Coverage Extensions**,
- this exclusion does not apply to **Property Damage**.
19. Any **Wrongful Acts** or **Personal Injury** involving:
- a. Electronic data processing services performed or data processing equipment used on behalf of any client by any **Insured**, except such services or equipment which are incidental to and part of the **Named Insured's** Profession as listed in Item 3. of the **DECLARATIONS PAGE**;
 - b. The mechanical or electrical failure, malfunction, or breakdown of computer hardware or non-customized commercially available computer software products;
 - c. The actual or alleged failure of any **Insured**, or of any of the **Insured's** products to prevent **Unauthorized Access** or **Unauthorized Use** of any electronic system or program; or
 - d. The **Unauthorized Access** or **Unauthorized Use** of or tampering with data or systems.
20. The actual or alleged failure to procure or maintain adequate insurance or bonds.
21. Any **Wrongful Act** or **Personal Injury**, or common fact, circumstance, transaction, advice or decision involving any **Professional Services** reported as a **Claim** or potential **Claim** under any policy or policies the term of which has expired prior to the effective date of this Policy.
22. a. (1) Any improper use, theft, stealing, conversion, embezzlement, defalcation or misappropriation, by any person, of client or customer funds, accounts or negotiable instruments; or

- (2) Any **Insured's** commingling, loss of, failure to safeguard, or failure or refusal to pay or return any client or customer funds, accounts or negotiable instruments;
- b. Sums received by any **Insured** or credited to any **Insured's** account;
- c. Fees, premium, taxes, claims, commissions or brokerage monies; or
- d. Any alleged, willful or intentional failure to follow, or disregard of, any escrow or closing instructions.

This exclusion shall not apply to the extent that coverage is provided for a **Wrongful Act** by subparagraph **3. Employee Dishonest Acts Coverage** in **SECTION I. – COVERAGES, Coverage Extensions**.

23. Any duty to record, file, preserve, or perfect any legal, equitable, beneficial or other interest in any personal property of any kind except for mobile homes.

24. Any criminal, fraudulent or dishonest act committed by:

- a. Any employee, partner, officer, director, trustee, or managing member; or
- b. Any agent, broker, commissioned merchant, consignee, independent contractor or representative,

of the **Named Insured** whether acting alone or in collusion with other persons.

This exclusion shall not apply:

- c. To any **Insured** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of any criminal, fraudulent or dishonest act; or
- d. To the extent that coverage is provided for a **Wrongful Act** by subparagraph **3. Employee Dishonest Acts Coverage** in **SECTION I. – COVERAGES, Coverage Extensions**.

25. Any actual or alleged violations of:

- a. The Real Estate Settlement Procedures Act (RESPA) and its amendments;
- b. The Securities Act of 1933;
- c. The Securities Exchange Act of 1934;
- d. Any state Blue Sky or securities laws; or
- e. Any rules or regulations or amendments promulgated in relation to such acts or laws as stated in subparagraphs **25.a.**, **b.**, **c.** or **d.** above, or any similar federal, state or foreign statutes or regulations, including any **Claim** based on common law.

26. Any loan made by the **Insured**.

27. Any defect in title not recorded on public records that the **Insured** relied on at the time that the title insurance policy was issued.

28. Any actual or alleged liability assumed by the **Insured** under a contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.

29. The actual or alleged notarized certification, acknowledgment or acceptance of:

- a. A signature without the physical appearance of the signatory before the **Insured**, unless the **Insured** obtains the signature through the use of **remote online notarization**; or
 - b. Any document provided to the **Insured** and notarized by a notary public other than the **Insured** without the physical appearance of the signatory before such notary public, unless such notary public obtains the signature through the use of **remote online notarization**.
30. Any governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account.
31. Any intentional or willful breach or disregard of any oral or written underwriting or binding authority.
32. Any loss caused by any civil authority, including seizure, confiscation, destruction, or quarantine of property.
33. Any malfunction or defect of a **Network Communications System**.
- B.** Made against the **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any improper transfer, payment or delivery of funds, money, securities or property by anyone caused or induced by false, fraudulent or unauthorized instructions.
- C.** Made by or brought on behalf of any:
- 1. Business enterprise or entity that wholly or partly owns the **Insured** or which to any extent controls, operates or manages the **Insured**, or in which an **Insured** has greater than ten percent (10%) ownership, or which is controlled, operated, or managed by an **Insured**, or of which any **Insured** was a principal, partner, managing member, officer, director or employee of such business enterprise or entity.
 - 2. **Insured** against any other **Insured**.

SECTION IV. - INNOCENT INSURED

The Company agrees that **SECTION III. - EXCLUSIONS** subparagraphs **A.1.** and **A.2.** shall not apply to any **Insured** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of any of the conduct described in these two Exclusions.

SECTION V. - TERRITORY

- A.** The insurance afforded by this Policy applies worldwide, provided the **Claim** is brought and maintained in the United States of America, its territories or possessions, Puerto Rico or Canada.
- B.** All monetary terms of this Policy are in United States of America dollars ("U.S. Dollars"). If judgment is rendered, settlement is denominated, or another element of **Damages** or **Claim Expenses** is stated in a currency other than U.S. Dollars, payment under this Policy shall be made in U.S. Dollars at a rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon, or the element of **Damages** or **Claim Expenses** is due, respectively.

SECTION VI. - LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability – Each Claim

Subject to Item 4., Paragraph B. of the Limits of Liability on the **DECLARATIONS PAGE**, the total liability of the Company for **Damages** for each **Claim** first made against one or more **Insureds** during the **Policy Period** and first reported to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or the Extended Reporting Period, if exercised, shall not exceed the

Limit of Liability as stated in Item 4.A. of the **DECLARATIONS PAGE**, as applicable to Each **Claim**. **Claim Expenses** are included within and reduce the Limit of Liability for Each **Claim**.

B. Limit of Liability – Aggregate

The total liability of the Company shall not exceed the Limit of Liability in the Aggregate as stated in Item 4.B. of the **DECLARATIONS PAGE**, for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and first reported to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or the Extended Reporting Period, if exercised. **Claim Expenses** are included within and reduce the Limit of Liability in the Aggregate.

C. Deductible

1. The Deductible amount, as stated in Item 5. of the **DECLARATIONS PAGE**, shall be paid by the **Named Insured** and shall be applicable to each **Claim** and shall include **Damages** and **Claim Expenses**, whether or not **Damages** payments are made.
2. Such amounts shall be paid by the **Named Insured** within ten (10) days after written demand is made by the Company to the **Named Insured** for payment. The total payments requested from the **Named Insured** in respect of each **Claim** shall not exceed the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

D. Deductible Credits

1. If a **Claim** is settled without litigation, arbitration, **Mediation** or court mandated proceedings, the Deductible, as stated in Item 5. of the **DECLARATIONS PAGE**, for such **Claim** shall be reduced by seventy-five percent (75%) or ten thousand dollars (\$10,000.00), whichever is less.
2. If the **Named Insured** and the Company agree to the use of **Mediation** and a **Claim** is settled at that **Mediation**, the deductible for such **Claim** shall be reduced by fifty percent (50%) or ten thousand dollars (\$10,000.00), whichever is less.

E. Multiple Insureds, Claims and Claimants

The inclusion of more than one **Insured** in any **Claim** or the making of **Claims** by more than one person or organization shall not operate to increase the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE**. More than one **Claim** arising out of a single **Wrongful Act** or **Personal Injury** or a series of related **Wrongful Acts** or **Personal Injuries** shall be considered a single **Claim**. All such **Claims**, whenever made, shall be treated as a single **Claim**. Such single **Claim**, whenever made, shall be deemed to be first made on the date on which the earliest **Claim** arising out of such **Wrongful Act** or **Personal Injury** is made against an **Insured**.

SECTION VII. - CLAIMS

A. Notice of Claims

1. In the event a **Claim** is first made against an **Insured** during the **Policy Period**, the **Insured** shall, as a condition precedent to coverage under this Policy, provide written notice and forward to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or during any applicable Extended Reporting Period every demand, notice, or other related document, which conveys an intention to hold the **Insured** responsible for any **Wrongful Act** or **Personal Injury**.
2. In the event a civil law suit or arbitration proceeding is brought against the **Insured**, the **Insured** shall, as a condition precedent to coverage under this Policy, provide immediate written notice and forward to the Company every service of suit, notice of arbitration proceeding, summons, subpoena or complaint, which conveys an intention to hold the **Insured** responsible for any **Wrongful Act** or **Personal Injury**.

3. Written notice of any **Claim** against any **Insured**, as well as of each demand or suit against the **Insured**, shall be delivered to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Fax: 866-464-3678

or

E-Mail: GStarClaims@generalstar.com

Attn: Professional Liability Claims

B. Notice of Potential Claims

1. If during the **Policy Period**, or during any applicable Extended Reporting Period, any **Insured** first becomes aware of any **Wrongful Act** or **Personal Injury**, which took place on or after the **Retroactive Date** shown in the **DECLARATIONS PAGE** and prior to the end of the **Policy Period**, that is expected to give rise to a **Claim** within the scope of coverage of this Policy, the **Insured** must provide written notice to the Company during the **Policy Period** or within thirty (30) days following the natural expiration of the Policy, or during any applicable Extended Reporting Period. Any **Claim** that subsequently arises out of such **Wrongful Act** or **Personal Injury** shall be considered to be a **Claim** made and reported to the Company during the **Policy Period** in which such written notice of the potential **Claim** was first received by the Company. Such written notice shall contain the information listed in subparagraph **B.2.** below. The Company, at its option, may investigate such specific **Wrongful Act** or **Personal Injury**.
2. It is a condition precedent to the coverage for any future **Claim** afforded by **SECTION VII. – CLAIMS**, paragraph **B.** that written notice is given to the Company containing the following information:
 - a. The specific **Wrongful Act** or **Personal Injury**;
 - b. The date on which the **Wrongful Act** or **Personal Injury** took place;
 - c. The injury or damage, which has or may result from such **Wrongful Act** or **Personal Injury**;
 - d. The identity of any injured persons or organization subject to such injury or damage; and
 - e. The circumstances by which the **Insured** first became aware of or suspected such **Wrongful Act** or **Personal Injury**.

C. Assistance and Cooperation of the Insured

1. The **Insured** shall cooperate with the Company and, without expense to the Company, other than expense reimbursement provided in **SECTION I. – COVERAGES**, paragraph **C. Coverage Extensions** shall:
 - a. Provide to the Company copies of documents and any other items held by or available to the **Insured**, which relate to any **Claim**, **Wrongful Act**, **Personal Injury**, transaction or other events which may have given, or may give, rise to the **Claim**;
 - b. Submit to examination and interview by a representative of the Company, under oath if requested;
 - c. Attend hearings, depositions and trials;
 - d. Assist in effecting settlement, securing and providing evidence, obtaining the attendance of witnesses in the conduct of suits;
 - e. Provide written statements to the Company's representatives, and meet with such representatives for purpose of investigation or defense; and

- f. Further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment, which the **Insured** may have.
2. The **Insured** shall not, with respect to any **Claim** covered under this Policy, except at their own cost, make any payment, admit liability, settle, assume any obligation, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur **Claim Expenses** without the Company's prior written consent, such consent not to be unreasonably withheld. Any costs and expenses incurred by the **Insured** prior to the **Insured** giving written notice of the **Claim** to the Company shall be borne solely by the **Insured** and shall not constitute reduction or satisfaction of the Deductible or the applicable Limits of Liability as stated in the **DECLARATIONS PAGE**.

D. False or Fraudulent Claims

If any **Insured** commits fraud in reporting any **Claim** or seeking coverage, this insurance shall become void as to such **Insured** from the date such fraudulent **Claim** is reported.

SECTION VIII. - EXTENDED REPORTING PERIODS

- A. The Company shall provide one or more Extended Reporting Periods, as described below, if:
 1. This Policy is cancelled or not renewed by the:
 - a. First **Named Insured**; or
 - b. Company for reasons other than nonpayment of a premium or Deductible, or non-compliance with the terms and conditions of this Policy or any misrepresentation of material information contained in the application of insurance; or
 2. The Company renews or replaces the Policy with insurance that:
 - a. Has a Retroactive Date later than the date shown in Item 6. of the **DECLARATIONS PAGE**; or
 - b. Does not apply to a **Wrongful Act(s)** or **Personal Injury** on a **Claims**-made basis.
- B. Extended Reporting Periods do not extend the **Policy Period** or change the scope of coverage provided. They apply only to:
 1. A **Wrongful Act** or **Personal Injury** that occurs before the end of the **Policy Period** but not before the **Retroactive Date**, if any, shown in the **DECLARATIONS PAGE**; or

With respect to the Coverage Extensions provided in **SECTION I. – COVERAGES** of this Policy:

2. A **Wrongful Act** or **Personal Injury** giving rise to a **Disciplinary Proceeding** against the **Insured** that occurs before the end of the **Policy Period** but not before the **Retroactive Date**, if any, in accordance with the terms of **SECTION I. – COVERAGES**, subparagraph **C.2**.

The quotation of a different premium, deductible or Limits of Liability for any renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

Once in effect, Extended Reporting Periods may not be cancelled.

C. Automatic Extended Reporting Period

An Automatic Extended Reporting Period of sixty (60) days, effective at the cancellation or nonrenewal date of the **Policy Period**, shall be provided by the Company at no additional cost and shall extend the period of time that an **Insured** can provide to the Company written notice of a **Claim** or **Disciplinary Proceeding**. The Automatic Extended Reporting Period does not apply to any **Claim** or **Disciplinary Proceeding**:

1. Reported in writing by an **Insured** to the Company on or after the effective date of a subsequent professional liability insurance policy that the **Named Insured** obtains from an insurer unaffiliated with the Company regardless if the terms, limitations, exclusions, conditions, limits or deductible(s) of the subsequent policy differs from those provided by this Policy;
 2. That would be covered but for exhaustion of the amount of insurance applicable to such **Claim** or **Disciplinary Proceeding**;
 3. In which any unpaid reimbursement due the Company from the **Named Insured**, including but not limited to, any Deductible or premium due, was outstanding no more than thirty (30) days from the date of receipt of demand from the Company to pay such reimbursement;
 4. For which this Policy was cancelled due to nonpayment of premium or the Deductible, non-compliance with the terms and conditions of this Policy or any misrepresentation of material information contained in the application of insurance; or
 5. Where this Policy was immediately succeeded by a similar claims-made insurance coverage, which its **Retroactive Date** is the same as or earlier than that as stated in Item 6. of the **DECLARATIONS PAGE** of this Policy. Such succeeding insurance shall be deemed to be a renewal of this Policy.
- D. The **Named Insured** shall have the right, upon payment of an additional premium, to purchase a Supplemental Extended Reporting Period which extends the time to report **Claims** or a **Disciplinary Proceeding** to one of the periods of months stated in Item 9. of the **DECLARATIONS PAGE**. The Supplemental Extended Reporting Period runs concurrently with the Automatic Extended Reporting Period.
- E. As a condition precedent to the right to purchase a Supplemental Extended Reporting Period, the **Named Insured** must have paid:
1. All Deductibles when due pursuant to **SECTION VI. – LIMITS OF LIABILITY AND DEDUCTIBLE**, paragraph **C.**;
 2. All premiums due for the **Policy Period**; and
 3. All premium and deductible(s) due on any other policies issued by the Company or any of its affiliated companies in any uninterrupted series of policies of which this Policy is a renewal or replacement, or which it succeeds in time.

The right to purchase a Supplemental Extended Reporting Period shall terminate unless a written notice, as stated in Item 9. of the **DECLARATIONS PAGE** of this Policy, of such election for a Supplemental Extended Reporting Period is received by the Company from the **Named Insured** within sixty (60) days after the Policy's cancellation or nonrenewal date together with payment of the additional premium for the Supplemental Extended Reporting Period. If such written notice and payment of additional premium for the Supplemental Extended Reporting Period are not received by the Company within the sixty (60) day period, the **Named Insured** shall be no right to purchase a Supplemental Extended Reporting Period at a later date.

- F. If a Supplemental Extended Reporting Period is purchased, the entire premium shall be fully earned at its commencement.
- G. The Extended Reporting Period(s) shall not in any way increase the Limits of Liability as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** or any Coverage Extension(s) Limit(s) and the Limits applicable to such Extended Reporting Period(s) shall be the remaining available Limits as stated in Items 4.A. and 4.B. of the **DECLARATIONS PAGE** or any Coverage Extension(s) Limit(s) of the expiring Policy.

SECTION IX. - OTHER CONDITIONS

A. Cancellation and Nonrenewal

1. This Policy may be cancelled by the first **Named Insured** on behalf of all **Insureds** by mailing to the Company written notice, stating when thereafter such cancellation shall be effective. If cancelled by the first **Named Insured**, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
2. This Policy may be cancelled by the Company by mailing to the first **Named Insured**, at the address stated in Item 2. of the **DECLARATIONS PAGE**, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Company cancels this Policy because the first **Named Insured** has failed to pay a premium for the **Policy Period** or Deductible pursuant to **SECTION VI. – LIMITS OF LIABILITY AND DEDUCTIBLE**, paragraph C., when due, including premium or deductible(s) due on any other policies issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this Policy is a renewal or replacement, this Policy may be cancelled by the Company by mailing written notice of cancellation to the first **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice, and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Such notice shall be conclusive on all **Insureds**. Delivery of such written notice by the first **Named Insured** or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.
3. The Company may non-renew this Policy by mailing or delivering to the first **Named Insured** at the address stated in Item 2. of the **DECLARATIONS PAGE** written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

B. Representations

By acceptance of this Policy, the **Insureds** agree as follows:

1. That the information and statements contained in the **Application** are the basis of this Policy and are incorporated into and constitute part of this Policy; and
2. That the information and statements contained in the **Application** are their representations, that they shall be deemed 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 of such representations.

C. Entire Agreement

This Policy, the **DECLARATIONS PAGE**, the **Application** and any written endorsements attached hereto shall be deemed to be a single unitary contract.

D. Other Insurance

If any **Claim** or **Wrongful Act** or **Personal Injury** covered under this Policy is insured by another valid policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference to the Policy Number indicated on the **DECLARATIONS PAGE**.

E. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not affect 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. No change in or modification of interest under this Policy shall be effective except when made by written endorsement, signed by an authorized representative of the Company.

F. Assignment of Interest

No assignment of interest under this Policy shall be effective or bind the Company, except when made by written endorsement, signed by an authorized representative of the Company.

G. Subrogation

In the event of any payment by the Company under this Policy, the Company shall be subrogated to the right of recovery of all **Insureds** to the extent of such payment. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insureds** shall do nothing to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of **Insured**. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an **Insured** in connection with any **Claim** brought about or contributed to by an intentional, willful, dishonest, criminal, fraudulent act or omission of such **Insured** or by an act or omission of such **Insured** that constitutes a willful violation of any statute or regulation.

H. Acquisitions and Creations

If during the **Policy Period** the **Named Insured** acquires or creates a **Subsidiary** entity, such entity shall be considered an **Insured** under this Policy for a period of ninety (90) days from the date of the acquisition or creation, but only for **Wrongful Acts** or **Personal Injuries** committed after the date of acquisition or creation. Coverage beyond ninety (90) days shall apply only if:

1. The **Named Insured** provides written notice of such acquisition or creation to the Company;
2. The **Named Insured** provides the Company with all necessary and requested information;
3. The **Insured** accepts any special terms, conditions, exclusions, or additional premium charges as may be required by the Company; and
4. The Company, at its sole discretion, agrees to provide such coverage.

I. Action Against the Company

1. No action shall lie against the Company unless, as a condition precedent thereto, the **Insured** shall have complied fully with all of the terms and conditions of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against the **Insured** after actual trial or written agreement of the **Insured**, the claimant and the Company.
2. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the **Insured** to determine the **Insured's** liability. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

J. Authorization

By acceptance of this Policy, the first **Named Insured** is designated and shall act on behalf of all **Insureds** with respect to the giving and receiving of all notices to and from the Company as provided herein, including the exercising of a Supplemental Extended Reporting Period; the cancellation of this Policy in whole or in part; the payment when due of premiums and deductibles; and the receiving of any return premiums that may become due under this Policy.

K. Service of Suit

It is agreed that in the event of the Company's failure to pay any amount claimed to be due hereunder, the Company, at the **Named Insured's** request, shall submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and shall comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this provision constitutes a waiver of the Company 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 of America or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Company by certified mail, return receipt requested, addressed to the Company in care of its Corporate Secretary, Attention: Legal Department, General Star Indemnity Company, 120 Long Ridge Road, Stamford, CT 06902. In any suit instituted under this contract, the Company shall abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-referenced Corporate Secretary, or his designee, is authorized and directed to accept service of process on behalf of the Company in any such suit or upon the request of the **Named Insured** to give a written undertaking to the **Named Insured** that it shall enter a general appearance upon the Company's 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 of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or such other Insurance Department representative, or such other governmental officer, such as the Secretary of State, 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 the Company's behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Company's Corporate Secretary as the person to whom the said Insurance Department representative is authorized to mail such process or a true copy thereof.

L. Trade Sanctions

If the performance of the whole or any part of this Contract breaches an embargo or sanctions program arising from any law or regulation applicable to the Company, then, the Company will not provide coverage and will not be liable for any **Claim** or **Claim Expense** or for providing any benefit hereunder to the extent that the provision of such cover, payment of such **Claim**, **Claim Expense** or provision of such benefit would expose the Company to any sanction, prohibition or restriction applicable to the Company under such law or regulation.