

## General Terms and Conditions

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**I. Our promise to you** In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims, breaches, events, or occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

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**II. Limits of liability** Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

- A. Coverage part limit Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount **we** will pay for all **covered amounts** under that Coverage Part, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.
- B. Each claim limit The Each Claim Limit identified in the Declarations is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- C. Each breach limit The Each Breach Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- D. Each occurrence limit The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **occurrence** to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- E. General liability coverage part limits If **you** have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- F. Related claims All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against **you** on the date the first such **claim** was made. If, by operation of this provision, the **claim** is deemed to have been made during any period when **we** insured **you**, it will be subject to only one **retention** and one Each Claim Limit regardless of the number of claimants, **insureds**, or **claims** involved.

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### III. Your obligations to us

- A. Named insured responsibilities It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:
1. timely giving and receiving notice of cancellation or non-renewal;
  2. timely payment of premium;
  3. receipt of return premiums;
  4. timely acceptance of changes to this policy; and
  5. timely payment of **retentions**.

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- B. Your duty to cooperate      **You** must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, breach, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
  2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
  3. attending hearings, depositions, and trials as **we** request;
  4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
  5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
  6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
  7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability      **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations      **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

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### IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
  - a. this policy is canceled by **us** for nonpayment of premium; or
  - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
  - a. are first made against **you** and reported to **us** during the optional extension period; and
  - b. arise from **your professional services** performed, or a **breach, offense, or occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

## General Terms and Conditions

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### V. Other provisions affecting coverage

- A. Alteration and assignment No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this policy.
- C. Cancellation
1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
  2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail, at the **named insured's** address stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
  3. The mailing of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
  4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
  5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
  6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control
- If, during the **policy period**, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.
- We** will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or **breaches**, offenses, or **occurrences** that took place, prior to the change in control.
- E. Coverage territory
- This policy will apply to **your professional services** performed, and **breaches**, offenses, **events**, or **occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners
- In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
  2. lawful spouse or lawful domestic partner;
- but only:
1. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
  2. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims
- If any **insured** commits fraud in connection with any **claim**, **potential claim**, **breach**, offense, **event**, or **occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

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- H. Other insurance Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, C. Other insurance, of that Coverage Part.
- If the same **claim** or **related claims, breach, event, or occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- J. Titles Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

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### VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

- Application** means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit** means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts** means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Employee** means any past, present, or future:
1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
  2. partner, director, officer, or board member (or equivalent position); or
  3. independent contractor;
- of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**.
- Named insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
- Policy period** means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
- Professional services** means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.

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**Related claims**

means all **claims** that are based upon, arise out of, or allege:

1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
3. a continuous or repeated act, error, or omission in the performance of **your professional services**; or
4. the same **breach, occurrence**, or offense.

The determination of whether a **claim** is related to another **claim** or **claims** will not be affected by the number of claimants or **insureds** involved, causes of action asserted, or duties involved.

**Retention**

means the amount or time identified as such in the Declarations.

**Retroactive date**

means the date identified as such in the Declarations.

**We, us, or our**

means the Underwriters identified on the Declarations as issuing this policy.

**You, your, or insured**

means any individual or entity expressly described as an **insured** in any Coverage Part **you** have purchased.

SPECIMEN

## Professional Liability Coverage Part

### I. What is covered

We will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your professional services** performed on or after the **retroactive date**, including but not limited to:

1. breach of any duty of care;
2. negligent misstatement or negligent misrepresentation;
3. **third party discrimination**; or
4. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.

### II. Coverage enhancements

We will also make the following payments:

Defense of licensing proceedings

- A. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your professional services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection A, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

- B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your professional services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Supplemental payments

- C. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection C, and such amounts will be in addition to, and not part of, the **coverage part limit**.

### III. Who is an insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **subsidiary**, **employee**, **independent contractor**, or **joint venture**, as defined below:

**Named insured**

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

**Subsidiary**

means any entity of which the **named insured** has majority ownership before or during the **policy period**.

**Employee**

means any past, present, or future:

1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or

## Professional Liability Coverage Part

2. partner, director, officer, or board member (or equivalent position) of the **named insured** or **subsidiary**,

but only while in the course of their performance of **professional services** on behalf of or at the direction of such **named insured** or **subsidiary**.

### Independent contractor

means any person or entity contracted by the **named insured** or **subsidiary** to perform the same **professional services** as the **named insured** or **subsidiary**, but only while in the course of their performance of **professional services** on behalf of or at the direction of the **named insured** or **subsidiary**.

### Joint venture

means a business enterprise in which the **named insured** or **subsidiary** participates pursuant to a written agreement, but only for:

1. **professional services** performed by the **named insured** or **subsidiary**; and
2. the same percentage of covered **damages** and **claim expenses** as the percentage of the **named insured's** or **subsidiary's** participation in the joint venture.

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## IV. Defense and settlement of claims

### Defense

**We** have the right and duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

**We** have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

### Settlement

**We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not to withhold unreasonably. If **you** withhold consent to a settlement recommended by **us** and acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is the sum of:

1. the amount of **our** recommended settlement;
2. **claim expenses** incurred up to the date of **our** recommendation;
3. 50% of all **claim expenses** incurred after **our** recommendation; and
4. 50% of all **damages** in excess of the settlement amount recommended by **us**.

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## V. Your obligations

### Notifying us of claims and coverage enhancements

**You** must give written notice to **us** of any **claim**, or any other matter covered under Section II. Coverage enhancements, as soon as possible, but in any event, no later than 60 days after the end of the **policy period**.

All such notifications must be in writing and include a copy of the **claim** or other covered matter, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

### Notifying us of potential claims

**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**.

In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim** **we** may reasonably request.

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The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired.

All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Retention

**Our** obligation to pay **damages** and **claim expenses** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **claim**.

### VI. Exclusions – What is not covered

**We** will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim**:

- |                                     |  |
|-------------------------------------|--|
| Antitrust/deceptive trade practices | 1. based upon or arising out of any actual or alleged: <ol style="list-style-type: none"> <li>a. false, deceptive, or unfair trade practices;</li> <li>b. unfair competition, impairment of competition, restraint of trade, or antitrust violations;</li> <li>c. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, all including as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.; or</li> <li>d. deceptive or misleading advertising.</li> </ol>   |
| Bodily injury/property damage       | 2. based upon or arising out of any actual or alleged <b>bodily injury</b> or <b>property damage</b> .   |
| Breach of contract                  | 3. based upon or arising out of any actual or alleged breach of any contract or agreement, or any liability of others that <b>you</b> assume under any contract or agreement; however, this exclusion will not apply to any liability <b>you</b> would have in the absence of the contract or agreement.   |
| Breach of warranty/guarantee        | 4. based upon or arising out of any actual or alleged breach of express warranties or guarantees, except any warranty or guarantee to perform <b>your professional services</b> consistent with applicable industry standards or with reasonable skill or care. This exclusion will not apply to any liability <b>you</b> would have in the absence of the warranties or guarantees.   |
| Criminal proceedings                | 5. brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.   |
| Employment related liability        | 6. based upon or arising out of any actual or alleged: <ol style="list-style-type: none"> <li>a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> as an employer or prospective employer; or</li> <li>c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact.</li> </ol> <p>However, part c of this exclusion will not apply to a covered <b>claim</b> for <b>third party discrimination</b>.</p> |
| Excluded costs and damages          | 7. to the extent it seeks or includes: <ol style="list-style-type: none"> <li>a. fines, penalties, taxes, or sanctions against <b>you</b>;</li> <li>b. overhead costs, general business expenses, salaries, or wages incurred by <b>you</b>;</li> </ol>  |

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- c. the return, reduction, or restitution of fees, commissions, profits, or charges for goods provided or services rendered;
  - d. liquidated or multiple damages;
  - e. restitution, disgorgement of profits, any advantage to which **you** were not legally entitled, or unjust enrichment; or
  - f. the cost of complying with injunctive relief.
- Excluded professional services 8. based upon or arising out of any actual or alleged performance of or failure to perform services as an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer; however, this exclusion will not apply to **claims** brought against an **insured** who is an architect, engineer, accountant, lawyer, insurance agent/broker, registered investment advisor, and/or security broker/dealer if the **claim** arises out of the performance of **your professional services**.
- Excluded statutory violations 9. based upon or arising out of any actual or alleged violation of the following laws:
- a. the Securities Act of 1933;
  - b. the Securities Exchange Act of 1934;
  - c. any state blue sky or securities laws;
  - d. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*; or
  - e. the Employee Retirement Income Security Act of 1974,
- all including as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws.
- Failure to maintain insurance or bonds 10. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- Improper billing 11. based upon or arising out of any actual or alleged inaccurate, improper, or fraudulent billings or invoices, including but not limited to a qui tam action or any action under the False Claims Act, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law; however, this exclusion will not apply to a **claim** resulting from **your** performance of billing services for others if such services are a part of **your professional services**.
- Insured vs. insured 12. brought by or on behalf of one **insured** or **affiliate** against another **insured** or **affiliate**.
- Intellectual property 13. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- Intentional acts 14. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions, except that:
- a. **we** will pay **claim expenses** until there is a final adjudication establishing such conduct; and
  - b. this **exclusion** will not apply to otherwise covered intentional acts or omissions resulting in **personal and advertising injury**.
- This exclusion will apply to the **named insured** or **subsidiary** only if the conduct was committed or allegedly committed by any:
- a. partner, director, officer, or member of the board (or equivalent position) of the **named insured** or **subsidiary**; or
  - b. employee of the **named insured** or **subsidiary** if any partner, director, officer, member of the board (or equivalent position) of the **named insured** or **subsidiary** knew or had reason to know of such conduct by the employee.

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This exclusion will apply separately to each **insured** and will not apply to any **insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **insured**.

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| Manufacture of goods/<br>products              | 15. | based upon or arising out of any goods or products manufactured, sold, handled, or distributed by <b>you</b> .   |
| Medical malpractice                            | 16. | based upon or arising out of any actual or alleged medical malpractice or breach of any duties owed as a healthcare provider, including but not limited to the rendering of or failure to render medical services, treatment, diagnosis, or advice.  |
| Misappropriation of funds                      | 17. | based upon or arising out of the actual or alleged theft, misappropriation, commingling, or conversion of any funds, monies, assets, or property.  |
| Mold   | 18. | based upon or arising out of any actual, alleged, or threatened existence, growth, release, escape of, exposure to, inhalation of, or contact with mold, spores, or fungi.   |
| Pollution/environmental                        | 19. | based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of <b>pollutants</b> , including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize <b>pollutants</b> .   |
| Prior acts/notice/knowledge                    | 20. | <p>based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that:</p> <ul style="list-style-type: none"> <li>a. was committed prior to the <b>retroactive date</b>;</li> <li>b. was the subject of any notice given under any other policy of which this policy is a renewal or replacement;</li> <li>c. was the subject of, or is related to, any prior or pending litigation, <b>claim</b>, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against <b>you</b> and of which <b>you</b> had notice prior to the <b>policy period</b>; or</li> <li>d. <b>you</b> had knowledge of prior to the <b>policy period</b>, and there was a reasonable basis to believe that the act, error, or omission could result in a <b>claim</b>.</li> </ul> <p>However, if this policy is a renewal or replacement of a previous policy <b>we</b> issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by <b>us</b>, the <b>policy period</b> referred to in paragraphs c and d, above, will be the policy period of the first such policy <b>we</b> issued.</p> |
| Privacy  | 21. | <p>based upon or arising out of any actual or alleged:</p> <ul style="list-style-type: none"> <li>a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in <b>your</b> care, custody, or control; or</li> <li>b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.</li> </ul>  |
| Sexual misconduct                              | 22. | based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.  |
| Subsidiary outside control of<br>named insured | 23. | <ul style="list-style-type: none"> <li>a. based upon or arising out of <b>professional services</b> performed by or on behalf of a past or present <b>subsidiary</b> while the <b>named insured</b> does not have majority ownership or management control of it; or</li> <li>b. made against a <b>subsidiary</b> or anyone acting on its behalf while the <b>named insured</b> does not have majority ownership or management control of it.</li> </ul>   |
| Unsolicited telemarketing                      | 24. | based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, or regulations relating to unsolicited telemarketing,  |

## Professional Liability Coverage Part

solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

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### VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

<b>Affiliate</b>	means any person or entity related to any <b>insured</b> through common ownership, control, or management. <b>Affiliate</b> does not include a <b>subsidiary</b> .
<b>Bodily injury</b>	means physical injury, sickness, disease, or death sustained by a person, and any resulting humiliation, mental injury, mental anguish, emotional distress, suffering, or shock.
<b>Claim</b>	means any written assertion of liability or any written demand for financial compensation or non-monetary relief.
<b>Claim expenses</b>	means the following sums incurred in excess of the <b>retention</b> and with <b>our</b> prior written consent: <ol style="list-style-type: none"><li>1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b>; and</li><li>2. premiums on appeal bonds, attachment bonds, or similar bond, but <b>we</b> will have no obligation to apply for or furnish any such bonds.</li></ol>
<b>Damages</b>	means the following amounts incurred in excess of the <b>retention</b> : <ol style="list-style-type: none"><li>1. a monetary judgment or monetary award that <b>you</b> are legally obligated to pay (including pre- or post-judgment interest and awards of claimant’s attorney fees); or</li><li>2. a monetary settlement negotiated by <b>us</b> with <b>your</b> consent.</li></ol> <p><b>Damages</b> includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.</p>
<b>Personal and advertising injury</b>	means injury, other than <b>bodily injury</b> or <b>property damage</b> , arising out of one or more of the following offenses: <ol style="list-style-type: none"><li>1. false arrest, detention, or imprisonment;</li><li>2. malicious prosecution;</li><li>3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;</li><li>4. slander, libel, or defamation, or disparagement of goods, products, or services, whether in connection with <b>your professional services</b> or <b>your</b> advertising of it; or</li><li>5. oral or written publication of material, whether in connection with <b>your professional services</b> or <b>your</b> advertising of it, that violates a person’s right of privacy.</li></ol>
<b>Pollutants</b>	means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
<b>Potential claim</b>	means any acts, errors, or omissions of an <b>insured</b> or other circumstances reasonably likely to lead to a <b>claim</b> covered under this policy.
<b>Professional services</b>	means only those services identified as Covered Professional Services under the Professional Liability Coverage Part section of the Declarations.
<b>Property damage</b>	means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

## Professional Liability Coverage Part

<b>Retention</b>	means the amount stated as such under the Professional Liability Coverage Part section of the Declarations.
<b>Third party discrimination</b>	means any non-physical harassment of or unlawful discrimination against a person or entity other than an <b>insured</b> or an employee of an <b>insured</b> , including any resulting violation of civil rights, but only if such harassment or discrimination directly results from <b>your</b> performance of <b>professional services</b> .
<b>You, your, or insured</b>	means a <b>named insured, subsidiary, employee, independent contractor, or joint venture</b> , as defined in Section III. Who is an insured.

SPECIMEN

**EXXXX.1 Bail Agent Services Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Professional Liability Coverage Part is amended as follows:

I. The following is added to the end of Section II. Coverage enhancements:

Bodily injury/ property damage sublimit      BP-A. **We** will pay up to \$<SUBLIMIT> in the aggregate in **damages** and **claim expenses** for any **claim** against **you** for **bodily injury** and/or **property damage**, provided the **claim** is first made against **you** during the **policy period**, it directly results from **your professional services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection BP-A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

II. In Section VI. Exclusions – What is not covered, the “Bodily injury/property damage” exclusion is deleted in its entirety and replaced with the following:

based upon or arising out of any actual or alleged **bodily injury** or **property damage**; however, this exclusion will not apply to **bodily injury** or **property damage** directly resulting from **your** performance of **professional services**.

III. The following exclusions are added to the end of Section VI. Exclusions – What is not covered:

Firearms      BA-1. based upon or arising out of any actual or alleged use of a firearm.

Recovery/ apprehension      BA-2. based upon or arising out of **your** recovery or apprehension of any person who is not a **bonded defendant** or any other person for whom **you** have not issued a **bail bond**.

IV. In Section VII. Definitions, the definition of “**Professional services**” is deleted in its entirety and replaced with the following:

**Professional services**      means services as a **bail agent** and any other services identified as Covered Professional Services in the Declarations.

V. The following definitions are added to the end of Section VII. Definitions:

**Bail agent**      means any person or entity who furnishes or procures a **bail bond** on behalf of a **bonded defendant**.

**Bail bond**      means a pledge of money or property as bail for the guarantee of appearance of a **bonded defendant**.

**Bonded defendant**      means any criminal defendant or other person accused of a violation of law for whom **you** furnish or procure a **bail bond**.

All other terms and conditions remain unchanged.

NAMED INSURED:

Page 2 of 2

Endorsement Effective: XX/XX/XXXX

Policy No.: XXXXX

Endorsement No: X

By:  
(Appointed Representative)

SAMPLE