



**MASTER POLICY
LIFE AGENT AND PROPERTY & CASUALTY
PROFESSIONAL LIABILITY POLICY**

Declarations

NOTICE:

THIS IS A CLAIMS-MADE AND REPORTED POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST AN INSURED AND REPORTED TO THE INSURER IN ACCORDANCE WITH SECTION VII, NOTICE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

CUSTOMER NUMBER: 320186		INSURER: Continental Casualty Company
POLICY NUMBER: 817120224		
POLICYHOLDER AND ADDRESS		PRODUCER Gallagher Affinity Insurance Services 2850 Golf Road Rolling Meadows, IL 60008 Attn: Jason Rogers
Item 1.(a)	Professional Agents Risk Purchasing Group, Inc. (NAPA Agency) 1209 Orange Street Wilmington, DE 19801	
Item 1.(b) Attn: Jason Rogers	Insurance companies represented: Not Applicable	
Item 2. Policy Period: incept on March 1, 2025 12:01 a.m. local time at the address stated in Item 1		
Item 3. Notice to Insurer: Claims Notices: SpecialtyProNewLoss@cna.com or CNA - Claims Reporting P.O. Box 8317 Chicago, IL 60680-8317 Fax: 866-773-7504 Phone: 800-262-2000		All other notices: Life Agent Underwriting Unit CNA Global Specialty 1166 Avenue of the Americas Suite 1100 New York, NY 10036

Item 4. Endorsements forming a part of this Policy at issuance:

1. CNA110004XX (1-25) Administrator Endorsement (Master Policy)
2. CNA110005XX (1-25) Application Endorsement
3. CNA110006XX (1-25) Master Policy Aggregate Endorsement
4. CNA110007XX (1-25) Amend Definition of Certificate Period Endorsement (Gap Coverage)
5. CNA110015XX (1-25) Pre-Claim Assistance Endorsement
6. CNA110016XX (1-25) Subpoena Expenses Coverage Endorsement
7. CNA110008XX (1-25) Regulatory Action Endorsement
8. CNA110010XX (1-25) Privacy Protection Endorsement



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9. CNA110012XX (1-25) Limited Personal Lines Property and Casualty Agent Coverage Endorsement (Coverage Option D)
10. CNA110013XX (1-25) Limited Personal and Commercial Lines Property and Casualty Agent Coverage Endorsement (Coverage Option E)
11. CNA110014XX (1-25) Expanded Commercial Lines Property and Casualty Agent Coverage Endorsement (Coverage Option F)
12. CNA110011XX (1-25) Health Care Sharing Ministry Endorsement (Coverage Option G)
13. CNA110009XX (1-25) Specific Person or Entity Exclusion Endorsement
14. CNA110017XX (1-25) Liberalization Endorsement
15. GSL7805DE (10-08) Cancellation and Non- Renewal Endorsement Delaware
16. CNA110777XX (2-25) New York Amendatory Endorsement

These Declarations, along with the completed and signed **Application**, the Policy, and any written endorsements attached thereto shall constitute the contract between the **Insureds** and the Insurer.

Authorized Representative: _____

Date: February 18, 2025



**MASTER POLICY
LIFE AGENT AND PROPERTY AND CASUALTY PROFESSIONAL LIABILITY**

NOTICE:

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The Insurer and the **Policyholder** agree as follows, in consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the Declarations, a stock insurance corporation, hereafter called the "Insurer".

I. INSURING AGREEMENTS

A. PROFESSIONAL LIABILITY

The Insurer shall pay on behalf of the **Insureds**, excess of the applicable Retention and within the Limits of Liability as stated in the applicable **Certificate of Insurance**, that **Loss** which the **Insureds** become legally obligated to pay resulting from a **Claim** for a **Wrongful Act** solely in rendering or failing to render **Professional Services** provided that:

1. the **Wrongful Act** giving rise to such **Claim** occurred on or after the **Prior Acts Date**; and
2. the **Claim** is first made against any **Insured** during the **Certificate Period**, or any Extended Reporting Period, if applicable, and reported to the Insurer in accordance with Section VII, Notice; and
3. prior to the date of the **Insured's** initial enrollment under this Policy, or under any other policy issued by the Insurer (or its affiliated insurers) of which this Policy is a renewal (whether successive or not) or replacement, whichever is earlier, no **Insured** knew of, or could have reasonably foreseen that any such **Wrongful Act** could result in a **Claim**; and
4. no **Insured** gave notice under any prior policy of any such **Wrongful Act** or any **Interrelated Wrongful Acts**; and
5. there is no other policy issued by the Insurer, or any affiliate of such Insurer, that provides coverage for such **Claim**.

B. VICARIOUS LIABILITY

If the National Association of Professional Agents ("NAPA") or the **Policyholder** is named as a co-defendant with an **Agent, Agency, or Registered Representative** in a **Claim** otherwise covered under Insuring Agreement A. above, the Insurer shall pay on behalf of the National Association of Professional Agents or the **Policyholder**, excess of the applicable Retention and within the Limits of Liability as stated in the applicable **Certificate of Insurance**, that **Loss** which it becomes legally obligated to pay resulting from a **Claim** for a **Wrongful Act** by an **Agent, Agency, or Registered Representative** provided that such **Claim** contains no allegations of negligence or bad faith against the National Association of Professional Agents or the **Policyholder** whether such allegations involve negligent hiring, training, management, supervision, or otherwise.

II. DEFENSE

A. Defense of Claims

1. If a **Claim** is made against the **Insured** within the United States of America, its territories or possessions or Canada, the Insurer shall have the right and duty to defend such **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Insurer may make such investigation and negotiate settlement of any **Claim** it deems expedient, but the Insurer shall not be obligated to pay any **Loss** to defend or continue to defend any **Claim** after the applicable limit of the Insurer's liability has been exhausted by payment of **Loss**.



2. If a **Claim** is made against the **Insured** outside of the United States of America, its territories or possessions or Canada, the Insurer shall indemnify the **Insured** pursuant to the terms, conditions, provisions and exclusions of the Policy, but shall not have the duty to defend the **Insured**. The Insurer shall instead reimburse **Defense Costs** incurred by the **Insured** in defending such **Claims**. In connection with such **Claims**, the **Insured** shall obtain the Insurer's consent to the selection of counsel, including counsel rates, and ensure that counsel complies with Insurer's *Defense Counsel Guidelines*. The Insurer shall have the right, but not the duty, to associate with the **Insured** in the defense of any such **Claim**.

B. Insurer's Consent

The **Insured** shall not admit liability, consent to any judgment, agree to any settlement, make any settlement offer, assume any obligation or incur any default judgment or award or expenses without the Insurer's prior consent, which consent shall not be unreasonably withheld. The Insurer shall not be liable for any **Loss** incurred by the **Insured** to the extent the **Loss** results from such **Insured** admitting liability, consenting to any judgment, agreeing to any settlement, making any settlement offer or incurring expenses without the Insurer's prior consent. The **Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy resulting from any **Claim**.

C. Arbitration

The **Insured** shall not demand or agree to arbitration of any **Claim** made against the **Insured** without the written consent of the Insurer, except with respect to arbitration between an **Insured** and a **Client**. In the event any **Claim** is submitted to arbitration, the Insurer, as soon as practicable, shall notify the **Insured** of the date of the arbitration hearing. The Insurer shall be entitled to exercise all of the **Insureds'** rights in the choice of arbitrators and in the conduct of any arbitration proceeding involving a **Claim** covered by this Policy.

III. DEFINITIONS

Wherever appearing in bold print in this Policy:

Administration of Employee Benefit Plans means consultation with participants in an employee benefit plan in order to explain the provisions of such plan and handling day-to-day ministerial functions required by such plan, including without limitation enrollment, record keeping and filing reports with government agencies. **Administration of Employee Benefit Plans** does not include third party claims administration.

Agency means any corporation, partnership, or other business entity:

1. which is a member of the National Association of Professional Agents;
2. which has elected to enroll for coverage under this Policy;
3. whose enrollment is on file with the **Policyholder**; and
4. which meets all **Eligibility Criteria** or is otherwise approved for enrollment in the Policy by the Insurer, provided always such decision shall be at the Insurer's sole discretion.

Agency does not include, without limitation, an independent marketing organization, a field marketing organization, a national marketing organization, or any organization performing functions typically done by these entities or anyone while acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any sub agents.

Agent means:

- A. a natural person:
 1. who is a member of the National Association of Professional Agents; and
 2. who has elected to enroll for coverage under this Policy;
 3. whose enrollment is on file with the **Policyholder**; and
 4. who meets all **Eligibility Criteria** or is otherwise approved for enrollment in the Policy by the Insurer, provided always such decision shall be at the Insurer's sole discretion.
- B. any:
 1. corporation, partnership, or other business entity owned or controlled by such natural person referred to in Paragraph A. of this definition, but solely with respect to the liability of such



- entity as it arises out of the rendering of or failing to render **Professional Services** by an **Agent** as defined in Paragraph A. of this definition;
2. natural person who is a life insurance producer for any insurance company provided such natural person also qualifies under Paragraph A. of this definition or qualifies for coverage as a **Registered Representative** under this Policy; or
 3. **Retired or Disabled Agent**.

Agent does not include an independent marketing organization, a field marketing organization, a national marketing organization, or any organization performing functions typically done by these entities or anyone while acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any subagents.

Application means all signed applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. An "affiliate of the Insurer" means an insurer controlling, controlled by or under common control with the Insurer.

Broker/Dealer means any securities broker or dealer as those terms are defined in the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, as amended.

Certificate of Insurance means the document issued to the **Named Insured** evidencing the terms, limits, premium and endorsements provided to the **Insureds** thereunder.

Certificate Period means the period of time between the inception date shown on the **Certificate of Insurance** and the effective date of termination, expiration or cancellation of the **Certificate of Insurance** issued to the **Named Insured**.

Claim means:

- A. a written demand for monetary damages; or
- B. a civil adjudicatory or arbitration proceeding for monetary damages,

against an **Insured** for a **Wrongful Act**, including any appeal thereof, brought by or on behalf of or for the benefit of any **Client**.

Client means a natural person to whom, or entity to which, **Professional Services** are rendered by an **Insured**. **Client** does not include any insurance company, insurance agent or **Broker/Dealer**.

Defense Costs means reasonable and necessary fees and expenses incurred by or at the direction of the Insurer in defense of any **Claim**, and costs of appeal, attachment or similar bonds. The Insurer has no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers and employees of the **Insured**, or fees and expenses of independent adjusters.

Domestic Partner means any person qualifying as such under any federal, state or local laws or under any **Insured** entity's employee benefit plans.

Eligibility Criteria means the requirements set forth below that each **Named Insured** must satisfy in order to be an **Insured** under this Policy:

- A. had never had any claim, suit or arbitration against him/her/it for any alleged malpractice, error, omission, mistake or other wrongful act within the last ten years;
- B. after reviewing his/her/its records, had no knowledge or information of any fact, situation, allegation or incident that might result in a complaint, claim, suit or arbitration against him/her/it;
- C. was not aware of or involved in any fee dispute with a **Client**;
- D. had never had his/her/its professional license or registration denied, suspended, revoked, non-renewed, or restricted in any way;
- E. had never been disciplined, fined or suspended by the SEC, FINRA, a state securities, corporation or insurance department or other regulatory authority, and was not under investigation by any of these authorities;
- F. had never been formally accused of violating any professional association's code of ethics or convicted of any felony or misdemeanor criminal offense;



- G. had never had any contract or appointment with any insurance company, broker-dealer or other organization suspended, terminated, non-renewed or restricted for cause; and
- H. had never had any application for any professional liability insurance policy or fidelity bond requested to be withdrawn, or declined, or had any such policy or bond canceled, issued on restrictive terms, or refused renewal.

If any individual, corporation, partnership or other business entity does not satisfy all of these requirements, such individual, corporation, partnership or other business entity shall not be entitled to coverage under this Policy.

Fungi means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins odors or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi.

Insured means the **Named Insured** and any natural person who is a former or current secretarial, clerical or administrative employee of such **Named Insured** but solely for services performed within his or her capacity as such and on behalf of such **Named Insured**, provided such natural person did not receive any commission income pursuant to an agent, broker or registered representative contract with any insurance company or **Broker/Dealer** as a result of providing **Professional Services** offered by the **Named Insured**.

If the **Named Insured** is an **Agency**, the definition of **Insured** also includes such **Agency's** natural person employees or contractors (including 1099 contractors) but only for such person's provision of **Professional Services** on behalf of such **Agency**.

Interrelated Wrongful Acts means any **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

Level Funded Health Plan means a self-insured hybrid plan providing health coverage to small businesses. The monthly costs of the plan remain level during the applicable policy period. The plan consists of three pools to pay: (i) employee health claims, (ii) plan administrative costs, and (iii) stop-loss insurance. Provided that the plan must be offered and administered by an insurance company rated A- or better by A.M. Best and contain both individual and aggregate stop-loss insurance. In addition, the plan must allow for unused portions of the employee health claims pool to be returned to the insured.

Loss means monetary settlements or monetary judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

However, **Loss** shall not include:

- A. criminal or civil fines, penalties or sanctions imposed by law, taxes, or restitution. However, **Loss** shall include any taxes, fines, and penalties incurred by a third party and included in such third party's **Claims** against the **Insured**;
- B. any amounts for which there are no legal recourse against the **Insureds**;
- C. punitive or exemplary damages or the amount of any multiplied damage award which is in excess of the damage award so multiplied;
- D. costs incurred as a result of any injunctive relief;
- E. the return of commissions, fees or charges for **services** rendered by an **Insured**; or
- F. matters which are uninsurable under the law pursuant to which this Policy shall be construed.

Microbe means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including, but not limited to, any spores, mycotoxins, odors or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of microbes.

Named Insured means the **Agent**, **Agency**, or **Registered Representative** named in the **Certificate of Insurance**.

New Agent means a licensed **Agent** who has:

- A. enrolled in the Policy within two years from the time such individual obtained his or her first original state issued life and health agent or property and casualty agent license; and



- B. has commission income of less than \$100,000 for the twelve (12) months prior to enrolling under this Policy.

Personal Injury means injury or damage sustained by any person or organization caused by or arising out of:

- A. false arrest, detention or imprisonment, or malicious prosecution;
- B. libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

Policy Period means the period from the effective date of this Policy as specified in the Declarations to the date the Policy is terminated as set forth in Section VIII. Termination of Master Policy.

Policyholder means the organization specified in Item 1a. of the Declarations.

Pollutants mean any substance exhibiting hazardous characteristics as or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.

Prior Acts Date means the date the **Named Insured** became continuously insured without interruption under any claims made professional liability policy (subject to written proof of such coverage at the time the **Insured** gives written notice to the Insurer of a **Claim** under this Policy).

Private Placement means a security which is exempt from registration with the Securities and Exchange Commission as promulgated under Regulation D of the Securities Act of 1933, as amended, and meets all rules and conditions set forth under Regulation D.

Professional Services mean only the following services as described in each Coverage Option (if purchased) below with respect to an **Agent, Agency, or Registered Representative** to the extent they are provided in the course and scope of such **Agent, Agency, or Registered Representative's** business as an **Agent, Agency, or Registered Representative** and such **Agent, Agency, or Registered Representative** has the appropriate license in both the **Client's** resident state or jurisdiction and the state or jurisdiction in which the business is conducted:

- A. Coverage Option A - Life
 - 1. the sale, attempted sale or servicing of life insurance, accident and health insurance, long term care, Medicare Advantage/Supplemental Insurance, disability income insurance, or 24-hour care coverage (as defined by statutory law);
 - 2. **Administration of Employee Benefit Plans;**
 - 3. services as a Notary Public; or
 - 4. the use of **Social Media** in conjunction with the services described in subparagraphs 1., 2., and 3., of this Paragraph A.
- B. Coverage Option B - Life / Annuity
 - 1. all services provided in Coverage Option A;
 - 2. the sale, attempted sale or servicing of fixed and indexed annuities; or
 - 3. the use of **Social Media** in conjunction with the services described in subparagraphs 1. and 2. of this Paragraph B.
- C. Coverage Option C - Life / Annuity / Registered Representative Coverage
 - 1. all services provided in Coverage Option B;
 - 2. the sale, attempted sale or servicing of variable products, mutual funds, and unit investment trusts; or
 - 3. the use of **Social Media** in conjunction with the services described in subparagraphs 1. and 2. of this Paragraph C.



Coverage for acts as an **Insured** pursuant to Coverage Options A, B, and C, is limited to the products and services covered by such options, as applicable, which have been issued by properly licensed and admitted insurance carriers in states where such products have been authorized to be sold by applicable regulatory authorities.

The **Named Insured** must purchase Coverage Option A, B, or C in order to be eligible for coverage under any of the following Property & Casualty Coverage Options:

D. Coverage Option D - Personal Lines Property & Casualty Coverage

1. the sale, attempted sale or servicing of the following personal lines insurance products: homeowners, automobile, watercraft, recreational vehicle, motorcycle, personal umbrella, pet, renters, travel, and residential flood insurance with respect to property and casualty insurance risks located within the United States, its territories or possessions, Puerto Rico, or Canada and written through admitted insurance carriers; and
2. the use of **Social Media** in conjunction with the services described in subparagraph 1. of this Paragraph D.

Provided, for coverage to apply to **Claims** based upon, directly or indirectly arising out of, or in any way involving flood insurance, each of the following conditions precedent to coverage must apply:

- i. such insurance must have been offered to the claimant;
- ii. such offer must have been documented at the time of offer;
- iii. if the offer was rejected, the rejection must have been documented in writing at the time of rejection; and
- iv. the **Insured** must have complied with his/her state's statutory and regulatory requirements involving earthquake, wind, or flood insurance as applicable.

E. Coverage Option E - Personal and Commercial Property & Casualty:

1. the sale, attempted sale or servicing of the personal and commercial lines insurance products listed below, with respect to property and casualty insurance risks located within the United States, its territories or possessions, Puerto Rico, or Canada and written through admitted insurance carriers:
 - a. Coverage applies to the following personal lines insurance coverage or products only: homeowners, automobile, watercraft, recreational vehicle, motorcycle, personal umbrella, pet, renters, travel, and residential flood; and
 - b. Coverage applies to the following commercial lines of insurance coverage or products only: workers' compensation and employers' liability, general liability, products liability, commercial multi-peril, business owner's policy, commercial automobile (other than long haul trucking which is not covered), commercial property, and commercial flood;

and

2. the use of **Social Media** in conjunction with the services described in subparagraph 1. of this Paragraph E.

Provided, for coverage to apply with respects to **Claims** based upon, directly or indirectly arising out of, or in any way involving flood insurance, each of the following conditions precedent to coverage must apply:

- i. such insurance must have been offered to the claimant;
- ii. such offer must have been documented at the time of offer;
- iii. if the offer was rejected, the rejection must have been documented in writing at the time of rejection; and
- iv. the **Insured** must have complied with his/her/its state's statutory and regulatory requirements involving flood insurance.



F. Coverage Option F - Personal and Commercial Property & Casualty:

The **Named Insured** must purchase Coverage Option E to be eligible for this coverage. Coverage F will share the Limits of Liability for Coverage E.

1. the sale, attempted sale or servicing of the following insurance products:
 - a. Commercial lines: inland marine, cyber liability, medical malpractice and professional liability, directors and officers liability, employment practice liability, fidelity, surety, crop, hail, wind and earthquake insurance written through both admitted and non-admitted insurance carriers;
 - b. Also the following commercial lines insurance products: workers' compensation and employers' liability, general liability, products liability, commercial multi-peril, business owner's policy, commercial automobile (other than long haul trucking which is not covered), commercial property, and commercial flood through non-admitted insurance carriers; and
 - c. Personal lines: homeowners, automobile, watercraft, recreational vehicle, motorcycle, personal umbrella, pet, renters, travel, and residential flood written through non-admitted insurance carriers;

and

2. the use of **Social Media** in conjunction with the services described in subparagraph 1. of this Paragraph F.

Provided, for coverage to apply to **Claims** based upon, directly or indirectly arising out of, or in any way involving or related to earthquake, wind, or flood insurance, each of the following conditions precedent to coverage must apply:

- i. such insurance must have been offered to the claimant;
- ii. such offer must have been documented at the time of offer;
- iii. if the offer was rejected, the rejection must have been documented in writing at the time of rejection; and
- iv. the **Insured** must have complied with his/her state's statutory and regulatory requirements involving earthquake, wind, or flood insurance as applicable.

All coverage under Option F is subject to the following conditions precedent which both must be met for coverage to apply:

- a. Any non-admitted insurance written by a **Named Insured** must be obtained through a licensed surplus lines broker who/which is not affiliated with that **Named Insured** or his/her employer; and
- b. No more than 10% for the prior calendar year of the **Named Insured's** revenue can be derived from the additional coverages provided by this Coverage Option F as set forth in subparagraph a. above.

G. Coverage Option G - Health Care Sharing Ministry Coverage

Provides coverage for the **Named Insured's** activities as an **Agent** or **Agency** also insured under Coverage Options A, B or C, with respect to the sale, attempted sale, or servicing of products offered by a "Healthcare Sharing Ministry" pursuant to the "Health Care Sharing Ministry" Endorsement.

Registered Representative means:

A.

1. a natural person who is registered with the Financial Industry Regulatory Authority as a registered representative or registered principal, who has maintained a contract with a **Broker/Dealer** who has elected to enroll for coverage under this Policy, and whose enrollment is on file with the **Policyholder**; or
2. any corporation, partnership or other business entity that is owned or controlled by such natural person, but solely with respect to the liability of such organization arising out of failing to render **Professional Services** by an **Insured**.



and

- B. who meets all of the **Eligibility Criteria** or is otherwise approved for enrollment in the Policy by the Insurer, such decision shall be at the Insurer's sole discretion.

Registered Representative also includes any **Retired or Disabled Registered Representative**.

Retired or Disabled, whether used either separately or together, means no longer providing **Professional Services** on behalf of any **Broker/Dealer** or any other insurance company.

Retired or Disabled Agents, or **Registered Representatives**, whether used either separately or together, means **Agents**, or **Registered Representatives** who are **Retired or Disabled**.

Social Media means a form of internet marketing which seeks to achieve the marketing and communications goals of an **Insured's** business as an **Agent**, **Agency**, or **Registered Representative** through the participation in various internet social media networks.

Wrongful Act means any negligent act, error or omission of, or **Personal Injury** caused by, the **Insureds** in rendering or failing to render **Professional Services**.

IV. EXTENDED REPORTING PERIOD

- A. If during the **Certificate Period** a **Named Insured** ceases their status as such with the **Policyholder**, such **Named Insured** shall have a one year Automatic Extended Reporting Period, beginning on his/her/its date of termination and terminating 12 months thereafter, during which time coverage for such **Named Insured** shall continue in accordance with the terms and conditions of this Policy, but only with respects to **Wrongful Acts**: (i) committed after the **Prior Acts Date** as defined in the Policy; (ii) committed before such **Named Insured's** termination date; and (iii) which are **Wrongful Acts** otherwise covered under the terms and conditions of this Policy.
- B. A **Named Insured** shall not be entitled to such Automatic Extended Reporting Period if he/she/it, at the time any **Claim** is made, is enrolled in any broker, dealer, life agent, registered representative, registered investment advisor, financial planning or professional liability policy, other than this Policy, whether or not that policy actually affords coverage for the **Claim** in question.
- C. A **Named Insured** shall not be entitled to such Automatic Extended Reporting Period if the Insurer has cancelled such **Named Insured's Certificate of Insurance** for non-payment of premium when due.

V. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses or **Domestic Partners** of **Insureds**, shall be considered **Insureds** under this Policy; provided however, that coverage is afforded to such estates, heirs, legal representatives, assigns, spouses or **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such **Claim** seeks damages from marital community property, jointly-held property or property transferred from the **Insured** to the spouse or **Domestic Partner**. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this Policy, including without limitation the retention applicable to **Loss** incurred by the **Insured** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns, spouses or **Domestic Partners**.

VI. LIMIT OF LIABILITY, RETENTION AND ALLOCATION

- A. Each **Claim** and Aggregate per **Certificate of Insurance**
- The Limit of Liability set forth in each **Certificate of Insurance** shall apply as follows:
1. Each **Claim** – per **Certificate of Insurance**
Subject to paragraph 2. below, the Limit of Liability of the Insurer for **Loss** for each covered **Claim** shall not exceed the amount stated in such **Insured's Certificate of Insurance**.
 2. Aggregate – per **Certificate of Insurance**
The Limit of Liability of the Insurer for **Loss** for all **Claims** in the aggregate shall not exceed the amount stated in such **Insured's Certificate of Insurance**.



B. **Multiple Insureds**

The Limits of Liability, shown in each **Certificate of Insurance**, shall be the Insurer's maximum Limit of Liability for all **Insureds** thereunder, regardless of the number of **Insureds**, **Claims** made or persons or entities making **Claims**.

C. **Exhaustion of Limit of Liability**

The Insurer's obligations under each **Certificate of Insurance** shall be deemed completely fulfilled and extinguished if the Limit of Liability thereunder is exhausted by payment of **Loss**.

D. **Retention**

Subject to the applicable Limit of Liability, the Insurer shall pay all covered **Loss** excess of all applicable Retentions, if any, set forth in the **Named Insured's Certificate of Insurance**. If more than one Retention is applicable to any single **Claim**, the maximum aggregate Retention for such **Claim** shall be the largest of such Retentions.

If the Insurer, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the applicable Retention, the **Insured** shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer.

E. **Interrelated Wrongful Acts**

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been made on the earlier of:

1. the date on which the earliest such **Claim** was first made; or
2. the first date valid notice was given by an **Insured** and received by the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event or transaction which underlies any such **Claim**.

F. **Allocation**

If a **Claim** made against the **Insureds** includes both covered and uncovered matters or if a **Claim** is made against **Insureds** who are extended coverage under this Policy and others who are not extended coverage therefor under this Policy, the **Insureds** agree that there must be an allocation between insured and uninsured **Loss** (other than that part of **Loss** attributable to **Defense Costs**). The **Insureds** and the Insurer shall exert their best efforts to agree upon a fair and proper allocation between such insured and uninsured **Loss** based upon the relative legal exposures of the parties to such matters.

VII. NOTICE

- A. If a **Claim** is made against any **Insured**, the **Insured** shall, as soon as practicable, notify the Insurer during the applicable **Certificate Period** or during a consecutive, immediately following **Certificate Period** and forward to the Insurer every demand, notice, summons, or other process received. The limits of liability for the **Certificate Period** in effect on the date the **Claim** is reported to the Insurer shall apply.

In addition, in the event of cancellation or non-renewal of the **Certificate of Insurance**, the **Insured**, may report **Claims** made against the **Insured** during the **Certificate Period** or within 30 days immediately following the cancellation or non-renewal of such **Certificate of Insurance**.

In no event, however, shall the Insurer be responsible to pay any **Loss** in connection with any default judgment entered against an **Insured** prior to notice to the Insurer or as a result of untimely notice to the Insurer nor shall the Insurer be responsible to pay any **Loss** in connection with any **Claim** in which the Insurer's interests have been prejudiced because of the **Insured's** failure to supply timely notice to the Insurer.

- B. If, during the **Certificate Period** the **Insured** first becomes aware of specific **Wrongful Acts** which may reasonably give rise to a future **Claim** and during such period gives written notice to the Insurer of:



1. the names of the potential claimants and a description of the specific **Wrongful Act** which forms the basis of their potential **Claim**;
 2. the identity of the specific **Insureds** allegedly responsible for such specific **Wrongful Act**;
 3. the consequences which have resulted or may result from such specific **Wrongful Act**;
 4. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act**; and
 5. the circumstances by which the **Insureds** first became aware of such specific **Wrongful Act**,
- then any **Claim** otherwise covered under this Policy which is subsequently made against the **Insureds** and which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the Insurer. No coverage is provided for a **Claim** resulting from such **Wrongful Act** until such time as such **Claim** is reported to the Insurer in accordance with paragraph A. above.
- C. Except as provided in paragraph B. above, a **Claim** shall be deemed to be made:
1. in the case of a civil proceeding or arbitration, on the earliest of the date of service upon or other receipt by any **Insured** of a complaint or similar document against the **Insured** in such proceeding or arbitration; or
 2. in the case of a written demand for monetary damages, upon the **Insured's** receipt of notice of such demand.
- D. The **Insureds** shall give written notice to the Insurer at the address specified on the **Certificate of Insurance**, which shall be effective upon receipt.
- E. The **Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers and such other information, assistance and cooperation as the Insurer may reasonably request. The **Insureds** agree to cooperate with the Insurer, and provide all assistance and information reasonably requested by the Insurer. When requested by the Insurer, the **Insureds** shall submit to examination by a representative of the Insurer, under oath if required, and shall attend hearings, depositions, and trials and shall assist in the conduct of **Claims** including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the Insurer's representatives and meeting with such representatives for the purpose of investigation or defense, all of the above without charge to the Insurer.

VIII. TERMINATION OF MASTER POLICY

This Master Policy shall remain continuously in effect until canceled by the Insurer or by the **Policyholder** as follows:

1. The Insurer may cancel this Policy for any reason by providing to the **Policyholder** written notice stating when, not less than 60 days thereafter, such cancellation shall be effective.
2. This Policy may be canceled by the **Policyholder** by surrender of this Policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. The making of such notice by registered, certified or other first class mail, to the Insurer at the address shown in the **Certificates of Insurance**, shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

Certificates of Insurance in effect at the time of cancellation of the Policy shall remain in effect until the expiration date of the **Certificate of Insurance** as set forth in the **Certificate of Insurance**, and **Claims** submitted under such **Certificates of Insurance** shall be otherwise governed by this Policy. In such event, each **Named Insured** will be notified of non-renewal pursuant to the requirements of the law of the state in which the **Named Insured's Certificate of Insurance** is delivered.



IX. OTHER INSURANCE

If any **Loss** resulting from any **Claim** is insured under any other policy, this Policy shall apply only to the extent the **Loss** exceeds the Limit of Liability under such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Policy.

X. SUBROGATION AND RECOVERY

In the event of any payment under this Policy, the Insurer shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the **Insured**, less the cost to the Insurer of recovery.

XI. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy, or stop the Insurer from asserting any right under the provisions of this Policy. The provisions of this Policy shall not be waived, changed or modified except by endorsement issued to form a part of this Policy.

XII. NO ACTION AGAINST INSURER

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy, or until the amount of the **Policyholder's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Insurer. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Insurer in any action against the **Insured** to determine the **Insured's** liability, nor shall the Insurer be impleaded by the **Insured** or their legal representative in any such **Claim**.

XIII. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed to this Policy.

XIV. TERRITORY

Except as provided in Section II. Defense, Paragraph A.2. this Policy applies to **Wrongful Acts** which happen anywhere in the world, but only with respect to **Claims** made or suits brought against the **Insured** in the United States of America, its territories or possessions, or Canada.

XV. ENTIRE AGREEMENT

The **Policyholder** agrees that this Policy, including the **Application**, any materials submitted or required to be submitted therewith, and any written endorsements attached, constitute the entire contract existing between **Insureds** and the Insurer or any of its agents relating to this insurance.

XVI. EXCLUSIONS

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

A. Prior Litigation

based upon, directly or indirectly arising out of, or in any way involving facts alleged in any litigation against the **Insured** pending on or prior to the inception date of such **Named Insured's Certificate of Insurance**;

B. Wrongful Acts of Broker/Dealers

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Wrongful Acts** or **Interrelated Wrongful Acts** by, or liability of, any **Broker/Dealer**;



C. **Claims by Specified Persons or Entities**

by or on behalf of, or for the benefit of, whether directly or indirectly:

1. any parent, spouse, **Domestic Partner**, or child of the **Insured**;
2. an entity in which one or more **Insureds**, at the time of the **Wrongful Act** giving rise to a **Claim**:
 - i. had a total of ten percent (10%) or more equity interest, or
 - ii. operated, controlled, or managed;
3. an individual or entity which has, or did have at the time of the **Wrongful Act**, a total of ten percent (10%) or more equity interest in an entity **Insured** or operates, controls or manages an entity **Insured**;
4. any past or present **Insured**, whether it be an individual, class or derivative action, except and to the extent that such **Claim** is by an **Insured** in his or her capacity as a **Client**;
5. any clearing agency or arising out of any function of any **Insured** as a clearing agency;
6. any **Broker/Dealer** other than one which buys, sells or trades in securities exclusively as a principal for its own account;
7. any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency, in any capacity; or
8. any self-regulatory organization including, but not limited to, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or the Securities Investor Protection Corporation, in any capacity,

provided, however, that paragraphs 7. and 8. above shall not apply to any **Claim** by an official of such agency or organization if such official is bringing the **Claim** in his or her capacity as a direct **Client** of an **Insured** and not as an official of such agency or organization;

D. **Intentional Acts**

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged dishonest, fraudulent, criminal, malicious, purposeful or intentional act, error or omission, or any actual or alleged willful violation of any statute or law as determined by a final adjudication in the underlying action or in a separate action or proceeding;

For purposes of determining the applicability of this Exclusion:

1. the facts pertaining to and knowledge possessed by any natural person **Insured** shall not be imputed to any other natural person **Insured**; and
2. only facts pertaining to and knowledge possessed by any executive officer shall be imputed to the **Insured** entity;

E. **Bodily Injury/Property Damage**

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;

F. **Contractual Liability/Promises/Guarantees**

based upon, directly or indirectly arising out of, or in any way involving actual or alleged:

1. liability of others assumed by an **Insured** under any contract or agreement; provided, however, that this paragraph shall not apply to the extent that the liability would attach to an **Insured** in the absence of such contract or agreement; or
2. making or stating of any promises or guarantees as to interest rates or fluctuations in interest rates, the market value of any investment or insurance product, or future premium payments;

G. **Specified Services**

based upon, directly or indirectly arising out of, or in any way involving actual or alleged:

1. performance of or failure to perform services by the **Insured** as:
 - a. an actuary, accountant, attorney, property or casualty agent, real estate agent, or third party administrator; or
 - b. a market maker or specialist in any securities; or
2. tax advice provided by the **Insured** except to the extent that such tax advice is an incidental part of the **Professional Services** being rendered;



H. **Premium/Claim/Tax Monies**

based upon, directly or indirectly arising out of, or in any way involving:

1. the **Insured's** inability or refusal to pay or collect premium, claim or tax monies; or
2. a dispute over fees, commissions or charges, including without limitation the structure of fees or excessive fees; however, this paragraph 2. shall not apply to surrender charges;

I. **Commingling/Illegal Profit**

based upon, directly or indirectly arising out of, or in any way involving:

1. any actual or alleged commingling or use of **Client** funds; or
2. any actual or alleged profit, remuneration or pecuniary advantage gained by any **Insured**, to which the **Insured** was not legally entitled;

as determined by a final adjudication in the underlying action or in a separate action or proceeding;

For purposes of determining the applicability of this Exclusion:

1. the facts pertaining to and knowledge possessed by any natural person **Insured** shall not be imputed to any other natural person **Insured**; and
2. only facts pertaining to and knowledge possessed by any executive officer shall be imputed to the **Insured** entity;

J. **Insolvency**

based upon, directly or indirectly arising out of, or in any way involving the insolvency, receivership, conservatorship, liquidation, bankruptcy, reorganization or inability to pay of a natural person, entity, benefit plan, bank or banking firm, title or escrow company, law firm, broker/dealer, clearing agency, insurance company, managed health care organization, reinsurer or pool, syndicate, association or other combination formed for the purpose of providing insurance, self-insurance or reinsurance, risk retention group or captive (or any self insurance plan or trust by whatsoever name), or limited partnership in which the **Insured** has placed business or obtained insurance coverage, or placed or recommended placement of the funds of a **Client**; however, notwithstanding the foregoing, the Insurer shall have the right and duty to defend the **Insured** in any such **Claim**, provided such **Claim** arises from the **Insured's** placement of coverage with an admitted Insurer with an A.M. Best rating of "B+" or better rating at the time of placement;

K. **Employee Benefit Plans**

based upon, directly or indirectly arising out of, or in any way involving:

1. any actual or alleged pension, profit sharing, health and welfare or other employee benefit plan or trust sponsored by the **Insured** or any entity owned or controlled by the **Insured** or in which the **Insured** is a participant, trustee or named fiduciary, as defined under the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law; or
2. the actual or alleged design of any employee benefit plan;

L. **Sale or Servicing of Certain Products or Investment Strategies**

based upon, directly or indirectly arising out of, or in any way involving the actual or alleged sale, attempted sale or servicing of, or investment strategy involving any:

1. coverage, alleged coverage or plan placed with any form of Multiple Employer Welfare Arrangement as defined by the Employee Retirement Income Security Act of 1974, as amended or any employee benefits plan involving self funding in whole or in part, by any employer, union, or employment related entity; however, this exclusion shall not apply if funded in whole or in part by an insurance company or product, or to **Level Funded Health Plans**;
2. structured settlements, life settlements, or similar transactions in which the present value of a conditional contract is exchanged or sold;
3. employee benefit plans (other than Group Life and Group Health plans) and KEOGH retirement plans;
4. any life insurance policy in which the premium was paid for, in whole or in part, by or through any premium finance mechanism or any premium finance company;
5. products or services not approved by a **Broker/Dealer** with whom the Insured **Named Insured** has a contract;



6. securities other than mutual funds, variable life insurance or variable annuities;
7. arbitrage;
8. day trading;
9. commodities, commodities futures contracts, or any type of option contract with the exception of covered call writing;
10. promissory notes;
11. ETS pay phone investments or other similar type investments;
12. viatical settlements, viatical insurance benefits, viatical investment pools or any security backed by viatical settlements;
13. structured products, including but not limited to, structured settlements, structured notes, principal protected notes or reverse convertibles notes;
14. Life Settlements, reverse mortgages or similar transactions in which the present value of a conditional contract is exchanged or sold;
15. issuer callable, step-up or step-down certificates of deposit or equipment sale-lease-buy-back transactions of any kind;
16. Leveraged or Inverse Products, including but not limited to Exchange Traded Funds or Mutual Funds, or Exchange Traded Notes;
17. derivatives, including without limitation, interest rate swaps, collateralized mortgage obligations (CMO's), collateralized debt obligations (CDO's);
18. Stranger Originated Life Insurance (STOLI) or Speculator Initiated Life Insurance (SPIN-LIFE), Corporate Owned Life Insurance policies (COLI) or Bank Owned Life Insurance policies (BOLI);
19. cryptocurrency;
20. investments obtained through or the use of crowdfunding or private equity;
21. charitable gift annuities;
22. conservation easements; or
23. micro-captive insurance companies taxed under IRS Section 813(b);

M. Discretionary Authority

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged activities in connection with the exercise of discretionary authority with regard to the management or disposition of assets (whether for individuals, groups, employee benefit plans, or other entities of whatever legal form or character);

N. Nuclear/Pollution

based upon, directly or indirectly arising out of, or in any way involving:

1. any nuclear reaction, radiation or contamination; or
2. any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**; any request, direction or order that any of the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to the **Insureds**, their security holders, or their creditors resulting from any of the aforementioned matters;

O. Anti-trust

based upon, directly or indirectly arising out of, or in any way involving actual or alleged price fixing, price discrimination, predatory pricing, restraint of trade, antitrust, monopolization, unfair trade, or unfair anti-competitive conduct; however, the knowledge of any such act by any **Insured** individual shall not be imputed to any other **Insured** individual; and only such knowledge of an executive officer shall be imputed to an **Insured** entity;

P. Confidential or Non-public Information

based upon, directly or indirectly arising out of or in any way involving the actual or alleged use, misuse or disclosure of:

1. confidential information, including but not limited to such use for the purpose of replacement of coverage; or
2. non-public information in a manner prohibited by the laws of the United States, including, but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988, Section



10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, any similar laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing, all as amended;

Q. Unlicensed Entity

based upon, directly or indirectly, arising out of or in any way involving the placement of a **Client's** coverage or funds directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed to do business in the state or jurisdiction with authority to regulate such business; however, this Exclusion shall not apply to any **Claim** arising from or contributed to by the placement of a **Client's** coverage or funds directly or indirectly with such organization, entity or vehicle which is an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;

R. Investment Banking Activities

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged underwriting, syndicating, or investment banking work, or associated counseling or investment activities, including but not limited to, any aspect of any actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or a **Private Placement**), other efforts to raise or furnish capital or financing for any enterprise or entity or any disclosure requirements in connection with any of the foregoing;

S. Securities Below Minimum Capitalization Levels

based upon, directly or indirectly arising out of, or in any way involving any penny stock or any security issued by an entity unable to meet the minimum capitalization and other standards for listing and maintenance on the NASDAQ Capital Market;

T. Owned Funds or Investment Products

based upon, directly or indirectly arising out of, or in any way involving any proprietary fund or investment products in which a **Named Insured** has any ownership interest;

U. Investment in Specified Securities or Funds

based upon, directly or indirectly arising out of, or in any way involving the use of or investment in:

1. any security that is not registered with the Securities and Exchange Commission; or
2. any hedge fund, whether it is registered or not with the Securities and Exchange Commission;

V. Limited Partnerships, REITS

based upon, directly or indirectly arising out of, or in any way involving the use of or investment in any Limited Partnership, **Private Placements**, 1031 Exchanges, Tenant in Common Investments (pursuant to Section 1031 of the Internal Revenue Code), Real Estate Investment Trusts (REIT's), issuer callable certificates of deposit, equipment sale-lease-buy-back transactions of any kind;

W. Fiduciary Services

based upon, directly or indirectly arising out of, or in any way involving investment advice provided by a Fiduciary Adviser if such investment advice is not provided pursuant to and in accordance with all of the requirements of the Pension Protection Act of 2006 as it may be amended; or the Department of Labor's Conflict of Interest provisions as they relate to retirement investment advice, as amended;

X. Wrongful Employment Practices

based upon, directly or indirectly arising out of, or in any way involving employment practices including but not limited to discrimination or termination of employment;

Y. Short Sales

based upon, directly or indirectly arising out of, or in any way involving actual or alleged short selling of any security;



Z. Social Media

based upon, directly or indirectly or arising out of, or in any way involving any regulatory proceeding brought by any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency or any self-regulatory agency, in any capacity based upon or arising out of the **Insured's** use of **Social Media** provided, however, that this exclusion shall not apply to any **Claim** by an official of such agency or organization if such official is bringing the **Claim** in his or her capacity as a direct **Client** of an **Insured** and not as an official of such agency or organization;

AA. 412/419 Plans

based upon, directly or indirectly arising out of, or in any way involving:

1. the sale, attempted sale or servicing of any plans created under sections 412 or 419 of the Internal Revenue Code; or
2. any actual or alleged sale or servicing of any insurance sold as part of or to be used in conjunction with or to fund any plan created under sections 412 or 419 of the Internal Revenue Code;

AB. Unsolicited Communications

based on, directly or indirectly or arising out of, or in any way involving:

1. any actual or alleged violation of any federal anti-spam statute or regulation, including the CAN-SPAM Act of 2003;
2. any actual or alleged violation of any federal statute or regulation prohibiting the dissemination of unsolicited communications, including any violation of the Telephone Consumer Protection Act of 2001; or
3. any actual or alleged violation of any federal, state or local anti-spam statute, ordinance or other regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information including any statute or regulation prohibiting the dissemination of unsolicited communications;

AC. Churning

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged churning or excessive trading by an **Insured**;

AD. Transfer of Pension Benefit

based upon, directly or indirectly arising out of, or in any way involving the actual or alleged sale, assignment or purchase of:

1. any stream of income or benefits originally payable to another person or entity, including but not limited to retirement, pension, disability, insurance or annuity benefits;
2. any product, benefit, investment or stream of income where the sale or assignment of such product, benefit, investment or stream of income is not permitted, whether by law or by the terms of the product, benefit or investment; or
3. any product, benefit, investment or stream of income where the sale or assignment of such product, benefit, investment or stream of income is prohibited by federal, state or local law;

AE. Troubled Securities

based upon, directly or indirectly arising out of, or in any way involving a security or other investment issued by or with respect to any entity, or organization affiliated with any such entity, which has, actually or allegedly:

1. admitted in writing its inability to pay its debts;
2. made a general assignment for the benefit of creditors;
3. been the subject of any proceeding seeking to adjudicate it as bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee or other similar official for it or for any substantial part of its property;
4. engaged in any business reorganization (including, without limitation, any transfer of all or substantially all of its assets, a "roll up", "roll over" or incorporation);



5. taken any corporate action to authorize any of the actions set forth in paragraphs 1., 2., 3., or 4. above;
6. been the subject of a class action lawsuit involving its securities; or
7. been under federal or state regulatory investigation with respect to its securities;

AF. **Fungi/Microbes**

based upon, directly or indirectly arising out of, or in any way involving any actual, alleged, or threatened inhalation of, ingestion of, growth or presence of **Fungi or Microbes**; or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of, or advice of the existence of any **Fungi or Microbes**. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Damages** claimed.

XVII. TRADE EMBARGOES AND SANCTIONS

This Policy does not provide coverage for **Insureds**, transactions or that part of **Loss** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

XVIII. HEADINGS AND NUMBER

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage. Defined terms in the singular also include the plural and defined terms in the plural also include the singular.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed by its President and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

President

Secretary

Doug Worman

Stathy Darcy



**ADMINISTRATOR ENDORSEMENT
(Master Policy)**

In consideration of the premium, the Policy is amended to add the following:

The National Association of Professional Agents is acting as the administrator of this program on behalf of the participating agents. As the administrator, the National Association of Professional Agents has the responsibilities of the **Policyholder**, including but not limited to, payment to the Insurer of all premium collected and due from the **Named Insureds** pursuant to the terms of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



APPLICATION ENDORSEMENT

In consideration of the premium, the Policy is amended as follows:

The Policy is amended to add the following Section:

- **APPLICATION**

The Insurer has relied on the accuracy and completeness of the statements, information and representations contained in each **Named Insured's Application**. All such statements, information and representations are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy.

If the statements, information or representations in the **Named Insured's Application** were not accurate and complete and such inaccuracy or incomplete disclosure materially affected either the acceptance of the risk or the hazard assumed by the Insurer, then the Insurer shall have the right to void coverage with respect to each such **Named Insured**.

Provided always, nothing contained in the Section shall alter or amend the **Eligibility Criteria** which each **Named Insured** must satisfy in order to be insured under this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**MASTER POLICY
AGGREGATE ENDORSEMENT**

It is agreed that solely with respect to those **Insureds** who are not residents of or practice in New York State, the Policy is amended as follows:

I. Aggregate Limits

Policy Year Aggregate Limit of Liability: \$10,000,000

II. The section entitled **DEFINITIONS** is amended to add a new definition as follows:

Policy Year means the period of one year following the effective date of the **Policy Period** or any subsequent one-year anniversary thereof.

III. The following new paragraphs are added to the section entitled **LIMIT OF LIABILITY, RETENTION AND ALLOCATION** as follows:

- Policy Aggregate:

The amount set forth as the **Policy Year** Aggregate Limit of Liability in paragraph I. of this Endorsement shall be the maximum Aggregate Limit of Liability of the Insurer for each **Policy Year**, regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**. The **Policy Year** Aggregate Limit in effect at the time a **Certificate of Insurance** is issued shall be the applicable **Policy Year** Aggregate Limit for such **Certificate of Insurance** regardless of when such **Certificate of Insurance** expires.

- Per **Claim** Aggregate:

If more than one each **Claim** limit of liability is applicable to any one **Claim**, the Insurer's maximum limit of liability for such **Claim** shall be the largest of such each **Claim** limit of liability.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**AMEND DEFINITION OF CERTIFICATE PERIOD ENDORSEMENT
(GAP COVERAGE)**

It is hereby understood and agreed that, solely for those **Insureds** who are maintaining continuous coverage pursuant to any claims made broker-dealer, life agent, P&C agent, registered representative, registered investment adviser, financial planning or professional liability policy, the section entitled **DEFINITIONS**, the definition of **Certificate Period** is amended to add the following:

Certificate Period also means the period of time between the expiration date shown on the **Named Insured's** previous certificate of insurance and the inception date shown on the **Named Insured's** current **Certificate of Insurance**. Provided always, in no event shall the expiration date between the **Named Insured's** previous certificate of insurance and the inception date shown on the current **Certificate of Insurance** be greater than 30 days.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



PRE-CLAIM ASSISTANCE ENDORSEMENT

In consideration of the premium, the Section entitled **LIMIT OF LIABILITY, RETENTION AND ALLOCATION** of the Policy is amended to add the following new paragraph:

Pre-Claim Assistance

Until the date a **Claim** is made, the Insurer may pay, at its sole discretion, up to \$15,000, for all reasonable and necessary fees and expenses it incurs as a result of investigating a potential **Claim** that the **Insured** reports to the Insurer in accordance with the section entitled **NOTICE**, paragraph B. Should a potential **Claim** be investigated pursuant to this paragraph, and that potential **Claim** later becomes a covered **Claim** under this Policy, then the Limits of Liability and the Retention applicable to such **Claim** shall apply. While not **Loss**, this amount is part of and not in addition to the Aggregate Limit of Liability set forth in each **Named Insured's Certificate of Insurance** and the Policy Aggregate Limit of Liability.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



SUBPOENA EXPENSES COVERAGE ENDORSEMENT

In consideration of the premium, the section entitled **LIMIT OF LIABILITY, RETENTION AND ALLOCATION** of the Policy is amended to add the following new paragraph:

- Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or sworn testimony, during the applicable **Certificate Period**, arising out of **Professional Services** rendered by such **Insured**, the **Insured** may provide the Insurer with a copy of the subpoena and the Insurer, at its sole discretion, may retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been previously engaged to provide advice or sworn testimony in connection with the lawsuit, nor has the **Insured** provided such advice or sworn testimony in the past.

If such criteria are met, the Insurer will pay such attorney's legal fees excluding any disbursements up to the amount of \$20,000 for each **Insured**. While not **Loss**, such fees incurred under this provision are part of and not in addition to the Aggregate Limit of Liability set forth in each **Named Insured's Certificate of Insurance**. The Insurer's maximum limit of liability for all such subpoena expenses under this Policy is \$20,000. These sublimits are part of, and not in addition to, the Policy's Aggregate Limit of Liability. Any notice the **Insured** gives the Insurer of such subpoena shall be deemed notification of a potential **Claim** under Section VII.B. of this Policy.

Notwithstanding anything to the contrary set forth on each **Named Insured's Certificate of Insurance**, the retention amount applicable for this endorsement's subpoena expense coverage is \$2,500.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



REGULATORY ACTION ENDORSEMENT

In consideration of the premium, the section entitled **EXCLUSIONS** of the Policy, the exclusion entitled **Claims by Specified Persons or Entities**, Paragraphs 7. and 8. are deleted in their entirety and replaced with the following:

7. any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency, in any capacity; however, this Paragraph 7 shall not apply subject to the Insurer's maximum Limit of Liability of \$20,000 for all **Loss** for all such **Claims** made against the **Insured**, which amount shall be part of, and not in addition, to the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**. The Insurer's maximum limit of liability for all such **Claims** under this Policy shall be \$20,000. These sublimits are part of, and not in addition to, the Policy Aggregate Limit of Liability. Notwithstanding anything in the Policy to the contrary, the applicable each **Claim** retention amount for all such **Claims** shall be \$2,500;
8. any self-regulatory organization including, but not limited to, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Securities Investor Protection Corporation, in any capacity; however, this Paragraph 8 shall not apply subject to the Insurer's maximum Limit of Liability of \$20,000 for all **Loss** for all such **Claims** made against the **Insured**, which amount shall be part of, and not in addition to, the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**. These sublimits are part of, and not in addition to, the Policy Aggregate Limit of Liability. Notwithstanding anything in the Policy to the contrary, the applicable each **Claim** retention amount for all such **Claims** shall be \$2,500;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



PRIVACY PROTECTION ENDORSEMENT

In consideration of the premium, it is understood and agreed that the Policy is amended as follows:

I. The section entitled **INSURING AGREEMENTS** is amended to add the following new Insuring Agreements:

A. **PRIVACY INJURY COVERAGE AGREEMENTS**

If this Insuring Agreement has been purchased, as indicated on the **Certificate of Insurance**, the Insurer shall pay on behalf of the **Named Insured**, excess of the applicable Retention and within the applicable Limits of Liability as stated on the **Certificate of Insurance**, that **Loss** which the **Named Insured** becomes legally obligated to pay:

1. **Privacy Injury Liability**

as **Loss** resulting from any **Claim** first made against the **Named Insured** during the **Named Insured's Certificate Period**, or any extended reporting period, if applicable, alleging **Wrongful Acts** by the **Named Insured** or by someone (including a **Rogue Employee** or **Third-Party Custodian**) for whose **Wrongful Acts** the **Named Insured** is legally liable;

2. **Privacy Regulation Proceeding**

as **Loss** (including **Privacy Regulation Fines**) resulting from any **Claim** first made against the **Named Insured** during the **Certificate Period**, or any extended reporting period, if applicable, alleging **Wrongful Acts** by an **Insured** or by someone (including a **Rogue Employee** or **Third-Party Custodian**) for whose **Wrongful Acts** the **Named Insured** is legally liable;

Provided that:

- a. prior to the inception date of this Policy or the first such policy issued and continuously renewed by the Insurer, of which this Policy is a renewal, whichever is earlier:
 1. the **Named Insured** did not know or should not have known that any such **Wrongful Act**, or **Interrelated Wrongful Acts**, might result in such **Claim**;
 2. such **Wrongful Act** has not been the subject of any notice given under any prior policy;
- b. such **Wrongful Act** occurred on or after the applicable **Prior Acts Date** and prior to the end of the **Certificate Period**;
- c. the **Claim** is reported to the Insurer in accordance with the section entitled **Notice of Claims or Circumstances** of this endorsement;
- d. such **Claim** is not covered under any other Insuring Agreement of this Policy or any other coverage issued by the Insurer, or any affiliate of the Insurer; and
- e. the **Named Insured** meets all of the **Eligibility Requirements**.

B. **PRIVACY EVENT EXPENSE**

If this Insuring Agreement has been purchased, as indicated above, the Insurer will reimburse the **Named Insured** for **Privacy Event Expenses**, up to the **Privacy Event Expenses** Limit of Liability excess of the applicable Retention and within the applicable Limits of Liability as stated on the **Certificate of Insurance**, provided that:

1. the **Privacy Event** is first discovered during the **Certificate Period**;



2. the **Privacy Event Expenses** were incurred within twelve months after the date that the **Named Insured** reports the **Privacy Event**, in accordance with the section entitled **Notice of Claims or Circumstances** of this endorsement and such amounts are consented to in writing by the Insurer, such consent may not to be unreasonably withheld; and,
3. there is no other coverage issued by the Insurer, or any affiliate of the Insurer, that provides coverage for such **Privacy Event**.

II. Solely with respect to the coverage provided by this endorsement, the section entitled **LIMIT OF LIABILITY, RETENTION AND ALLOCATION** is amended to add the following new paragraphs:

The Insurer's maximum Limit of Liability for all **Loss** under the coverage provided by this endorsement shall be the amount listed as the Privacy Protection Aggregate Limit of Liability on the **Named Insured's Certificate of Insurance**. This amount is a sublimit which part of, and not in addition to, the each **Claim** Limit of Liability and the in the Aggregate Limit of Liability set forth on each **Named Insured's Certificate of Insurance**. Such amount is a sublimit which is part of, and not in addition to, the Policy Aggregate Limit of Liability.

Subject to the Privacy Protection Aggregate Limit of Liability, the maximum limit of liability of the Insurer for Privacy Injury Liability, Privacy Regulation Proceeding, and Privacy Event Expense shall be the amounts set forth on each **Named Insured's Certificate of Insurance**. Notwithstanding anything to the contrary, the Retention for each **Claim** or each **Privacy Event** under any coverage provided by this endorsement is \$2,500.

III. Solely with respect to the coverage provided by this endorsement, the section entitled **DEFINITIONS** is amended to add the following new terms:

Confidential Health Information means information pertaining to a **Client** that has been received or created by the **Named Insured** or provided by the **Named Insured** to another, subject to protection pursuant to "HIPAA", including an individual's health, or healthcare treatment information, including the fact that any such individual has been treated by any provider.

Eligibility Requirements means the requirements set forth below that each **Named Insured** must have satisfied to be entitled to coverage provided by this endorsement:

1. the **Named Insured** utilizes a secure encrypted connection (VPN) and security features on any laptop, desktop, or mobile device including firewalls and anti-virus protection when accessing customer information;
2. the **Named Insured** disposed/deleted all paper and electronic records when no longer needed;
3. the **Named Insured** collects and stores personally identifiable data only as necessary for the performance of **Professional Services**; and
4. the **Named Insured** implements anti-virus controls on all systems.

Privacy Event means any act, error or omission which, in the reasonable opinion of the **Insured** did cause or is reasonably likely to result in the unauthorized disclosure or the unauthorized use of **Protected Information**.

Privacy Event Expenses means all reasonable and necessary fees, costs and expenses incurred by the **Named Insured** and consented to by the Insurer:

- A. to directly affect compliance with a **Security Breach Notice Law** including notification to individuals or entities who are required to be notified;
- B. to provide voluntary notification to individuals or entities whose **Protected Information** may have been subject to a **Privacy Event**;
- C. to hire a computer forensics firm to investigate the existence and cause of a **Privacy Event** and to determine the extent such **Protected Information** has been or may have been disclosed;



- D. to hire an attorney or expert to determine the applicability of and the actions necessary to comply with **Security Breach Notice Laws**; or
- E. to minimize harm to the **Named Insured's** reputation from a **Privacy Event**, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a **Privacy Event**.

However, **Privacy Event Expenses** do not include the costs, fees and expenses necessary to remediate any deficiencies that gave rise to the **Privacy Event**.

Privacy Injury means:

- A. unauthorized collection, disclosure, use, access, destruction or modification of **Protected Information**; or
- B. failure to implement, maintain, or comply with policies and procedures stating the **Named Insured's** obligations with regard to **Protected Information**.

Privacy Regulation Fines means civil fines, sanctions or penalties insurable under applicable law and imposed under any **Privacy Regulation Proceeding** for a violation of any **Security Breach Notice Law** or any law, statute or regulation governing **Nonpublic Personal Information**.

Privacy Regulation Proceeding means a civil, administrative or regulatory proceeding by a federal, state, local or foreign governmental authority, including a complaint, investigation or hearing instituted against the **Named Insured** by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon a **Named Insured** under the Health Insurance Portability and Accountability Act ("HIPAA") or any rules or regulations promulgated thereunder, with respect to the management of **Protected Information** alleging a **Wrongful Act** as defined in paragraph B. of the definition of **Wrongful Act**.

Protected Information means any information relating to a **Client**, including **Confidential Health Information**, that has been received or created by a **Named Insured** or provided by the **Named Insured** to another.

Related Claims mean all **Claims** based upon or arising out of a single **Wrongful Act** or any **Interrelated Wrongful Acts**.

Rogue Employee means a past, present or future employee of the **Named Insured** who acts outside of his or her scope of employment.

Security Breach Notice Law means any statute or regulation that requires an entity that maintains **Protected Information** to provide notice to specified individuals of any actual or potential unauthorized disclosure or potential disclosure of such **Protected Information**.

Third-Party Custodian means any third party to whom the **Named Insured** entrusts **Protected Information**.

- IV. Solely with respect to the coverage provided by this Endorsement, the terms **Claims**, **Defense Costs**, and **Loss**, **Prior Acts Date**, and **Wrongful Act** are deleted in their entirety and replaced as follows:

Claim means:

- A. a written demand for monetary damages or non-monetary relief, including a demand for injunctive or declaratory relief;
- B. a civil proceeding in a court of law or equity or any alternative dispute resolution proceeding; or
- C. a **Privacy Regulation Proceeding**,



against a **Named Insured**, alleging a **Wrongful Act** including any appeal therefrom. **Claim** also means a written request received by the **Named Insured** to toll or waive a statute of limitations in connection with a **Claim** as defined by paragraphs B. and C. above.

However, a **Claim** does not include any criminal proceeding or criminal or civil investigation. Nor does a **Claim** include any regulatory proceeding except if the regulatory proceeding is a **Privacy Regulation Proceeding**.

Defense Costs mean:

- A. fees charged by attorneys designated by the Insurer;
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** if incurred by the **Named Insured** including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Named Insured** to apply for or furnish any such bond.

In the event the **Named Insured** is entitled by law to select independent counsel to defend the **Named Insured** at the Insurer's expense, **Defense Costs** also include fees the Insurer must pay to such counsel provided that such fees are limited to fees charged in accordance with the rates the Insurer actually pays to counsel that it retains in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** is being defended.

However, **Defense Costs** do not include fees and expenses of independent adjusters or salaries of the Insurer's officials or employees.

Loss means settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment), or other amounts for which the **Named Insured** is legally obligated to pay on account of a covered **Claim**. However, **Loss** does not include:

1. civil or criminal fines, penalties, taxes, sanctions or forfeitures, imposed on the **Named Insured**, except that this does not apply to **Privacy Regulation Fines**;
2. fees, costs and expenses paid or incurred or charged by the **Named Insured**, no matter whether claimed as restitution of specific funds, financial loss, mitigation expenses, set-off amounts or payments in the form of service credits or coupons or other non-cash consideration;
3. liquidated damages pursuant to a written contract or agreement in excess of the **Named Insured's** liability caused by the **Wrongful Act**;
4. the **Named Insured's** production costs, or the **Named Insured's** cost of reprinting, recalling, recovering, shipping, mailing, correcting, reprocessing, restoring, repairing, replacing, or reproducing erroneous, damaged or lost tangible property;
5. any amount attributable to the cost of any non-monetary relief, including without limitation any costs associated with compliance with any injunctive relief of any kind or nature;
6. funds, monies, or securities that the **Named Insured** transferred or failed to transfer;
7. any loss of investment income;
8. any amounts assessed as royalty fees or payments;
9. any amount for which the **Named Insured** is absolved from payment by reason of any covenant, agreement or court order;
10. punitive and exemplary damages and the multiplied portion of multiplied award;



11. plaintiff's attorney fees or expenses associated with items 1. through 10. above.

Loss also includes **Defense Costs** and **Privacy Event Expenses**.

Prior Acts Date means the effective date of the first **Certificate Period** to which this endorsement is attached and that is in a continuous series to the current policy effective date.

Wrongful Act means:

- A. with respect to Insuring Agreement **A.1.** only, **Wrongful Act** means any **Privacy Injury**;
- B. with respect to Insuring Agreement **A.2.** only, **Wrongful Act** means any actual or alleged act, error or omission that results in a violation of any statute or regulation governing **Protected Information** or any violation of a **Security Breach Notice Law**.

V. EXCLUSIONS

Solely with respect to the coverage provided by this endorsement, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

This Policy does not apply to any **Claim** or **Privacy Event**:

- **BODILY INJURY/PROPERTY DAMAGE**

based upon or arising out of any actual or alleged bodily injury (including death), sickness, disease, emotional distress, mental anguish, of any person, or property damage, provided however that this exclusion does not apply to the wrongful infliction of emotional distress or mental anguish arising out of **Privacy Injury**;

- **CLAIMS BY INSUREDS**

by or on behalf of the **Named Insured** provided, however that this exclusion does not apply to:

1. any **Claim** that is in the form of a crossclaim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Policy;
2. any **Claim** brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, liquidator, receiver or rehabilitator for the **Named Insured** or any assignee of such trustee, examiner, liquidator, receiver or rehabilitator;
3. any **Claim** by the **Named Insured** (other than the **Named Insured**) that alleges **Privacy Injury**;

- **DISCRIMINATION**

based upon or arising out of any actual or alleged discrimination, humiliation, harassment or misconduct that relate to an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;

- **GOVERNMENTAL ORDERS**

as a direct result of any action or order by any domestic or foreign law enforcement, administrative, regulatory or judicial body or other governmental authority;

- **OWNED ENTITY**



made against the **Named Insured** by any entity, if at the time of the **Wrongful Act** giving rise to such **Claim**:

1. the **Named Insured** controlled, owned, operated or managed such entity;
2. the **Named Insured** was an owner, partner, director, officer or employee of such entity;

For the purpose of this exclusion, a 5% or more owner of the voting stock of a publicly held corporation or a 40% or more owner of the voting stock of a privately held corporation shall be deemed to own such entity;

- **PATENT INFRINGEMENT**

based upon or arising out of actual or alleged infringement of patent;

- **SECURITIES AND INVESTMENT CLAIMS**

based upon or arising out of any actual or alleged:

1. filing of any registration statement under the Securities Acts of 1933, or the Securities Exchange Act of 1934, any State Blue Sky Law, or any other state or local securities law;
2. violation of the Investment Advisers Act of 1940, the Securities Act of 1933, the Securities and Exchange Act of 1934, rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of state, or any laws of any state relating to any transaction arising out of, involving, or relating to the public offering of securities;

Provided however that this exclusion does not apply to any **Claim** for **Privacy Injury**;

- **TRADE SECRETS**

based upon or arising out of any actual or alleged misappropriation of trade secrets obtained by an **Insured** prior to commencing employment with the **Named Insured**;

- **UNFAIR COMPETITION/ANTITRUST CLAIMS/RICO CLAIMS**

based upon or arising out of any actual or alleged:

1. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud or false or deceptive advertising or misrepresentation in advertising;
2. charges of price fixing, monopolization or restraint of trade;
3. violation of:
 - a. the Federal Trade Commission Act;
 - b. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - c. the Racketeer Influenced and Corrupt Organizations Act;
 - d. any rules or regulations promulgated under or in connection with the above statutes, or any similar provision of any federal, state, foreign or other law (including common law) or statute,



except that paragraphs 1. and 3.a. do not apply to any **Claim** under the Insuring Agreement entitled **Privacy Regulation Proceeding**.

- **WAR**

based upon or arising out of any war (declared or otherwise), warlike operation, hostilities, invasion, popular or military uprising or activities, insurrection, rebellion, revolution, or terrorism (whether certified or not) by an individual or group or any action taken by governmental authorities in hindering or defending against any of these.

VI. Solely with respect to the coverage provided by this endorsement, the following is added to the Policy:

Notice Of Claims or Circumstances

1. **Notice of Claim or Privacy Event**

The **Named Insured**, as a condition precedent to the obligations of the Insurer, shall give written notice of any **Claim** or **Privacy Event** to the Insurer as soon as reasonably practicable after the **Named Insured** learns of such **Claim** or **Privacy Event** but in no event later than ten (10) days after termination or expiration of the **Certificate Period** or extended reporting period, if applicable. All **Claims** arising out of the same **Wrongful Act** will be considered as having been made at the time the first **Claim** is made.

2. **Notice of Circumstances**

If during the **Certificate Period**, the **Named Insured** first become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such **Certificate Period** give written notice to the Insurer of:

1. the allegations anticipated as the basis of the potential **Claim** and the names of any potential claimants;
2. the identity of the specific individual allegedly responsible for such specific facts and circumstances;
3. the consequences which have resulted or may result from such specific facts and circumstances;
4. the amount of the potential monetary damages or the nature of non-monetary relief which may be sought in consequence of such specific facts and circumstances; and
5. the circumstances by which the **Named Insured** first became aware of such specific facts and circumstances,

then any such covered **Claim** which is subsequently made and which arises out of such facts and circumstances shall be deemed to have been first made against the **Named Insured** and reported to the Insurer by the **Named Insured** at the time such written notice was received by the Insurer.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**LIMITED PERSONAL LINES PROPERTY AND CASUALTY AGENT COVERAGE ENDORSEMENT
(COVERAGE OPTION D)**

In consideration of the premium, and solely with respect to Coverage Option D, the Policy is amended as follows:

I. Section VI, Limit of Liability, Retention and Allocation, is amended to add the following paragraphs:

The following sublimits of liability shall apply under Coverage Option D to all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance (to the extent covered):

- A. Each **Claim** limit of liability is \$100,000 subject to an each **Named Insured** Aggregate limit of liability of \$100,000. These amounts are part of, and not in addition to, the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**.
- B. The Insurer's maximum Policy limit of liability for all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance is \$1,000,000.
- C. The above sublimits of liability are part of, and not in addition to, the Policy Aggregate Limit of Liability.

Notwithstanding anything in the Policy to the contrary, the applicable retention amount for each **Claim** under Coverage Option D:

1. arising solely out of the sale, attempted sale or serving of covered personal lines insurance products other than residential flood is \$5,000.
2. arising out the sale, attempted sale or servicing of residential flood insurance, whether alone or involving other covered insurance products, is \$25,000.

II. Section XVI, Exclusions is amended to add the following exclusions:

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged claim adjusting, loss control, risk management, or actuarial services;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a general agent, managing general agent, program manager or administrator, surplus lines broker, captive insurer, or risk retention group member;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged failure to place reinsurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged advice related to mergers and acquisitions;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a director, officer, partner, trustee, employee, or consultant of any risk assuming entity, including, but not limited to, an insurance company, self-insurance plan, risk retention group, insurance pool, reciprocal insurer, or captive insurer;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance placed with or through a captive insurance company, multiple employer health plan, risk retention group, purchasing group, insurance company rated less than B+ by A.M. Best, alien or non-admitted insurer (except as otherwise provided under Coverage Option F, if purchased), or any self-insurance pool, trust or other entity not regulated by a state department of insurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance product or quasi insurance product that has not been approved, as required, by the proper insurance authorities in the state or territory in which it was sold;
- brought by one party, or a group of parties, as a representative of a class, including any **Claim** brought in federal court that is governed by Federal Rule of Civil Procedure 23.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**LIMITED PERSONAL AND COMMERCIAL LINES PROPERTY AND CASUALTY AGENT COVERAGE
ENDORSEMENT
(COVERAGE OPTION E)**

In consideration of the premium, and solely with respect to Coverage Option E, the Policy is amended as follows:

I. Section VI, Limit of Liability, Retention and Allocation, is amended to add the following paragraphs:

The following sublimits of liability shall apply under Coverage Option E to all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance (to the extent covered):

- A. each **Claim** limit of liability is \$100,000 subject to an each **Named Insured** Aggregate limit of liability of \$100,000. These amounts are part of, and not in addition to, the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**.
- B. the Insurer's maximum Policy limit of liability for all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance is \$1,000,000.
- C. the above sublimits of liability are part of, and not in addition to, the Policy Aggregate Limit of Liability.

Notwithstanding anything in the Policy to the contrary, the applicable retention amount for each **Claim** under Coverage Option E:

1. arising solely out of the sale, attempted sale or servicing of covered personal lines insurance products other than residential flood is \$5,000.
2. arising out of the sale, attempted sale or servicing of commercial lines insurance products, or both commercial lines and personal lines insurance products other than flood is \$10,000.
3. arising out of the sale, attempted sale, or servicing of residential flood insurance or commercial flood insurance, whether alone or involving other covered insurance products, is \$25,000.

II. Section XVI, Exclusions is amended to add the following exclusions:

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged claim adjusting, loss control, risk management, or actuarial services;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a general agent, managing general agent, program manager or administrator, surplus lines broker, captive insurer, or risk retention group member;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged failure to place reinsurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged advice related to mergers and acquisitions;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a director, officer, partner, trustee, employee, or consultant of any risk assuming entity, including, but not limited to, an insurance company, self-insurance plan, risk retention group, insurance pool, reciprocal insurer, or captive insurer;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance placed or through a captive insurance company, multiple employer health plan, risk retention group, purchasing group, insurance company rated less than B+ by A.M. Best, alien or non-admitted insurer (except as otherwise provided under Coverage Option F, if purchased), or any self-insurance pool, trust or other entity not regulated by a state department of insurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance product or quasi insurance product that has not been approved, as required, by the proper insurance authorities in the state or territory in which it was sold;
- brought by one party, or a group of parties, as a representative of a class, including any **Claim** brought in federal court that is governed by Federal Rule of Civil Procedure 23.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**EXPANDED COMMERCIAL LINES PROPERTY AND CASUALTY AGENT COVERAGE ENDORSEMENT
(COVERAGE OPTION F)**

In consideration of the premium, solely if coverage Option F is purchased, the Policy is amended as follows:

I. Section VI, Limit of Liability, Retention and Allocation, is amended to add the following paragraphs:

The following sublimits of liability shall apply under Coverage Option D, Coverage Option E, and Coverage Option F in the aggregate:

- A. Each **Claim** Aggregate: \$1,000,000.
- B. Each **Named Insured** Aggregate: \$1,000,000.
- C. The above sublimits of liability are part of, and not in addition to, the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**.

The following sublimits of liability shall apply under Coverage Option D, Coverage Option E, and Coverage Option F in the aggregate to all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance:

1. Each **Claim** limit of liability is \$100,000 subject to an each **Named Insured** Aggregate limit of liability of \$100,000. These amounts are part of, and not in addition to, the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**.
2. The Insurer's maximum Policy limit of liability for all **Claims** arising out of or in any way related to residential and commercial flood, earthquake, and wind insurance such coverage is \$1,000,000.
3. The sublimits of liability above are part of, and not in addition to, the Policy Aggregate Limit of Liability.

Notwithstanding anything in the Policy to the contrary, the applicable each **Claim** retention under Coverage Option F arising out of the sale, attempted sale or servicing of covered residential, commercial flood insurance, earthquake and wind insurance, whether alone or involving other covered insurance products is \$25,000. The each **Claim** retention for all other **Claims** is \$25,000.

II. Solely with respect to Coverage Option F, Section XVI, Exclusions is amended to add the following exclusions:

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged claim adjusting, loss control, risk management, or actuarial services;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a general agent, managing general agent, program manager or administrator, surplus lines broker, captive insurer, or risk retention group member;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged failure to place reinsurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged advice related to mergers and acquisitions;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged **Insured** activities as a director, officer, partner, trustee, employee, or consultant of any risk assuming entity, including, but not limited to, an insurance company, self-insurance plan, risk retention group, insurance pool, reciprocal insurer, or captive insurer;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance placed with or through a captive insurance company, multiple employer health plan, risk retention group, purchasing group, insurance company rated less than B+ by A.M. Best, alien insurer, or any self-insurance pool, trust or other entity not regulated by a state department of insurance;
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged insurance product or quasi insurance product that has not been approved, as required, by the proper insurance authorities in the state or territory in which it was sold;
- brought by one party, or a group of parties, as a representative of a class including any **Claim** brought in federal court that is governed by Federal Rule of Civil Procedure 23.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**HEALTH CARE SHARING MINISTRY ENDORSEMENT
(Coverage Option G)**

In consideration of the premium, and solely with respect to the coverage provided under Coverage Option G, Health Care Sharing Ministry Coverage, the Policy is amended as follows:

I. Section III, Definitions, is amended as follows:

A. The following definition is added:

Health Care Sharing Ministry means those Health Care Sharing Ministry(ies) listed in Paragraph IV of this endorsement. Provided that any such Health Care Sharing Ministry must also qualify as a Health Care Sharing Ministry under Section 5000A(d)(2)(b) of the Patient Protection and Affordable Care Act.

B. The definition of **Prior Acts Date** is deleted and replaced with the following:

Prior Acts Date means the first date that the **Named Insured** has been continuously insured, up to such **Named Insured's** coverage inception date for professional liability coverage involving or relating to **Health Care Sharing Ministry** products.

C. Paragraph G, Coverage Option G – Health Care Sharing Ministry Coverage, of the definition of **Professional Services** is amended to add the following:

Provided, for coverage to apply to **Claims** based upon, directly or indirectly arising out of, or in any way involving or related to **Health Care Sharing Ministry** products, each of the following conditions precedent to coverage must apply:

- i. the applicable **Health Care Sharing Ministry** had a certificate of exemption from the shared responsibility payment under Section 5000A of the Internal Revenue Code; and
- ii. the applicable disclosure forms required by the **Health Care Sharing Ministry** and HealthMarkets, Inc., and their affiliates, must have been signed prior to the sale of such **Health Care Sharing Ministry** products.

II. Section VI, Limit of Liability, Retention and Allocation is amended to add the following paragraph:

The each **Claim** limit of liability under Coverage Option G is \$100,000 subject to an each **Named Insured** Aggregate limit of liability of \$100,000. These amounts are part of, and not in addition, to the each **Claim** and Aggregate limits of liability set forth in each **Named Insured's Certificate of Insurance**. The Insurer's maximum Policy limit of liability for all **Claims** under Coverage Option G is \$1,000,000. These sublimits of liability are part of, and not in addition to, the Policy Aggregate Limit of Liability.

Notwithstanding anything in this Policy to the contrary, the each **Claim** retention amount under Coverage Option G is \$5,000.

III. Section XVI, Exclusions, is amended to add the following exclusions:

- The Insurer shall not be liable to pay any **Loss** in connection with any **Claim** based upon, directly or indirectly arising out of, or in any way involving a **Health Care Sharing Ministry's** statement of belief, statement of faith, lifestyle agreement, or any similar statement or agreement required by such Health Care Sharing Ministry;
- The Insurer shall not be liable to pay any **Loss** in connection with any **Claim** based upon, directly or indirectly arising out of, or in any way involving insolvency receivership, conservatorship, liquidation, bankruptcy, reorganization, or inability of pay of a **Health Care Sharing Ministry**;
- The Insurer shall not be liable to pay any **Loss** in connection with any **Claim** based upon, directly or indirectly arising out of, or in any way involving the failure of any **Health Care Sharing Ministry** member to share in the medical expenses of another member;



- The Insurer shall not be liable to pay any **Loss** in connection with any **Claim** brought by one party, or a group of parties, as a representative of a class, including any **Claim** brought in federal court that is governed by the Federal Rule of Civil Procedure 23.

IV. **Health Care Sharing Ministry** Schedule:

Christian Care Ministry Inc. (aka Medi-Share)

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



SPECIFIC PERSON OR ENTITY EXCLUSION ENDORSEMENT

In consideration of the premium, Section XVI, Exclusions, is amended to add the following exclusion:

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim** based upon, directly or indirectly arising out of, or in any way involving any of the following persons or entities:

Walker "Tony" Young, Acorn Capital Management; or Clelia Flores, Maximum Return Investments Inc.; or Shawn Merriman, Market Street Advisors; or Weizhen Tang; or Edward Stein, Gemini Fund 1 L.P., DISP LLC.; or DBSI products or services; or Bernard Madoff, or Bernard Madoff Investment Services LLC whether directly or via fund of fund originators such as Fairfield Greenwich Advisors; Tremont Capital Management; or Maxam Capital Management; or Robert A. Stanford, Stanford International Bank, Stanford Group Company and Stanford Capital; or Marc Drier, James Nicolson, or Mark Bloom, North Hills Fund; or Paul Greenwood, Stephen Walsh, WG Trading Company, WG Trading Investors Co., Westridge Capital Management, Inc.; or Provident Royalties, Provident Asset Management, LLC, Provident Energy 1, L.P., Provident Resources 1, L.P., Provident Energy 3, L.P. or Provident Operating Company, LLC; Shale Royalties, Inc., Shale Royalties, Inc. LLC or Shale Royalties 3-22; Medical Capital Corporation, Medical Capital Holdings, Inc., Medical Provider Funding Corporation VI or Medical Cap Note Programs; or Black Diamond Programs; or Desert Capital REIT; or Bruce Friedman, Diversified Lending Group, Inc. and Applied Equities, Inc.; or Landmark Capital Partners, LLC; or Bambi Holzer; LandAmerica Financial Group, Inc.; Tomas Petters, Petters Worldwide Group; Edward Oku; Lara Coleman; Ricardo Bonilla; Rojas and Shadai Yire; Paul Burks and Rex Venture Group; Jim Donnan and Gregory Crabtree; Bridge Premium Finance; Mark Feathers; Wayne Pamer; Gurudeo Persaud; John Geringer; George Levin and Frank Preve; David Conolly; Shervin Neman; Ephren Taylor II; Wendell Jacobson and Allen Jacobson; Garfield M. Taylor; Arrowhead Capital Management, LLC; Eric Aronson; Doris E. Nelson; James David Risher and Daniel Joseph Sebastian; Jeffrey A. Lowrance; David Ronald Allen; AIC, Inc.; James Clements and Zeina Smidi; John Scott Clark; Michael Watson and Joshua Escobedo; St. Anselm Exploration Co.; Fair Finance Company; Jason Bo and Alan Beckman; Francisco Illarramendi; Richard Dalton; Joseph Paul Zada; David Harrold and Bruce Prevost; Robert Anderson; Robert Stinson, Jr.; Daniel Spitzer; Trade-LLC; Matthew Jennings; Chimay Capital Management, Inc.; Merendon Mining, Inc.; Matthew Gagnon; Nevin Shapiro; McGinn Smith & Co.; Douglas Vaughan; Canopy Financial; Trevor Cook; Mantria Corporation; United Development Funding; Puerto Rican bonds including closed end funds and other securities based on or containing such bonds unless the holdings of Puerto Rican bonds in such funds or securities is de minimis; Robert H. Shapiro and Woodbridge Group of Companies, LLC (including but not limited to: dba Woodbridge Wealth, RS Protection Trust, WMF Management, LLC, Woodbridge Structured Funding, LLC, Woodbridge Mortgage Investment Fund 1, LLC, Woodbridge Mortgage Investment Fund 2, LLC Woodbridge Mortgage Investment Fund 3, LLC Woodbridge Mortgage Investment Fund 3A, LLC, Woodbridge Mortgage Investment Fund 4, LLC, Woodbridge Commercial Bridge Loan Fund 1, LLC, Woodbridge Commercial Bridge Loan Fund 2, LLC, 144 Woodbridge-Affiliated Property Limited Liability Companies, 131 Woodbridge-Affiliated Holding Limited Liability Companies, Jeri Shapiro; Woodbridge Realty of Colorado, LLC dba Woodbridge Realty Unlimited; Woodbridge Luxury Homes of California, Inc. dba Mercer Vine, Inc.; Riverdale Funding, LLC; Schwartz Media Buying Company, LLC; WFS Holding Co., LLC); Future Income Payments LLC, LumpSum Pension Advance, Pension Funding LLC, Pensions Annuities & Settlements LLC, Pension Income LLC, Cash Flow Investment Partners, DFR Pension Funding, Veterans Benefit Leverage, Voyager Financial Group LLC (Pension4Case/Cash Out My Pension/Buy Your Pension), First American Finance Corporation, and Investing Forward (Termbrokers LLC), Kevin Merrill, Jay Ledford and Cameron Jezierski, along with their entities, Global Credit Recovery LLC, Delmarva Capital LLC, Rhino Capital Holdings LLC, Rhino Capital Group LLC, DeVille Asset Management Ltd. and Riverwalk Financial Corp., 1 Global Capital LLC (aka 1st Global Capital and 1st Global Capital Financial Services), 1 West Capital LLC (aka 1st West Capital), Carl Ruderman and Steven A. Schwartz, GPB Capital Holdings (including but not limited to the following private placements GPB Holdings, GPB Holdings II, GPB Holdings III, GPB Automobile Portfolio, GPB Cold Storage, GPB Holdings Qualified, GPB Waste Management ,and GPB NYC Development) and Ascendant Alternative Strategies; Bakken Drilling Fund; syndicated conservation easements sponsored by EcoVest Capital; Hospitality Investors Trust Inc. (HIT), (f.k.a. American Realty Capital Hospitality Trust (ARC)); NP SkyLoft, DST (sponsored by Nelson Partners LLC); Sierra Income Corporation (a.k.a. Sierra Income Fund); FS KKR Capital Corp. II and its predecessor firms (FS Investment Corporation II (FSIC II), FS Investment Corporation III (FSIC III), FS Investment Corporation IV (FSIC IV), Corporate Capital Trust II (CCT II)); Healthcare Trust, Inc. ("HTI"); The Financial Visions Companies (Financial Visions Inc., Financial Visions West LLC, Financial Visions West 1 LLC, FV-2 LLC, The Volcano Fund LLC, Victory Fund LLC, Velocity Fund LLC) and their president/owner Daniel Rudden; Infinity Q Diversified Alpha Fund (IQDNX/IQDAX); Northstar Financial Services Bermuda Ltd. and Greg Lindberg; GWG L Bonds; GWG Holdings Inc., KBS Growth & Income REIT; National



Realty Investment Advisors LLC, NRIA Partners Portfolio Fund I LLC and other affiliated funds; EWP Permian Basin Fund II LLC; The Heartland Group Ventures, LLC, Heartland Production and Recovery LLC, "the Heartland-Affiliated Entities" (Heartland Production and Recovery Fund LLC, Heartland Production and Recovery Fund II LLC, The Heartland Group Fund III, LLC, Heartland Drilling Fund I, LP, Carson Oil Field Development Fund II, LP, Alternative Office Solutions, LLC), James Ikey, John Muratore, Thomas Brad Pearsey, Rustin Brunson, Manjit Singh (aka Roger) Sahota, ArcoOil Corp, Barron Petroleum LLC; or any of their parents or affiliates.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



LIBERALIZATION ENDORSEMENT

In consideration of the premium, the Policy is amended as follows:

- I. With respect to any **Loss** resulting from any **Claim** first made between March 1, 2025, and March 1, 2026, the **Named Insured** may elect to apply the terms and conditions of this Policy (in its entirety), or the terms and conditions of the "Expiring Policy" (in its entirety, subject to the provisions contained in this endorsement) that are more favorable to the **Named Insured**, provided that:
 - (i) the **Named Insured** was issued a certificate of insurance under the Expiring Policy;
 - (ii) the **Named Insured** must advise the Insurer of such election of the Expiring Policy or this Policy by written notice to the Insurer and received by the Insurer within thirty (30) days after the issuance of the Insurer's written coverage determination on the **Claim**. If no election is made pursuant to the terms of this endorsement then this Policy shall apply; and
 - (iii) the applicable Retention, **Policy Period**, and Limits of Liability of this Policy shall apply to such **Loss**.
- II. This endorsement shall not be included in any subsequent direct or indirect renewal or replacement issued on or after March 1, 2026.
- III. As used in this endorsement, "Expiring Policy" means the March 1, 2024 to March 1, 2025 policy (and all of its endorsements) with Policy Number FNO0001884-VA-03-09 issued by ProSurance Group, Inc. to Participating Insurance Agent Members of the Financial Services Professional Liability Risk Purchasing Group.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CANCELLATION AND NON- RENEWAL ENDORSEMENT

DELAWARE

In consideration of the payment of the premium, notwithstanding anything to the contrary in the Policy, the Cancellation and Non-renewal provision is as follows:

Cancellation/Nonrenewal

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel his or her **Certificate of Insurance** at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective. If the **Certificate of Insurance** is so canceled, earned premium shall be computed pro rata.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Insured's Certificate of Insurance** at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice may be sent by regular mail. If the Insurer cancels for any other reason the notice must be sent by certified mail. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer.

b. After the **Named Insured's Certificate of Insurance** has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

- (1) Nonpayment;
- (2) Material misrepresentation or nondisclosure of a material fact;
- (3) Increased hazard or material change in the risk;
- (4) Substantial breaches of contractual duties;
- (5) Fraudulent acts by the **Insured** against the insurer;
- (6) If the **Insured** does not cooperate with the insurer in loss control efforts;
- (7) Loss of reinsurance;
- (8) Material increase in exposure due to changes in case law;
- (9) Loss of insurance capacity.

The Insurer must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium the notice may be sent by regular mail. If the Insurer cancels for any other reason specified above the notice must be sent by certified mail. All notices shall be mailed to the **Named Insured** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Insured's Certificate of Insurance** effective on any **Certificate of Insurance** anniversary date. All notices of non-renewal must be mailed via certified mail to the **Named Insured** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.



This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



NEW YORK AMENDATORY ENDORSEMENT

Applicable to Policy Form CNA110002XX

This endorsement forms a part of Policy Number 817120224 issued to the **Policyholder** by the Insurer. In consideration of the premium charged, it is hereby understood and agreed that solely with respect to those **Agents, Agency, Registered Representatives** and **Insureds** under this Policy, who are residents of or practice in New York State and who receive a New York Certificate of Insurance, the Policy, the Declarations and such **Insured's** Certificate of Insurance are amended as follows:

1. The Notice and introductory paragraph on page 1 is deleted in its entirety and replaced as follows:

NOTICE: THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST AN INSURED/POLICYHOLDER AND REPORTED TO THE INSURER DURING THE COVERAGE RELATIONSHIP OR ANY EXTENDED REPORTING PERIOD.

DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. THIS COULD RESULT IN THE LIMIT OF LIABILITY BECOMING COMPLETELY EXHAUSTED BY THE PAYMENT OF DEFENSE COSTS, IN WHICH CASE, NO FURTHER COVERAGE IS PROVIDED BY THIS POLICY. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

2. The introductory paragraph on page 1 of the Policy is deleted in its entirety and replaced as follows:

The Insurer, the **Policyholder** and the **Insureds** agree as follows, in consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the **Policyholder's** Declarations and the **Insured's Certificate of Insurance**, a stock insurance corporation, hereafter called the "Insurer".

3. Section I. INSURING AGREEMENT, PROFESSIONAL LIABILITY subpart 5. is deleted in its entirety and replaced with the following:

5. there is no other policy, whether primary contributory, excess contingent or otherwise, which provides insurance to any **Insured** for a **Claim** for a **Wrongful Act** solely in rendering or failing to render **Professional Services** by such **Insured** while affiliated with an entity other than the **Policyholder**.

4. Section II. DEFENSE, Paragraph A.1. is deleted in its entirety and replaced as follows:

A. Defense of **Claims**

1. If a **Claim** is made against the **Insured** within the United States of America, its territories or possessions or Canada, the Insurer shall have the right and duty to defend such **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent.

The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary. The **Insureds** or **Policyholder**, as applicable, shall have the option to:

- a. select the defense attorney or to consent to the Insurer's choice of defense attorney, which consent shall not be unreasonably withheld;
- b. participate in, and assist in the direction of, the defense of any **Claim**; and
- c. consent to a settlement, which consent shall not be unreasonably withheld.

Subject to paragraph 2. below, the Insurer's obligation to defend any **Claim** or pay any **Loss**, shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of **Loss**.



For any **Claim** made against the **Insured** outside of the United States of America, its territories or possessions or Canada, the Insurer shall have the right and duty to defend such **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. Provided however, if the Insurer is prevented by law or lacks expertise in carrying out the defense and supplementary provisions, the Insurer shall instead reimburse **Defense Costs** incurred by the **Insured** in defending such **Claims**. In connection with such **Claims**, the **Insured** shall obtain the Insurer's consent to the selection of counsel, including counsel rates, and ensure that counsel complies with CNA's *Defense Counsel Guidelines*. CNA shall have the right, but not the duty, to associate with the **Insured** in the defense of any such **Claim**.

2. Limitation on the Insurer's Duty to Defend

If the Insurer concludes that the Limit of Liability applicable to a **Claim** may become exhausted prior to the conclusion of any **Claim**, the Insurer will notify the **Insureds**, in writing, to that effect.

When the Limit of Liability applicable to a **Claim** has actually been exhausted prior to the conclusion of the **Claim**, the Insurer will notify the **Insured**, in writing, as soon as practicable, that such limit has been exhausted and that the Insurer's duty to defend such **Claim** and any other **Claim** has ended.

The Insurer will initiate, and cooperate in, the transfer of control to the **Insured**, of any **Claims** which were subject to that Limit of Liability and which were reported to the Insurer prior to the exhaustion of such limit. The **Insured** must cooperate in the transfer of control of such **Claims**.

The Insurer agrees to take the necessary steps as the Insurer deems appropriate to avoid a default in, or continue the defense of, such **Claims** until such transfer has been completed, provided that the **Insureds** are cooperating in completing such transfer.

The **Insured** must reimburse the Insurer for expenses the Insurer incurs in taking those steps the Insurer deems appropriate to avoid a default in, or continuing the defense of, any **Claim**.

The Insurer will not take any action with respect to any **Claim** that would have been subject to such Limit of Liability, had it not been exhausted, if the **Claim** is reported to the Insurer after that limit has been exhausted.

The exhaustion of any limit by payment of any **Claim**, and the resulting end of the Insurer's duty to defend, will not be affected by the Insurer's failure to comply with any of the terms and conditions of this provision.

5. Section III. DEFINITIONS are amended as follows:

A. The following new definitions are added:

- **Coverage Relationship** means that period of time between the effective date of the first claims-made **Certificate of Insurance** issued by the Insurer to the **Insured** and the cancellation or nonrenewal of the last consecutive claims-made **Certificate of Insurance** issued by the Insurer to the **Insured**, where there has been no gap in coverage, but does not include any period covered by **Extended Reporting Period**.
- **Extended Reporting Period** means the period of time after the **Coverage Relationship** for reporting **Claims** due to a **Wrongful Act**. The **Wrongful Act** must happen on or after the **Prior Acts Date** and before the end of the **Coverage Relationship**.
- **Termination of Coverage** means, whether made by the Insurer or the **Insured** at any time:
 1. Cancellation or nonrenewal of the **Named Insured's Certificate of Insurance**; or
 2. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage less favorable to the **Insured**.



- B. The definitions of **Policyholder** and **Pollutants** are each deleted in its entirety and replaced as follows:

Policyholder means the person or organization named in Item 1.(a) of the **Policyholder's** Declarations.

Pollutants means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed).

- C. The definition of **Insured** is amended to add the following new language at the end:

Insured shall not include the **Policyholder** or the National Association of Professional Agents.

- D. The definition of **Domestic Partner** is deleted in its entirety.

- E. The first paragraph of the definition of **Loss** is deleted in its entirety and replaced as follows:

Loss means monetary settlements or monetary judgments (including any award of pre-judgment interest) and **Defense Costs** for which the **Insured** is legally obligated to pay on account of a covered **Claim**.

- F. The definition of **Administration of Employee Benefit Plans** is deleted in its entirety and replaced as follows:

Administration of Employee Benefit Plans means consultation, other than legal advice, with participants in an employee benefit plan in order to explain the provisions of such plan and handling day-to-day ministerial functions required by such plan, including without limitation enrollment, record keeping and filing reports with government agencies. **Administration of Employee Benefit Plans** also includes third party claims administration.

6. Section IV. EXTENDED REPORTING PERIOD is deleted in its entirety and replaced as follows:

- A. The provisions of the **Extended Reporting Period** coverage will not apply, except for the one year automatic **Extended Reporting Period** if the **Coverage Relationship** has been less than one year and the **Certificate of Insurance** was terminated for nonpayment of premium or fraud.

- B. In the event of **Termination of Coverage** a one year automatic **Extended Reporting Period**, extension will be granted to the **Insured**, at no additional charge, only with respect to **Claims** made against the **Insured** and reported to the Insurer during such extension by reason of any **Wrongful Act** committed before the **Termination of Coverage**. The automatic **Extended Reporting Period** does not create any separate or additional Limit of Liability.

- C. Within thirty days of **Termination of Coverage**, the Insurer will notify the **Named Insured**, in writing, of the automatic one year **Extended Reporting Period**. The Insurer will also notify the **Named Insured** of the availability of, the premium for, and the importance of purchasing an additional **Extended Reporting Period**. The additional **Extended Reporting Period** described herein shall be three years, inclusive of the one year period specified in paragraph B. above and the premium shall be computed in accordance with the rates in effect when the **Certificate of Insurance** was last issued or renewed. The premium to be charged for the additional **Extended Reporting Period** coverage shall be based upon the rates for such coverage in effect on the date this **Certificate of Insurance** was issued or last renewed and shall be for three years at 175% of such premium.

- D. The **Named Insured** shall have the greater of 60 days from the effective date of **Termination of Coverage** or 30 days from the date of mailing or delivery of the advice of the availability to purchase the additional **Extended Reporting Period** coverage, to submit written acceptance of the additional **Extended Reporting Period** coverage. The premium for such additional **Extended Reporting Period** coverage must be paid promptly when due. The premium shall be fully earned at the inception of this endorsement.



- E. If the **Named Insured** has been placed in receivership, liquidation or bankruptcy or permanently ceases operations, then any one qualifying as an **Insured** has the right to an **Extended Reporting Period** issued in the name of the **Named Insured** for the benefit of all **Insureds**. The request for such **Extended Reporting Period** coverage must be made within 120 days of the **Termination of Coverage**.
 - F. Upon termination of this **Certificate of Insurance**:
 - i. any return premium due the **Named Insured** shall be credited toward the premium for the additional **Extended Reporting Period** coverage if the **Named Insured** elects such coverage.
 - ii. where premium is due to the Insurer for coverage during the **Coverage Relationship**, any monies received by the Insurer from the **Named Insured** as payment for the **Extended Reporting Period** coverage shall first be applied to such premium owing for this **Certificate of Insurance**.
 - G. In order to purchase the **Extended Reporting Period**, the total premium for the **Named Insured's Certificate of Insurance** must have been paid.
 - H. If the **Extended Reporting Period** is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the Insurer to return any portion thereof.
 - I. Limits of Liability for such additional **Extended Reporting Period** shall be:
 - i. at least equal to 100 percent of the **Certificate of Insurance's** applicable annual aggregate limit where a **Coverage Relationship** has continued for three years or more; or
 - ii. if the **Coverage Relationship** has continued for less than three years, the Limit of Liability shall be at least equal to the greater of:
 - a. the amount of coverage remaining in such **Certificate of Insurance's** applicable annual aggregate Limit of Liability, or
 - b. 50 percent of such **Certificate of Insurance's** annual aggregate Limit of Liability.
7. Section V. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES is deleted in its entirety and replaced as follows:

V. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns or spouses of **Insureds**, shall be considered **Insureds** under this Policy; provided however, that coverage is afforded to such estates, heirs, legal representatives, assigns or spouses only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where such **Claim** seeks damages from marital community property, jointly-held property or property transferred from the **Insured** to the spouse. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign or spouse. All terms and conditions of this Policy, including without limitation the Retention applicable to **Loss** incurred by the **Insured** shall also apply to **Loss** incurred by such estates, heirs, legal representatives, assigns or spouses.

8. Section VI. LIMIT OF LIABILITY, RETENTION AND ALLOCATION is deleted in its entirety and replaced as follows:

VI. LIMIT OF LIABILITY AND RETENTION

- A. Professional Liability Insuring Agreement.

If a Limit of Liability is set forth in the **Insured's Certificate of Insurance** for the applicable **Insured** under the Professional Liability Insuring Agreement the Limit of Liability set forth in each **Certificate of Insurance** shall apply as follows:

1. Each **Claim**

Subject to paragraph 2. below, the Limit of Liability of the Insurer for **Loss** for each **Claim** first made against an **Insured** and reported to the Insurer during the **Certificate Period**



or **Extended Reporting Period** shall not exceed the amount stated in such **Insured's Certificate of Insurance** for each **Claim**.

2. Aggregate

The Limit of Liability of the Insurer for **Loss** for all **Claims** first made against an **Insured** and reported to the Insurer during the **Certificate Period** or any **Extended Reporting Period** shall not exceed the amount stated in the **Insured's Certificate of Insurance** for all **Claims** in the Aggregate.

If the Limits of Liability for the Professional Liability Insuring Agreement, as set forth in the **Insured's Certificate of Insurance** includes more than one option, only one Limit of Liability option shall be available to each **Insured** and such option shall be the option identified in the written records of the **Policyholder**, subject to the maximum aggregate Limit of Liability as set for in this Section VI.

B. Exhaustion of Limit of Liability

The Insurer's obligations under this Policy shall be deemed completely fulfilled and extinguished if the applicable Limit of Liability is exhausted by payment of **Loss**.

C. Retention

Subject to the applicable Limit of Liability, the Insurer shall pay all covered **Loss** excess of the applicable Retention, if any, set forth in the **Insured's Certificate of Insurance**. The Retentions shall apply separately to each **Insured** as follows:

A single and separate Retention shall apply to all **Loss** resulting from each **Claim**. If more than one Retention is applicable to a single **Claim**, the maximum aggregate Retention for such **Claim** shall be the largest of such Retentions.

If the Insurer, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the applicable Retention, the **Insured** shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer.

D. **Interrelated Wrongful Acts**

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been made on the earlier of:

1. the date on which the earliest such **Claim** was first made; or
2. the first date valid notice was given by an **Insured** and received by the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event or transaction which underlies any such **Claim**.

9. Section VII. NOTICE is amended as follows:

A. Paragraph A is deleted in its entirety and replaced as follows:

If a **Claim** is made against any **Insured**, the **Insured** shall give written notice to the Insurer or any of the Insurer's licensed agents, of such a **Claim** as soon as practicable during the **Coverage Relationship** or any **Extended Reporting Period** and forward to the Insurer every demand, notice, summons or other process received. The limits of insurance for the **Certificate Period** in effect on the date the **Claim** is reported to the Insurer shall apply.



In no event, however, shall the Insurer be responsible to pay any **Loss** in connection with any default judgment entered against an **Insured** prior to notice to the Insurer or as a result of untimely notice to the Insurer nor shall the Insurer be responsible to pay any **Loss** in connection with any **Claim** in which the Insurer's interests have been prejudiced because of the **Insured's** failure to supply timely notice to the Insurer.

Failure to give any notice required to be given by this Policy within the time prescribed herein shall not invalidate coverage of any **Claim**, unless the failure to provide timely notice has prejudiced the Insurer or unless the notice is provided after the expiration of the policy period, any renewal policy period and any extended reporting period. However, failure to give any notice required to be given by this Policy within the time prescribed therein shall not invalidate any **Claim** made by the **Insured**, by an injured person or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

Notwithstanding any provision in this Policy to the contrary, with respect to any **Claim** alleging death or personal injury, if the Insurer disclaims liability or denies coverage based upon the failure to provide timely notice, then the injured person, someone acting for the injured person or other claimant may bring an action against the Insurer, provided the sole question is whether such disclaimer or denial is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after the Insurer denies coverage, or does not admit liability, the Insurer or any **Insured** under the policy:

- (a) brings an action to declare the rights of the parties under the policy; and
- (b) names the injured person, someone acting for the injured person or other claimant as a party to the action.

B. The first sentence of paragraph B up to the colon is deleted in its entirety and replaced as follows:

If, during the **Insured's Certificate Period**, or the **Extended Reporting Period**, if applicable, an **Insured** first becomes aware of any **Wrongful Act** which may reasonably give rise to a future **Claim** and during such period give written notice to the Insurer or any of the Insurer's licensed agents, of:

C. Paragraph D is deleted in its entirety and replaced as follows:

The **Insureds** shall give written notice under this Policy to the Insurer or any of the Insurer's licensed agents as specified in the **Certificate of Insurance**, which shall be effective upon receipt. Failure to give any notice required to be given by paragraphs A, B and C above, within the time prescribed therein shall not invalidate any **Claim** made by the **Insured** or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

D. Paragraph E is deleted in its entirety and replaced as follows:

The **Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers and such other information, assistance and cooperation as the Insurer may reasonably request. The **Insureds** agree to cooperate with the Insurer, and provide all assistance and information reasonably requested by the Insurer. When requested by the Insurer, the **Insureds** shall submit to examination by a representative of the Insurer, under oath if required, and shall attend hearings, depositions, and trials and shall assist in the conduct of **Claims**.

10. A new section is added as follows:

CANCELLATION/NONRENEWAL/CONDITIONAL RENEWAL OF CERTIFICATE OF INSURANCE



A. Cancellation of this **Certificate of Insurance**

1. This **Certificate of Insurance** may be canceled by the **Named Insured** by surrendering it to the Insurer or any of our authorized agents. The **Named Insured** may also cancel his or her **Certificate of Insurance** by written notice to the Insurer or our licensed agent, stating at what future date cancellation is to be effective.
2. If this **Certificate of Insurance** has been in effect for sixty (60) days or less, this **Certificate of Insurance** may be canceled by the Insurer by mailing or delivering to the **Named Insured** written notice stating the reason for cancellation at the mailing address shown on this **Certificate of Insurance**, and to the **Named Insured's** authorized agent or broker and to the **Policyholder** at least:
 - a. twenty (20) days before the effective date of cancellation if this **Certificate of Insurance** is canceled for any reason not included in paragraph (b) below.
 - b. fifteen (15) days before the effective date of cancellation if this **Certificate of Insurance** is canceled for any of the following reasons:
 - i. nonpayment of premium provided; however, a notice of cancellation on this ground shall inform the **Named Insured** of the amount due;
 - ii. conviction of a crime arising out of acts increasing the hazard insured against;
 - iii. discovery of fraud or material misrepresentation in the obtaining of this **Certificate of Insurance** or in the presentation of a **Claim**;
 - iv. after issuance of this **Certificate of Insurance** or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **Certificate Period**;
 - v. material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of this **Certificate of Insurance**, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this **Certificate of Insurance** was issued or last renewed;
 - vi. a determination by the New York State Superintendent of Insurance that continuation of the Insurer's present premium volume would jeopardize the Insurer's solvency or be hazardous to the interest of the Insurer's policyholders, creditors or the public;
 - vii. a determination by such Superintendent that the continuation of this **Certificate of Insurance** would violate, or would place the Insurer in violation of, any provision of the New York Insurance Code; or
 - viii. revocation or suspension of the **Named Insured's** license to provide **Professional Services**.
3. If this **Certificate of Insurance** has been in effect for more than sixty (60) days, or if this **Certificate of Insurance** is a renewal or continuation of a **Certificate of Insurance** issued by the Insurer, this **Certificate of Insurance** may be canceled by the Insurer only for any of the reasons listed in paragraph A.2.b. above provided a written notice stating the reason for cancellation is mailed or delivered to the **Named Insured** at the address shown in this **Certificate of Insurance**, and his or her authorized agent or broker and to the **Policyholder** at least fifteen (15) days before the effective date of cancellation.
4. Notice of cancellation will state the effective date of cancellation. The **Certificate Period** will end on this date. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. If the **Named Insured** cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata. However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the Insurer will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60,



whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6. If one of the reasons for cancellation set forth in Paragraph A.2.b. exists, the Insurer may cancel this entire **Certificate of Insurance**, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this **Certificate of Insurance**.

B. Nonrenewal / Conditional Renewal of this **Certificate of Insurance**

1. If the Insurer elects not to renew this **Certificate of Insurance**, the Insurer shall send notice as provided in paragraph 3. below along with the reason for nonrenewal.
2. If the Insurer conditions renewal of this **Certificate of Insurance** upon:
 - a. Change of limits;
 - b. Change in type of coverage;
 - c. Reduction of coverage;
 - d. Increased deductible;
 - e. Addition of exclusion;
 - f. Increased premiums in excess of 10%, exclusive of any premium increased due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; the Insurer shall send notice as provided in paragraph 3.b. below.

The Insurer shall send notice as provided in paragraph 3.

3. Notice of nonrenewal and conditional renewal will be provided as follows:
 - a. If the Insurer decides not to renew this **Certificate of Insurance** or to conditionally renew this **Certificate of Insurance** as provided in paragraphs 1. and 2. above, the Insurer shall mail or deliver written notice to the **Named Insured** at least sixty (60) but not more than one hundred twenty (120) days before:
 - i. the expiration date; or
 - ii. the anniversary date if this is a continuous **Certificate of Insurance**.
 - b. Notice will be mailed or delivered to the **Named Insured** at the address shown in this **Certificate of Insurance** and his or her authorized agent or broker and to the **Policyholder**. The notice will include the specific reason or reasons for nonrenewal or conditional renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - c. The Insurer will not send the **Named Insured** notice of non-renewal or conditional renewal if the **Named Insured** or his or her authorized agent or broker or another insurer of the **Named Insured** mails or delivers notice that this **Certificate of Insurance** has been replaced or is no longer desired.
4. If the Insurer violates any of the provisions of the paragraphs above by sending the **Named Insured** an incomplete or late notice of conditional renewal or notice of nonrenewal:
 - a. Coverage will remain in effect at the same terms and conditions of this **Certificate of Insurance** at the lower of the current rates or the prior **Certificate Period's** rates until sixty (60) days after such notice is mailed or delivered, unless the **Named Insured**, during this sixty (60) day period, has replaced the coverage or elects to cancel.
 - b. On or after the expiration date of this **Certificate of Insurance**, coverage will remain in effect at the same terms and conditions of this **Certificate of Insurance** for another **Certificate Period** at the lower of the current rates or the prior **Certificate Period's**



rates, unless the **Named Insured**, during this **Certificate Period**, has replaced the coverage or elects to cancel.

11. Section IX. OTHER INSURANCE is deleted in its entirety and replaced as follows:

IX. OTHER INSURANCE

If any **Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Loss** exceeds the amount paid under such other valid and collectible insurance whether such other valid and collectible insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other valid and collectible insurance is written only as specific excess insurance over this Policy.

12. Section XVI. EXCLUSIONS is amended as follows:

A. Paragraph A. **Prior Litigation** is amended to add the words “or **Policyholder**” after the first use of the word “**Insured**.”

B. Paragraph N. **Nuclear/Pollution** is amended as follows:

1. The title is changed from “**Nuclear/Pollution**” to “**Pollution**”.
2. The phrase “nuclear reaction, radiation or contamination,” is removed from the exclusion.

C. Exclusion J. **Insolvency**, is deleted in its entirety and replaced as follows:

J. Insolvency

based upon, arising out of, due to or involving directly or indirectly the insolvency, receivership, liquidation or inability to pay, of any insurance carrier, broker/dealer, trust or investment vehicle in which the **Insured** has placed business or obtained coverage for a client or an account.

However, this exclusion does not apply:

- a. to any **Claim** arising from the **Insured’s** placement of coverage with an admitted Insurer with an A.M. Best rating of “B+” or better rating at the time the **Insured** initially placed the risk with such Insurer; or
- b. to any entity described above, if the entity was authorized or operated by a government body or bodies pursuant to statute or regulation, including assigned risk plans, joint underwriting associations, pools, FAIR Plans, or other residual market mechanisms, but only with respect to such entity in its capacity or operation in such programs.

D. Exclusion R. **Investment Banking Activities**, is deleted in its entirety and replaced as follows:

R. Investment Banking Activities

based upon, directly or indirectly arising out of, or in any way involving any actual or alleged underwriting; syndicating; or investment banking work; or associated counseling or investment activities which includes any aspect of any actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or a Private Placement); other efforts to raise or furnish capital or financing for any enterprise or entity or any disclosure requirements in connection with any of the foregoing; provided, however, that this exclusion shall not apply to **Claims** arising from sales by an **Insured** of securities in connection with an offering thereof where such **Claims** relate solely to conduct by the **Insured** detrimentally relied upon by



particular clients of the **Insured Broker/Dealer** and do not arise from facts or circumstances affecting the offering generally such as actual or alleged misrepresentations or omissions in the formal written offering materials, including registration statements, offering memoranda and circulars;

E. Exclusion X. **Wrongful Employment Practices**, is deleted in its entirety and replaced as follows:

X. **Wrongful Employment Practices**

based upon, directly or indirectly arising out of, or in any way involving employment practices which includes discrimination or termination of employment;

13. Section XII. NO ACTION AGAINST INSURER is deleted in its entirety and replaced with the following:

No action shall be taken against the Insurer unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** or by written agreement of the **Insured**, the claimant and the Insurer. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Insurer in any action against the **Insured** to determine the **Insured's** liability, nor shall the Insurer be impleaded by the **Insured** or their legal representative in any such **Claim**.

14. The following new section is added to the Policy:

BANKRUPTCY

Bankruptcy or insolvency of any **Insured** or of the **Insured's** estate will not relieve the Insurer of its obligations under this Policy.

This endorsement is attached to the **Named Insured's Certificate of Insurance** and amends the **Insured's** coverage under the Master Policy. It takes effect on the effective date of the **Named Insured's Certificate of Insurance**, unless another effective date is shown below. All other provisions of the **Insured's** coverage under the Policy remain unchanged.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMEND DEFINITION OF PROFESSIONAL SERVICES ENDORSEMENT

In consideration of the premium, the phrase “the **Named Insured** must purchase Coverage Option A, B, or C in order to be eligible for coverage under any of the following Property & Casualty Coverage Options:” is deleted from the definition of **Professional Services** set forth in Section III, Definitions.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMEND SPECIFIED SERVICES EXCLUSION ENDORSEMENT

In consideration of the premium, the phrase "property or casualty agent" is deleted from Paragraph 1.a. of Exclusion G, Specified Services, set forth in Section XVI, Exclusions.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



DELETE ENDORSEMENT

It is understood and agreed that the endorsements listed below are deleted in their entirety at the request of the **Insureds**.

<u>Endorsement to be deleted</u>	<u>Effective Date as of 12:01 am</u>
Endorsement No: 3 CNA110006XX (1-25) Master Policy Aggregate Endorsement	May 1, 2026
Endorsement No: 4 CNA77924XX (4-14) CNA110007XX (1-25) Amend Definition of Certificate Period Endorsement (Gap Coverage)	May 1, 2026

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**MASTER POLICY
AGGREGATE ENDORSEMENT**

It is agreed that solely with respect to those **Insureds** who are not residents of or practice in New York State, the Policy is amended as follows:

I. Aggregate Limits

Policy Year Aggregate Limit of Liability: \$25,000,000

II. The section entitled **DEFINITIONS** is amended to add a new definition as follows:

Policy Year means the period of one year following the effective date of the **Policy Period** or any subsequent one-year anniversary thereof.

III. The following new paragraphs are added to the section entitled **LIMIT OF LIABILITY, RETENTION AND ALLOCATION** as follows:

- Policy Aggregate:

The amount set forth as the **Policy Year** Aggregate Limit of Liability in paragraph I. of this Endorsement shall be the maximum Aggregate Limit of Liability of the Insurer for each **Policy Year**, regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**. The **Policy Year** Aggregate Limit in effect at the time a **Certificate of Insurance** is issued shall be the applicable **Policy Year** Aggregate Limit for such **Certificate of Insurance** regardless of when such **Certificate of Insurance** expires.

- Per **Claim** Aggregate:

If more than one each **Claim** limit of liability is applicable to any one **Claim**, the Insurer's maximum limit of liability for such **Claim** shall be the largest of such each **Claim** limit of liability.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**AMEND DEFINITION OF CERTIFICATE PERIOD ENDORSEMENT
(45 Day Gap Coverage)**

It is hereby understood and agreed that, solely for those **Insureds** who are maintaining continuous coverage pursuant to any claims made broker-dealer, life agent, P&C agent, registered representative, registered investment adviser, financial planning or professional liability policy, the section entitled **DEFINITIONS**, the definition of **Certificate Period** is amended to add the following:

Certificate Period also means the period of time between the expiration date shown on the **Named Insured's** previous certificate of insurance and the inception date shown on the **Named Insured's** current **Certificate of Insurance**. Provided always, in no event shall the expiration date between the **Named Insured's** previous certificate of insurance and the inception date shown on the current **Certificate of Insurance** be greater than forty-five (45) days.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CHANGE OF CONTROL ENDORSEMENT

In consideration of the premium, the Policy is amended to add the following new Section:

- **CHANGE OF CONTROL**

If, during the **Certificate Period**, there occurs:

1. a merger or consolidation of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity; or
2. the acquisition by another entity or person, or group of entities or persons acting in concert, of:
 - a. owning interests of the **Named Insured** representing more than fifty percent (50%) of the right to control such entity as evidenced by the power to elect, designate, or appoint the majority of the board of directors, management committee members, or management board members of such **Named Insured**; or
 - b. the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Named Insured**, to elect, designate, or appoint the majority of the board of directors, management committee members, or management board members of such **Named Insured**,

then this Policy shall continue with respect to such **Named Insured** until it is otherwise terminated, but only with respect to **Claims** for **Wrongful Acts** occurring before the effective date of such consolidation, merger, or acquisition.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**AMEND DEFINITION OF AGENT ENDORSEMENT
(Independent Marketing Organization; Non-Exclusive Contractor)**

In consideration of the premium, and solely if the coverage provided by this endorsement is indicated as purchased on the **Named Insured's Certificate of Insurance**, the Policy is amended as follows:

I. The definition of **Agent** set forth in Section III., Definitions is amended as follows:

A. Paragraph B. is amended to add the following:

- independent marketing organization, field marketing organization, national marketing organization, or organization performing functions typically done by such entities (hereafter, collectively, "IMOs"), including such entity's natural person contractors (including 1099 contractors) (hereafter, "Contractors") but only for such person's provision of **Professional Services** on behalf of such entity; provided, coverage for any non-exclusive Contractor is contingent upon that person maintaining professional liability insurance, issued by a licensed insurance company with an AM Best rating of B+ or better, in effect for the applicable **Certificate Period** with limits of liability equal to or greater than \$1,000,000 each claim and \$1,000,000 in the aggregate at issuance.

B. The provision stating, "**Agent** does not include an independent marketing organization, a field marketing organization, a national marketing organization, or any organization performing functions typically done by these entities or anyone while acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any subagents." is deleted and replaced with the following:

With the exception of any IMOs referenced in paragraph B of the definition of **Agent**, **Agent** does not include anyone acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any subagents.

II. Section IX., Other Insurance is amended to add the following:

Any coverage afforded by this Policy to a Contractor applies specifically in excess of the limit of liability of any and all valid and collectible professional liability insurance maintained by such Contractor.

III. If, at any time during the **Certificate Period**, a non-exclusive Contractor does not maintain professional liability insurance with limits of liability equal to or greater than \$1,000,000 each claim and \$1,000,000 in the aggregate at issuance, no coverage will be afforded to such non-exclusive Contractor or the **Named Insured** for any **Loss** arising out of any **Wrongful Act** committed, attempted, or allegedly committed or attempted during the period of time when such professional liability insurance was not maintained.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.