

INSURANCE AGENTS, BROKERS AND CONSULTANTS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE COVERAGE PROVIDED UNDER THIS POLICY APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AND TO THE EXTENT AN EXTENDED REPORTING PERIOD APPLIES. **WRONGFUL ACTS** MUST OCCUR ON OR AFTER THE **RETROACTIVE DATE**. UNLESS THIS POLICY IS OTHERWISE ENDORSED, **CLAIMS EXPENSES** ARE PAYABLE IN ADDITION TO THE POLICY LIMIT OF LIABILITY FOR **DAMAGES**.

Read this entire Policy carefully to determine **Your** rights and duties, **Our** rights and duties and what is and is not covered. Various provisions in this Policy restrict coverage.

Throughout this Policy the words **You**, **Your** and Named Organization refer to the **Named Insured** stated in the Declarations, and any other person or entity qualifying as a **Named Insured** under this Policy. The words **We**, **Us** and **Our** refer to the Company providing this Policy.

Words and phrases other than titles and headings that appear in bold-faced print have special meaning. Refer to the DEFINITIONS Section.

In consideration of the payment of premium and in reliance upon the statements in the application and the supplements made part of this policy, and subject to all terms of the policy, **We** agree with the **Named Insured** as follows:

SECTION I. INSURING AGREEMENTS

A. COVERAGE - PROFESSIONAL LIABILITY

1. The Company shall pay on behalf of an **Insured** all **Damages** in excess of the deductible and pay related **Claims Expenses** which an **Insured** becomes legally obligated to pay as a result of **Claims** first made against an **Insured** during the **Policy Period** and reported to the Company in writing during the **Policy Period** or within the 60-day automatic Extended Reporting Period or, if offered and purchased, during a Supplemental Extended Reporting Period, by reason of any **Wrongful Act** occurring on or after the **Retroactive Date**. Coverage is provided only to the extent this policy applies to such **Claims** or **Damages**. The 60-day period for reporting **Claims** following the end of the **Policy Period** is the automatic Extended Reporting Period and is provided free of charge. The automatic Extended Reporting Period does not extend the **Policy Period** and does not apply to **Claims** that are covered under any subsequent insurance the **Named Insured** purchases or that would be covered by such insurance but for the exhaustion of the amount of insurance applicable to such **Claims**.
2. Coverage shall apply only to any such **Claims** arising out of the conduct of an **Insured's Professional Services**.
3. **We** will not provide **Claims Expenses** under this policy unless coverage for **Damages** other than **Claims Expenses** would also be available with regard to any **Claim** seeking **Damages** as a result of a **Wrongful Act** to which this policy applies.

B. DEFENSE, INVESTIGATION AND SETTLEMENT

1. With respect to the insurance afforded by this policy for **Damages** and **Claims Expenses** that are covered under this Policy, **We** have the right and duty to defend an **Insured**, including the right to select counsel and arbitrators in an **Insured's** name and on an **Insured's** behalf for any potential **Claim** or **Claim for Damages** to which this policy applies, against an **Insured**, even if such **Claim** is groundless, false or fraudulent. **We** also have the right to make such investigation, negotiation and with an **Insured's** consent, settlement as **We** deem expedient. However, **We** will have no duty to defend an **Insured** against any **Claim** seeking **Damages** for which this insurance does not apply.
2. If however, the **Named Insured** refuses to consent to a settlement recommended by **Us** and elects to contest the **Claim** or continue legal proceedings in connection with such **Claim**, **Our** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been settled, including related **Claims Expenses** up to the date of such refusal, or the applicable policy limit of liability, whichever is less.
3. **We** will have the right, but not the duty, to appeal any judgment.

4. For any **Claim** to which this Policy applies:

- a. In addition to the Limit of Liability for **Damages** applicable to this Policy, **We** shall pay related **Claim Expenses** that **We** incur for any such **Claim**. However, **Our** right and duty to defend the **Insured** and to pay **Claim Expenses** for **Claims** covered under this policy ends when the Limit of Liability stated in the Declarations is exhausted by payment of judgments or settlements.
- b. The **Insured** may not incur any **Claim Expenses** or admit liability for, make payment for, or settle any **Claim** without **Our** prior written consent, which shall not be unreasonably withheld. **We** shall not be liable for any expense, settlement, assumed obligation or admission to which **We** have not consented.
- c. The **Insured** agrees to cooperate with **Us** in the defense, investigation, and settlement of any **Claim** and agrees, as a condition of coverage under this Policy, to submit to **Us** upon request such information and documentation as **We** may require in the investigation and defense of any **Claim**.

C. LIMITS OF LIABILITY AND DEDUCTIBLE

1. LIMITS OF LIABILITY

- a. The Limit of Liability stated in the Declarations as applicable to each **Wrongful Act** is **Our** maximum liability for **Damages** resulting from any one **Wrongful Act** or **Related Wrongful Act**. Without regard to the number of **Claims** or **Insureds** against whom a **Claim** has been made, all **Damages** arising out of the same **Wrongful Act** or **Related Wrongful Act** will be subject to the each **Wrongful Act** Limit of Liability in effect when the first **Claim** arising out of the **Wrongful Act** or **Related Wrongful Act** was made.
- b. The Aggregate Limit of Liability stated in the Declarations is **Our** maximum liability for all **Damages** resulting from all **Claims** made during the **Policy Period** and any applicable Extended Reporting Period.
- c. **Claims Expenses** are payable in addition to the Limits of Liability for **Damages** outlined under C.1.a. or C.1.b. above. **Our** right and duty to defend an **Insured** and to pay **Claim Expenses** for **Claims** covered under this policy ends when the applicable Limit of Liability stated in the Declarations is exhausted by payment of judgments or settlements.
- d. Except for the Limit of Liability for each **Wrongful Act** or **Related Wrongful Act**, the Aggregate limit, deductible and any rights or duties specifically assigned to the **Named Insured**, the coverage provided by this Policy applies separately to each **Insured** for which this policy provides coverage and against whom a **Claim** is made.

2. DEDUCTIBLE

- a. The Deductible stated in the Declarations applies only to **Damages**. **We** shall only be liable to pay **Damages** in excess of the Deductible stated in the Declarations, which Deductible shall apply to each loss covered under this Policy arising out of any one **Wrongful Act** or **Related Wrongful Act**. The Deductible does not increase the Limit of Liability.

If the **Named Insured** has continuously maintained insurance agents, brokers and consultants errors and omissions insurance with **Us** during the last 5 consecutive 12-month policy periods and has not had a **Claim** made against them during the last 5 policy periods, the per **Wrongful Act** Deductible will be waived for the first covered **Claim** made during the current Policy Period up to a maximum of \$5,000 or the amount of the deductible, whichever is less.

- b. The deductible may not be separately insured without **Our** written consent.
- c. The policy will only pay that part of covered **Damages** that exceed the Each Wrongful Act deductible shown in the Declarations.
- d. If the Declarations includes an Aggregate deductible amount, the **Named Insured** will not be responsible for any amounts that exceed the Aggregate deductible for the total of covered **Damages** for all **Claims** incurred during the policy period resulting from **Wrongful Acts** or **Related Wrongful Acts**. An aggregate deductible applies separately to each consecutive **Policy Period**.
- e. **Related Claims** are considered one **Claim** and are subject to the each **Wrongful Act** deductible.
- f. If **We** pay all or part of any Deductible amount, **We** will notify the **Named Insured** of **Our** payment of the Deductible, and request reimbursement. The **Named Insured** will pay **Us** for the part of the Deductible **We** paid within 30 days of **Our** request.

g. Specific Product Provider Deductible

If separate per **Wrongful Act** and Aggregate deductibles are displayed on the Declarations as applicable to a specific named Product Provider, all **Claims** that arise due to **Wrongful Acts** involving **Professional Services** rendered solely for that Product Provider will be subject to such separate deductibles. These separate deductibles are not in addition to the general deductibles applicable to all Product Providers not specifically named. The separate aggregate deductible that applies to a specific Product Provider erodes the general aggregate deductible applicable to all Product Providers not specifically named on the Declarations.

D. WHEN A CLAIM WILL BE CONSIDERED FIRST MADE

A **Claim** will be considered first made at the earlier of the following times:

1. When notice of such **Claim** is received by an **Insured** or by **Us**, whichever comes first;
2. When a **Claim** is made directly to **Us** in writing; or
3. When notice to **Us** of a **Wrongful Act** or **Related Wrongful Act** is first made pursuant to Section IV. **Conditions; Reporting of Potential and Actual Claims.**

E. SPOUSAL OR DOMESTIC PARTNER LIABILITY

If a **Claim** against an **Insured** includes a **Claim** against the **Insured's** spouse or **Domestic Partner** (whether such status is derived by reason of statutory or common law or any other law of any country) solely by reason of such:

1. Spousal or **Domestic Partner** status; or
2. Spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for the **Wrongful Act** of an **Insured**;

All sums which such a spouse or **Domestic Partner** becomes legally obligated to pay by reason of such **Claim** will be treated for the purposes of this Policy as sums which the **Insured** becomes legally obligated to pay as a result of the **Claim** made against such **Insured**. Such sums attributable to the spouse or **Domestic Partner** will be covered under this Policy only if and to the extent such sums would be covered if incurred by the **Insured**. However, this extension will not afford coverage for a **Claim** arising out of any **Wrongful Act** or **Related Wrongful Act** by an **Insured's** spouse or **Domestic Partner**.

F. ADDITIONAL COVERAGES

Payments made under the following Additional Coverages are not subject to the Policy deductible(s) and will not reduce the Policy Limit(s) of Liability.

1. Defense of Regulatory Investigations

We will pay the reasonable attorneys' fees, costs and expenses incurred by the **Insured** in responding to an investigation of an **Insured** by reason of any **Wrongful Act** or **Related Wrongful Act**, by a state licensing board, professional regulatory agency, or a governmental agency with authority to regulate **Professional Services** resulting from the **Insured's** performance of **Professional Services** even if the allegations are false or groundless. The maximum **We** will pay for all **Insureds** regardless of the number of investigations is \$50,000 per **Policy Period**.

However, as a condition precedent to coverage under this section:

- a. **We** must agree in writing in advance of retention of legal counsel selected to defend the **Insured**; and
- b. The **Insured** must be first notified of the investigation during the **Policy Period** and must provide **Us** with written notice not later than 30 days after the **Insured** has been notified of the investigation.

2. Catastrophe Expense – Property and Casualty

For catastrophes that occurred during the **Policy Period** and are designated as a catastrophe by Insurance Services Office, Inc. **We** will pay up to \$15,000 per catastrophe, subject to a per **Policy Period** aggregate limit of \$45,000 for all catastrophes that occur in any one **Policy Period**, for the actual reasonable extra expenses incurred by the **Named Insured** for assisting in the Property and Casualty insurance **Claims** processing needs of their **Client(s)** who have been affected by the catastrophe. Such extra expenses must be incurred within 90 days of the date of the catastrophe.

3. Crisis Management – Public Relations

We will reimburse the **Named Insured** for **Public Relations Event Expenses** that the **Named Insured** incurs as a result of a **Public Relations Event** that first occurs and is reported to the Company during the **Policy Period**.

However, the amount **We** will pay for **Public Relations Event Expenses** is limited to \$10,000 per **Policy Period** for all **Public Relations Events** for which this policy provides coverage.

Coverage for **Public Relations Event Expenses** applies only if:

- a. The **Public Relations Event Expenses** are incurred within 6 months from the date the **Public Relations Event** was first discovered;
- b. All consultants, public relations firms, vendors or suppliers providing materials or services included in **Public Relations Event Expenses** are approved by **Us**.

G. SUPPLEMENTARY PAYMENTS

Payments made under the following Supplementary Payments are not subject to the Policy deductible(s) and will not reduce the Policy Limit(s) of Liability.

With respect to any **Claim We** investigate or settle, or any suit against an **Insured We** defend:

1. Expense Reimbursement

If **We** or counsel **We** have appointed to defend an **Insured** request the **Insured's** presence at a mediation, meeting, deposition, hearing, arbitration or trial in connection with a **Claim, We** will pay the **Insured** up to \$750 per day for actual lost wages or time off plus reasonable travel expense.

2. Pre-judgment Interest

We will pay pre-judgment interest awarded against an **Insured** on that part of the judgment we pay that falls within the available Policy Limit of Liability.

3. Post- Judgment Interest

We will pay interest awarded against an **Insured** on the amount of any judgment we pay that falls within the available Policy Limit of Liability that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.

4. Appeal Bond Premium

If **We** exercise **Our** right to appeal, **We** will pay any premium for appeal bonds for the portion of any judgment that falls within the applicable Limit of Liability, provided, however, that **We** have no obligation to apply for, furnish, or have any court approve such bonds, or provide any collateral for such bonds.

SECTION II. TERRITORY

The coverage afforded by this Policy applies worldwide, provided the **Insured's** responsibility to pay **Damages** is determined in a suit on the merits, in the United States of America or in a settlement we agree to.

SECTION III. EXCLUSIONS

This insurance does not apply to any **Claim** or expenses based upon or arising out of the following exclusions.

A. Abuse or Molestation

The actual or threatened abuse or molestation of any person by anyone in connection with the **Professional Services** rendered by an **Insured**.

B. Bankruptcy or Nonpayment

The bankruptcy, suspension of payments, or failure to pay monies due, in whole or in part, by any insurance or reinsurance company, any Individual Practice Association, Health Maintenance Organization, Preferred Provider Organization, Independent Physician Organization, Physician Hospital Organization, Dental Service Plan, Risk Retention Group, self insurance plan or reciprocal, syndicate, association, or other combination formed for the purpose of providing insurance, or reinsurance. However, this exclusion shall not apply if at the time of the placement or renewal of coverage with any of the above described entities:

1. An entity that was rated B+ or higher by AM Best Company or Demotech, Inc., or, irrespective of such rating, was subject to or a member of the state guaranty fund, guaranty association, or equivalent in the state or states of domicile of the subject **Client**; or
2. An entity backed by or operated by a governmental body or bodies (such as assigned risk plans, Joint Underwriting Associations, State or Federal Flood, Wind or FAIR pools or plans, or state operated residual markets), or was a County Mutual reinsured by carriers rated B+ or better by A.M. Best Company or Demotech, Inc.

C. Bodily Injury and Property Damage

Bodily Injury or Property Damage involving any actual or alleged

1. Bodily injury, including sickness, injury, disease or death of any person; or
2. Damage to or destruction of any property by an **Insured** or any individual or entity for whom the **Insured** is responsible, including loss of use to damaged or undamaged property.

However, this exclusion shall not apply to **Claims** arising directly out of any actual or alleged failure of the **Insured** to place, effect, maintain, or renew any insurance products for any **Client**.

D. Class Action

A **Claim** by or on behalf of a certified class of claimants pursuant to Federal Rule of Civil Procedure 23 or a similar state or foreign rule of civil procedure.

E. Confidential or Personally Identifiable Information Disclosure, Network Privacy and Malware

An **Insured's** unauthorized use or release of any confidential or personally identifiable information pertaining to any person or the transmission of malware from your computer system to a third party.

F. Contractual Liability

Any sums an **Insured** is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that an **Insured** would have in the absence of the contract or agreement.

G. Criminal, Fraudulent, Malicious, Dishonest or Intentional Acts

Any dishonest, fraudulent, criminal, malicious, knowingly **Wrongful Act** or willful violation of any statute or regulation committed by an **Insured**, or with the knowledge, consent or approval of an **Insured**. As to any **Claim** that falls within the Insuring Agreement, this exclusion shall not apply unless there is a judgment, final ruling or admission that is adverse to the **Insured** in any judicial, administrative or alternative dispute resolution proceeding establishing that such **Wrongful Acts** were dishonest, fraudulent, criminal, malicious, knowingly wrongful, or that an **Insured** approved, consented to or had knowledge of such conduct. This exclusion does not apply to an individual **Insured** or individual **Insured(s)** who did not have knowledge of, acquiesce to or commit such **Wrongful Act(s)**.

H. Employment-Related Practices

An **Insured's** actual or alleged employment-related practices, acts or omissions, whether in violation of contract or statutory or common law, including without limitation: the refusal to employ; wrongful termination of employment; discrimination or harassment of any kind; breach of employment contract; wrongful demotion, evaluation, reassignment or discipline; defamation, slander or libel; invasion of privacy; infliction of emotional distress; retaliation; malicious prosecution or abuse of process; or the payment of, or failure to pay wages.

I. ERISA

Any damages for which any **Insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 (ERISA), and its amendments, or by any similar federal, state or local law.

J. Fungi

Any loss, cost or expense arising directly or indirectly out of any **Claim** for:

1. Actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether

any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

2. The abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by an **Insured** or by any other person or entity.

However, this exclusion shall not apply to **Claims** arising directly out of any actual or alleged failure of the **Insured** to place, effect, maintain, or renew any insurance products for any **Client**.

K. Improper Use Of Funds

Any **Claim** arising out of an **Insured's**:

1. Conversion, defalcation or commingling of funds, embezzlement, misappropriation or improper use of funds;
2. Illegally gained profit, remuneration or monetary advantage; or
3. Inability or failure to pay, collect, safeguard or return any funds.

This exclusion shall not apply to an **Insured** who did not personally commit, acquiesce to or participate in the activities in exclusion K.1., K.2. or K.3. above.

This exclusion does not affect **our** duty to defend an **Insured** in accordance with the Insuring Agreement of this Policy, prior to determining, through the appropriate legal processes, that the **Insured** is responsible for any of the activities listed in K.1., K.2. or K.3. above.

L. Insured verses Insured

A **Claim** or dispute between **Insureds** or with another insurance agent or broker, **Registered Representative, Registered Investment Advisor or Investment Advisor Representative** including, but not limited to, any business dispute concerning commissions, fees, client lists, or non-compete or similar agreements. However, this exclusion shall not apply if the **Wrongful Act** arises out of **Professional Services** by an **Insured** rendered to such other **Insured**, agent or broker as a **Client**, provided the **Insured** rendering such **Professional Service** does not have any legal or equity interest in the subject of the insurance or investment procured for the **Client**.

M. Intellectual Property Infringement

Any actual or alleged infringement of any intellectual property rights of another. However, this exclusion will not apply to infringement of copyright, trade name, trade dress or service mark, or misappropriation of advertising ideas committed in the course of advertising by an **Insured**.

N. Investments and Securities

An **Insured's** involvement in or arising out of:

1. Promissory notes;
2. Viatical or life settlements as investments, or viatical investment pools;
 - a. Securities (as defined in the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and the Investment Advisers Act of 1940, and any amendments thereto) or any state securities or Blue Sky statutes, including any rules or regulations promulgated under any of the foregoing; or
 - b. The rules or regulations of:
 - (1) Any self-regulating organization, including but not limited to, FINRA or its predecessors; or
 - (2) Any state insurance or securities department, commission or agency except as provided in Additional Coverages I.F.1.
3. Commodities, futures contracts, or option contracts.

4. Limited Partnerships, Syndicates and Investment Trusts

Involving the formation, syndication, operation, administration, dissolution or roll-up of any limited partnership or limited partnership interest, any real estate syndicate or investment trust or any interest therein.

5. Internal Revenue

Any Internal Revenue Code section 1031 exchange.

O. Management and Disposition of Assets

An **Insured's** activities in exercising discretionary authority or control with regard to the management or disposition of assets (whether for individuals, groups, plans or other entities); provided, however, this exclusion shall not apply to an **Insured** providing an asset allocation service with respect to any **Covered Products** pursuant to a written asset allocation plan executed by the **Client**;

P. Market Fluctuation

Solely based upon any fluctuation in the market value of any investment covered by this Policy.

Q. Pension, Welfare or Benefit Plans of an Insured

Any pension, welfare or benefit plan organized for the benefit of employees of an **Insured**, or an **Insured's** obligations or services as a fiduciary or trustee for any pension, welfare or benefit plan organized for the benefit of employees of an **Insured** under ERISA, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Pension Benefits Act, Pension Protection Act of 2006 (PPA), including any amendments, rules or regulations promulgated under any of the foregoing, or any similar provisions of any state or local statutory or common law.

R. Pollution

Any **Claim** arising out or in consequence of any:

1. Discharge, emission, release, dispersal or escape of any **Pollutant** or any threat thereof;
2. Treatment, removal or disposal of any **Pollutant**; or
3. Regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**.

However, this exclusion shall not apply to **Claims** arising directly out of any actual or alleged failure of the **Insured** to place, effect, maintain, or renew any insurance products for any **Client**.

S. Prior Acts, Prior Knowledge or Prior Notice

Any **Claim** or **Suit** arising out of any **Wrongful Act** or **Related Wrongful Act** if:

1. The matter arises out of the same facts, circumstances or allegations that were previously reported under an insurance policy which this policy is a renewal or replaces.; or
2. If an **Insured**, prior to the inception date of continuous claims-made coverage with **Us**, knew or could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**. However, this paragraph does not apply to an **Insured** who had no knowledge of or could not have reasonably foreseen that any such **Wrongful Act** might be expected to be the basis of a **Claim**.
3. In no event will a **Claim** be covered under this policy if it is attributable to or arises out of a **Wrongful Act** or **Related Wrongful Act** that occurred prior to this policy's **Retroactive Date**.

T. Structured Settlements

The offering, sale or servicing of any structured settlement, provided, however, this exclusion shall not apply to a **Claim** solely based upon or arising out of the selling or servicing of a product utilized to fund a structured settlement.

U. Tax, Securities and Financial- Excluded Activities

Services performed by an **Insured**, whether or not the **Insured** is licensed as such, as a:

1. Tax preparer or advisor, (except for tax advice provided directly concerning **Covered Products** in the rendering of **Professional Services**), accountant, architect, engineer, actuary, attorney, real estate agent or broker, or title insurance agent;
2. Financial planner, (except as to services directly connected to **Covered Products** in the rendering of **Professional Services** directly related to a **Covered Product**;
3. **Registered Representative**, or **Registered Investment Advisor** or **Investment Advisor Representative**, except as to services directly in connection with any **Covered Product** in the rendering of **Professional Services**; or
4. Securities broker dealer.

V. Third Party Claims Administration or Public Claims Services

An **Insured's** actions, activities, responsibilities or duties as a Third Party Claims Administrator, or an **Insured's** public claims adjusting or public appraisal services.

W. Violation of Statutes

Any actual or alleged violation of:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.

X. Warranties

The actual or alleged warranty, promise, guarantee or representation as to the value or yield of any products sold or serviced in the rendering of **Professional Services**, or as to non-guaranteed interest rates or future premium payments.

SECTION IV. CONDITIONS

A. Assistance and Cooperation of the Insured

1. The **Insured** agrees to:
 - a. Cooperate with **Us**;
 - b. Upon **Our** request, assist in the defense, investigation, and settlement of any **Claims**, or Suits, and, as may be appropriate, any potential **Claims**;
 - c. Enforce any right of contribution, indemnity or apportionment against any person or organization that may be liable to the **Insured** because of **Damages** to which this Policy applies; and
 - d. Attend hearings, submit to examination, attend trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits, mediations or similar proceedings.
2. The **Insured** shall not:
 - a. Except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense;
 - b. Prejudice **Our** position, potential or actual rights of recovery, legal obligations or rights; or
 - c. Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent.

B. Authorization Clause/Notices

By acceptance of this Policy, all individuals or entities included in the definition of **Insured** agree that the first **Named Insured** stated in the Declarations shall act on behalf of all individuals or entities included in the definition of **Insured** with respect to the giving and receiving of notice of any **Claim** or potential **Claim**, cancellation, nonrenewal, the payment of premiums and the receiving of any return premiums that may become due under this Policy. Notice to the first **Named Insured** at the address of such first **Named Insured**

stated in the Declarations shall also constitute notice to all individuals or entities included in the definition of **Insured**.

C. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve **Us** of **Our** obligations under this Policy.

D. Changes

Notice to any agent or broker or knowledge possessed by any agents or broker or by any other person shall not effect a waiver or change in any part of this Policy or stop **Us** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued by **Us** to form a part of this Policy.

E. Conformance with State Statutes

Terms of this Policy which are in conflict with the statutes of the State or province where this Policy is issued are hereby amended to conform to such statutes.

F. Legal Action Against Us

1. No person or organization shall sue **Us** unless the following conditions precedents are met:
 - a. There has been full compliance with all the terms of this Policy; and
 - b. The amount of an **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual and contested trial on the merits, or by written agreement of the **Insured**, the claimant, and **Us**.
2. 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.
3. Nothing contained in this Policy shall give any person or organization any right to join **Us** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

G. Liberalization

If **We** adopt a change in the forms or rules applicable to this Policy during the term of this Policy which would broaden the coverage provided by any form that is a part of this Policy without an extra premium charge, the broader coverage will apply to this Policy. This extension is effective upon the approval of such broader coverage in the State in which the first **Named Insured** is headquartered.

H. Other Insurance

1. If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a **Claim** covered by this Policy, the insurance provided hereunder shall be excess insurance over and above the applicable limit of all other insurance or self-insurance unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this Policy. When such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this Policy, this policy shall be primary and shall contribute to the loss as described in paragraph 3. below.
2. When this insurance is excess, **We** shall have no duty under this policy to defend any **Claim** or Suit that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim** or Suit, **We** can choose to defend and then shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claim Expenses We** incur.
3. When both this insurance and any other insurance or self-insurance apply to the **Claim** on the same basis, **We** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the applicable Limit of Liability under this Policy for such **Damages** and **Claim Expenses** bears to the total applicable Limit of Liability of all valid and collectible insurance against such **Damages** and **Claim Expenses**. Subject to the foregoing, if a **Claim** occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro rata based on Limits of Liability or limits of insurance.

I. Notification of Change of Control of Named Insured

If during the **Policy Period** there is an acquisition of the **Named Insured**, or of a majority of its assets, by another individual or entity, or there is a merger or consolidation of the **Named Insured** with another entity such that the **Named Insured** is not the surviving entity, then coverage under this Policy shall continue for 90 days after the date of such acquisition, merger, consolidation or change of control, but only with respect to a **Wrongful Act** occurring prior to the acquisition, merger, consolidation, or change in control. The **Named Insured** shall give **Us** written notice of such event within 90 days of the acquisition, merger, consolidation or change of control together with any information **We** may require. The appointment of any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Named Insured**, or the **Named Insured** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition.

J. Reporting of Potential and Actual Claims

1. Reporting of Potential Claims

If a **Named Insured** first becomes aware of a **Wrongful Act** which might reasonably be expected to give rise to a **Claim** and meets all of the following requirements in reporting the **Wrongful Act** to **Us**, all **Claims** arising from that **Wrongful Act** will be considered to have been made at the time **We** first received written notice of such **Wrongful Act**.

- a. The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- b. **We** receive written notice from the **Named Insured** during the **Policy Period** or applicable Extended Reporting Period of the **Wrongful Act**. Such notice must include all of the following information:
 - (1) The names of all persons and/or organizations involved in the **Wrongful Act**;
 - (2) The specific person or organization likely to make the **Claim**;
 - (3) A description of the time, place and nature of the **Wrongful Act**;
 - (4) A description of the potential **Claim**; and
 - (5) A statement that the **Named Insured** believes the **Wrongful Act** may result in a **Claim**; and
- c. The **Named Insured** has no other insurance that applies to the **Claim** or would apply except for the exhaustion of its limits.

2. Reporting of Actual Claims

If during the Policy Period an **Insured** becomes aware of a **Claim**, the **Named Insured** shall provide notice to **Us** within 60 days or as soon as practicable after a **Claim** is first made against an **Insured**, but:

- a. If the policy is renewed with **Us**; no later than 60 days after the expiration of the **Policy Period**; or
- b. If the policy is cancelled or non-renewed or **We** replace the policy with a policy that has a **Retroactive Date** later than the one shown in the Declarations or a policy that does not apply to **Wrongful Acts** on a claims made basis, no later than the end of the Policy Period or applicable Extended Reporting Period.

Failure to give such timely notice shall invalidate coverage under this policy.

Notice shall include the following:

- a. Every demand, notice, summons, or other process received by the **Insured** or the **Insured's** representative;
- b. Particulars sufficient to identify the **Insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, the names, addresses and other available contact information for any witnesses;
- c. Copies of all agreements with any party that is referred to, or in any way associated with the **Claim**; and
- d. Identification of any and all parties referred to, related to, or in any way associated with the **Claim**, or the **Wrongful Act** leading to the **Claim**.

K. Application Representations

The application for this Policy and any supplemental application attaches to and becomes a part of the Policy. The **Named Insured** represents that the statements and representations contained in the application(s) for this policy are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Company under this Policy. The signatory on the application is signing and acting on behalf of all individuals and entities to be insured. This Policy is issued in reliance upon the truth of such statements and representations. The **Named Insured** agrees that such statements and representations are material and if found to be untrue, coverage shall be denied and where allowed by law, this Policy shall be void for all **Insureds**, and that this policy includes all agreements between all **Insureds** and the Company relating to this insurance.

L. Subrogation

In the event of payment by **Us** under this policy on behalf of an **Insured**, the Company shall be subrogated to all such **Insured's** rights of recovery to the extent of such payment against any person or organization. All **Insureds** shall cooperate with **Us** and do whatever is necessary to secure such rights and shall do nothing to prejudice such rights.

M. Assignment

Assignment of interest under this policy shall not bind **Us** unless **Our** consent is endorsed hereon. If an **Insured** dies or is adjudged incompetent, this policy will cover that **Insured's** legal representative as an **Insured** with respect to liability previously incurred and covered by this policy.

SECTION V. BASIC AND SUPPLEMENTAL EXTENDED REPORTING PERIODS

A. Basic Extended Reporting Period

1. A Basic Extended Reporting Period for reporting **Claims** following the end of the **Policy Period** is automatically provided without additional charge if the policy is cancelled or non-renewed or **We** replace the policy with a policy that has a **Retroactive Date** later than the one shown in the Declarations or a policy that does not apply to **Wrongful Acts** on a claims made basis. The Basic Extended Reporting Period starts at the end of the **Policy Period**, and lasts for 60 days.
2. The 60-day Basic Extended Reporting Period applies to **Claims** arising out of a **Wrongful Act** that was committed on or after the **Retroactive Date** stated in the Declarations and before the end of the Policy Period, and which are first made against the **Insured** prior to the expiration of the **Policy Period** or within the 60 day Basic Extended Reporting Period. There is no separate, additional or reinstated Limits of Liability for Basic Extended Reporting Period.
3. When an optional Supplemental Extended Reporting Period applies, as described below, the Supplemental Extended Reporting Period begins when the Basic Extended Reporting Period ends.
4. The Basic Extended Reporting Period does not extend the Policy Period and does not apply to **Claims** that are covered under any subsequent insurance the **Named Insured** purchases or that would be covered by such insurance but for the exhaustion of the amount of insurance applicable to such **Claims**.

B. Supplemental Extended Reporting Period

1. If this policy is cancelled or non-renewed by **Us** or the **Named Insured** or **We** replace it with a policy that has a **Retroactive Date** later than the one shown in the Declarations or a policy that does not apply to **Wrongful Acts** on a claims-made basis, the **Named Insured** may purchase a Supplemental Extended Reporting Period for reporting **Claims** made against an **Insured** covered under this policy.
2. The Supplemental Extended Reporting Period shall extend the time in which an **Insured** may report a **Claim** first made against an **Insured** under this policy. If purchased, the optional Supplemental Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** which occurred prior to the end of the **Policy Period** and on or after the **Retroactive Date**, which are otherwise covered by the policy and which are first made against an **Insured** and reported to the Company during the Supplemental Extended Reporting Period.

3. This right to purchase the optional Supplemental Extended Reporting Period is subject to the following conditions:
 - a. If the policy was cancelled or non-renewed, it was for reasons other than fraud or non-payment of premium;
 - b. Any deductible reimbursements or other amounts owed the Company have been paid;
 - c. The **Named Insured(s)**, has complied with all of the terms and conditions of the policy;
 - d. The **Named Insured** must send written notice to **Us** of the intention to purchase the optional Supplemental Extended Reporting Period accompanied by the additional premium. Such written notice and premium payment must be received by **Us** no later than 60 days after the Policy termination date or **Our** offer to purchase the Supplemental Extended Reporting Period, whichever comes later.
 - e. The per **Wrongful Act** and Aggregate Limit of Liability that applies at the inception of the optional Supplemental Extended Reporting Period is 100% of the remaining amount of insurance available, if any, at the time the immediately preceding **Policy Period** expired. The Supplemental Extended Reporting Period does not extend the **Policy Period** and no separate or additional Limit of Liability applies to the Supplemental Extended Reporting Period. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period ends.
 - f. Any **Claim** made during the optional Supplemental Extended Reporting Period shall be deemed to have been made on the last day of the immediately preceding Policy Period. The entire premium for the Supplemental Extended Reporting Period is fully earned at the commencement of the optional Supplemental Extended Reporting Period. Once in effect, the optional Supplemental Extended Reporting Period may not be cancelled.
 - g. Issuance of a Supplemental Extended Reporting Period endorsement will be subject to the following additional premium. Available durations and premiums vary by State.

SUPPLEMENTAL EXTENDED REPORTING PERIOD OPTIONS

DURATION	ADDITIONAL PREMIUM
1 Year	100% of the full annual premium for this Policy
2 Years	150% of the full annual premium for this Policy
3 Years	200% of the full annual premium for this Policy
5 Years	250% of the full annual premium for this Policy
10 Years	300% of the full annual premium for this Policy
Unlimited	350% of the full annual premium for this Policy

C. NON-PRACTICING EXTENDED REPORTING PERIOD OPTIONS

1. Death of an INSURED

Subject to the conditions stated in this Section, if an **Insured** dies during the **Policy Period** as a result of reasons other than suicide, or alcohol or drug overdose, then the period for reporting **Claims** is expanded at no additional premium until the executor or administrator of the estate is discharged, provided that the estate, heir or administrator gives written notification and written proof of the date of death to the Company within 6 months of the **Insured's** death.

The per **Wrongful Act** and Aggregate Limit of Liability that applies at the inception of the optional Death of an Insured Extended Reporting Period is 100% of the remaining amount of insurance available, if any, at the time of the Insured's death. The Death of an Insured Extended Reporting Period does not extend the **Policy Period** and no separate or additional limit of liability applies to the Death of an Insured Extended Reporting Period.

2. Total and Permanent Disability of an INSURED

If an **Insured** becomes **Totally and Permanently Disabled** during the **Policy Period**, and has been continuously insured by the Company for at least 1 year, then the period for reporting **Claims** is extended at no additional premium until the death of the **Insured** or until the **Insured** is no longer **Totally and Permanently Disabled**, provided that:

- a. The **Insured** or the **Insured's** legal guardian provides written notice of the disability to the Company no later than 60 days after the termination date of the **Policy Period** during which the total disability occurred;
- b. The **Insured** or the **Insured's** legal guardian provides a physician's written certification of the disability including the date the disability commenced; and
- c. The **Insured** agrees to submit to a medical examination at the Company's expense by any physician(s) designated by the Company.

This Total and Permanent Disability Extended Reporting Period applies to **Wrongful Acts** that occurred on or after the **Retroactive Date** of this policy, and prior to the end of the **Policy Period** during which the **Insured** became **Totally and Permanently Disabled** and which are otherwise covered by the policy and are first made against this Insured and reported to the Company during the Total and Permanent Disability Extended Reporting Period.

The Company retains the right to contest the certification made by the **Insured's** physician and it is a condition precedent to this coverage that the **Insured** agree to submit to periodic medical examinations, at the Company's expense, by any physician designated by the Company.

The per **Wrongful Act** and Aggregate Limit of Liability that applies at the inception of the optional Total and Permanent Disability Extended Reporting Period is 100% of the this policy's per claim and aggregate limit of liability as of the date the **Insured** became **Totally and Permanently Disabled**. The Total and Permanent Disability Extended Reporting Period does not extend the **Policy Period** and no separate or additional limit of liability applies to the Total and Permanent Disability Extended Reporting Period.

SECTION VI. DEFINITIONS

A. Claim means:

1. Any written demand an **Insured** receives for **Damages** due to a **Wrongful Act** arising out of **Professional Services**, including the institution of any alternative dispute resolution proceedings against an **Insured**;
2. Any subpoena or deposition notice received by an **Insured** arising out of **Professional Services** rendered by an **Insured**; or
3. A written request received by an **Insured** to toll or waive a statute of limitations, relating to a **Claim** or potential **Claim**.

B. Claim Expenses means all costs allocated to a specific **Claim** We investigate, settle or defend including fees charged by a lawyer retained by **Us** to defend an **Insured** or any attorney the **Insured** retains with **Our** written consent. **Claim Expenses** shall not include any remuneration, salaries, regular or overtime wages, or benefits of the **Insured** or the **Company** that are associated with the defense and investigation of a **Claim**.

C. Client means any entity or individual, including any appointed administrator, beneficiary, executor, receiver, or trustee of such individual or entity, for whom an **Insured** has agreed to render **Professional Services**, whether or not for a fee or commission, or whom the **Insured** is soliciting for the rendering of **Professional Services**.

D. Covered Product means the following products offered, sold or serviced in the conduct of the **Named Insured's** profession:

1. Fixed Life Insurance, Accident and Health Insurance, Medicare Supplemental Insurance, Disability Income Insurance, or Fixed Annuities;
2. Equity Indexed Annuities;
3. Variable life and variable annuity products sold or serviced by the **Insured** as a properly licensed **Registered Representative** or **Registered Investment Advisor** or **Investment Advisor Representative**;
4. Mutual Funds, which are registered with the Securities Exchange Commission and sold or serviced by the **Insured** as a properly licensed **Registered Representative** or **Registered Investment Advisor** or **Investment Advisor Representative**;
5. Long Term Care Insurance;

6. Group Employee Benefit Plans, (other than a Multiple Employer Welfare Arrangement as that term is defined in the Employee Retirement Income Security Act of 1974 [ERISA], as amended) such as Section 125 Plans, Group Life Plans, Group Accident and Health Plans, Long Term Care Plans, and Group Disability Plans, provided such plans are fully insured or are self-insured and subject to Stop Loss coverage or reinsurance at all times;
 7. Retirement, Pension or Profit Sharing Plans, Individual Retirement Accounts, Keogh Plans, 401(a), 401(k), 403(b), 408(k), 408(p), 501(b) or 503(b) and similar plans;
 8. Property and Casualty Insurance;
 9. Worker's Compensation Insurance; and
 10. Fidelity and Surety Bonds.
- E. Damages** means compensatory damages, whether part of an award or settlement, and any punitive or exemplary damages awarded against an **Insured**, but only to the extent such punitive or exemplary damages are insurable under applicable law.
- Damages** shall not include:
1. Civil or criminal fines, sanctions, penalties, or taxes owed directly by an **Insured** to any taxing authority;
 2. An **Insured's** expenses associated with an order granting non-monetary, affirmative or equitable relief, including any costs incurred in complying with a request, order, judgment or settlement agreement to provide non-monetary, affirmative or equitable relief, or attorney fees or costs awarded to the party seeking non-monetary, affirmative or equitable relief;
 3. Any amounts representing the payment or return of commissions, fees, funds or premiums held by an **Insured**, whether claimed as restitution of specific funds, forfeiture, financial loss, set off or otherwise and injuries that are a consequence of any of the foregoing; or taxes, but this limitation shall not apply to taxes or tax penalties owed by the **Insured's Client** due to the **Insured's Wrongful Act** in the performance of **Professional Services**; or
 4. Any matter deemed uninsurable pursuant to applicable law.
- F. Domestic Partner** means any person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal benefits program established by the **Named Insured** for the benefit of the **Insured's** employees.
- G. Employee Benefit Plan Administration** means:
1. Giving advice, consultation or interpretation to plan participants regarding employee benefit plan provisions;
 2. Handling day-to-day ministerial functions required by employee benefit plans, including enrollment in, or processing cancellation and termination of plan participation for participants, handling documents in association with the plan, and filing required reports with governmental and other agencies; or
 3. Receipt or transmission of **Claims**, or verification of plan participation.
- H. Fungi** means any type or form of fungus, including mold, mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
- I. Insured** means:
1. The **Named Insured**;
 2. Solely while performing **Professional Services** for or on behalf of the **Named Insured** and subject to the **Retroactive Date** of this policy:
 - a. A past, present or future individual or entity duly elected or appointed as a director, officer, manager, member, partner, employee, or sole proprietor of a **Named Insured**;
 - b. A past, present or future employed individual as a leased, temporary, or loaned worker for the **Named Insured**; and
 - c. An independent contractor or sub-producer;

3. In the event of an **Insured's** death or incompetence, the administrators, executors, heirs and legal representatives of an **Insured**, but only for a **Claim** arising out of the **Professional Services** performed by or on behalf of an **Insured**;
 4. The predecessor insurance agency in whose financial assets and liabilities the **Named Insured** is the majority successor in interest; and
 5. An insurance agency newly acquired or formed by the **Named Insured** during the **Policy Period**, and over which the **Named Insured** maintains ownership or majority interest, but only if there is no other Errors and Omissions Liability Insurance or similar insurance available to the acquired or newly formed entity for any **Claim**. However, as a condition precedent to coverage:
 - a. Coverage for the newly acquired or formed insurance agency is provided only until the 90th day after the acquisition or formation of such entity by the **Named Insured** or the end of the **Policy Period**, whichever is earlier;
 - b. Coverage for the newly acquired or formed insurance agency does not apply to **Claims** arising from **Wrongful Acts** committed before the acquisition or formation of the entity by the **Named Insured**, unless **We** have agreed to provide such coverage by endorsement to this Policy; and
 - c. **We** may charge, and the **Named Insured** shall pay, an additional premium from the date that the **Named Insured** acquires or forms the entity.
- J. Named Insured** means any individual or entity listed as a **Named Insured** in the Declarations or listed as a **Named Insured** in an amending endorsement attached to this policy.
- K. Personal and Advertising Injury** means injury arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy;
 4. Libel and slander;
 5. Misappropriation of advertising ideas; or
 6. Infringement of copyright, trade name, trade dress, slogan or service mark.
- L. Policy Period** means the period of time from the Inception date of this Policy to the Expiration date shown in the Declarations, or, if applicable, any earlier termination date. The **Policy Period** does not include the 60 day Basic Extended Reporting Period and does include any optional Extended Reporting Period.
- M. Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. Professional Services** means the following services by an **Insured** for a **Client** in the conduct of the **Named Insured's** profession as a Property and Casualty, Life and/or Accident and Health Insurance Agent, Broker or Solicitor, General Agent, Managing General Agent, Surplus Lines Broker, Insurance Consultant, Educator, Managing General Underwriter, Program Administrator, Wholesale Broker, or Notary.
1. Soliciting (whether directly or indirectly), negotiating, placing, recommending, selling or servicing a **Covered Product**; but not including the sale, surrender, conversion or any alteration of a **Covered Product**, in order to acquire or invest in anything other than a **Covered Product**;
 2. Providing advice or consultation solely related to a **Covered Product**, including financial planning or consulting solely related to a **Covered Product**, but not including any advice or recommendation to, in any way, sell, convert, surrender or alter a **Covered Product** in order to acquire or invest in anything other than a **Covered Product**;
 3. Assisting a Client to secure premium financing from a licensed premium finance company for a **Covered Product** placed by or on behalf of the **Insured**;
 4. Training, managing and supervising others, but only in connection with **Covered Products**;
 5. Expert witness testimony related to **Professional Services** or a **Covered Product**;

6. Incidental Property and Casualty Claims adjusting and appraisal within the agency draft authority as extended by the Product Provider, but only in connection with Property and Casualty products placed through and serviced by the **Named Insured**;

7. **Employee Benefit Plan Administration**;

8. Providing any loss control or risk management services; and

9. **Professional Services** rendered by an **Insured** in the conduct of the **Named Insured's** profession and in connection with a **Covered Product** by an **Insured** to a **Client** as a properly licensed **Registered Representative** or **Registered Investment Advisor** or **Investment Advisor Representative**.

Professional Services shall include the above services as provided via electronic means or methods as well as electronic dissemination of insurance or risk related content or material.

However, **Professional Services** does not include:

1. The ownership, creation, formation, operation or administration of, or the adjustment of **Claims** for:

a. Any health maintenance organization or preferred provider organization;

b. Any pool, syndicate, association or other similar group combination formed for the purpose of providing insurance or benefits; or

c. Any risk retention group, Professional Employer Organization (PEO), captive or self-insurance program; or

2. Any services rendered for any plan or arrangement operating as a Multiple Employer Welfare Arrangement (MEWA) as defined in ERISA, as amended.

3. Any services for which an **Insured** is required to be but is not licensed to render on any date on which a **Wrongful Act** involving such services is alleged to have occurred;

4. Notary services performed in the absence of the physical presence of the person whose signature is notarized; and

5. Any services or obligations in connection with any pension, welfare or benefit plan for or owed to an **Insured's** employees.

O. Public Relations Event means an event that, in the reasonable and fair opinion of the **Named Insured**, caused or may cause significant harm to the **Named Insured's** reputation.

P. Public Relations Event Expenses mean reasonable fees, costs, charges and expenses other than regular and overtime wages, salaries, overhead fees or benefits of an **Insured** incurred in the response to a **Public Relations Event**.

Q. Registered Representative, means an **Insured** that is:

1. Licensed and, if applicable registered, by the Financial Industry Regulatory Authority (FINRA) and any other applicable federal, state or local governmental or non-governmental regulatory entity charged with regulating the solicitation and sale of securities; and

2. Contracted with or employed by a broker dealer (as defined in the Securities Exchange Act of 1934, as amended) that is licensed by FINRA.

R. Registered Investment Advisor or Investment Advisor Representative means a properly licensed or registered individual or entity who or which provides services as an Investment Advisor (as defined in the Investment Advisors Act of 1940, as amended, or any similar state or local law or statute), and, if required to do so, is registered with the Securities Exchange Commission.

S. Related Claims means all **Claims** arising out of a single **Wrongful Act** or arising out of **Related Wrongful Acts** in the rendering of **Professional Services**.

T. Related Wrongful Acts means all casually connected **Wrongful Acts** that arise out of, either directly or indirectly, one or a series of **Wrongful Acts** whether such **Wrongful Acts** involve just the **Insured** or others for whose acts the **Insured** may be legally responsible.

U. Retroactive Date means the date shown under **Retroactive Date** in the Declarations or in any **Retroactive Date** Endorsement attached hereto on or after which any **Wrongful Act** must have occurred in order for **Claims** arising there from to be covered under this policy. **Claims** arising from any **Wrongful Acts** occurring prior to the **Retroactive Date** are not covered. If you purchased full prior acts coverage, the Policy Declarations or an endorsement attached hereto will display a full prior acts message rather than a **Retroactive Date**.

V. Totally and Permanently Disabled means that an **Insured** is so disabled as to be wholly prevented from rendering Professional Services, provided that such disability:

1. Has existed continuously for not less than 6 months;
2. Is reasonably expected to be continuous and permanent; and
3. Did not result from self-inflicted injury, attempted suicide or alcohol or drug overdose.

W. Wrongful Act means:

1. Any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Insured** in the rendering of or failure to render **Professional Services**; and
2. Any actual or alleged **Personal and Advertising Injury** arising out of the **Insured's** rendering of or failure to render **Professional Services**.

This Policy is not valid unless a Declarations page is signed by **Our** authorized representative.

IN WITNESS WHEREOF, **We** have caused the signatures of **Our** executive officers to be affixed hereto, and have caused this Policy to be countersigned by **Our** authorized representative.