

Accountants Professional Liability Insurance Policy

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the application and all other information provided to the **Insurer**, and subject to all provisions of this Policy, the **Insurer** and **Insured** agree as follows:

I. Insuring Agreement

A. Accountants Professional Liability Insurance Coverage

The **Insurer** agrees to pay on behalf of the **Insured** all sums in excess of the deductible, up to the Limit of Liability, that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** that is both first made against the **Insured** and reported in writing to the **Insurer** during the **Policy Period** or any Extended Reporting Period, if applicable, by reason of an act or omission solely in the performance of **Professional Services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. no **Insured** gave notice to a **Prior Insurer** of such **Claim** or **Related Claim**; and
2. no **Insured** gave notice to a **Prior Insurer** of any act or omission or **Related Act or Omission** alleged in or giving rise to such **Claim** or **Related Claim**; and
3. prior to the effective date of this Policy, no **Insured** had a basis to believe that any such act or omission or **Related Act or Omission**, might reasonably be expected to be the basis of such **Claim**; and
4. such act or omission happened subsequent to the **Prior Acts Date**.

B. Defense

The **Insurer** shall have the right and duty to defend, in the **Insured's** name and on the **Insured's** behalf, a **Claim** seeking **Damages** covered by this Policy 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 is deemed necessary by the **Insurer**. If a **Claim** shall be subject to arbitration or mediation, the **Insurer** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured** shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any legal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Claim Expenses** incurred up to the date of such refusal. Such amounts are subject to the provisions of section II. Limit of Liability and Deductible. In the event that the **Named Insured** refuses to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, the **Insurer's** right and duty to defend such **Claim** shall end upon the date of such refusal.

D. Exhaustion of Limit

The **Insurer** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **Claim** after the applicable limit of the **Insurer's** liability has been exhausted by payment of **Damages** or **Claim Expenses** or by any combination thereof or after the **Insurer** has deposited the remaining available Limit of Liability into a court of competent jurisdiction. In such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of said investigation, defense or settlement of the **Claim** to the **Insured**.

II. Limits of Liability and Deductible

A. Claim Expenses Reduce the Limit of Liability

1. If option A. “**Claim Expenses Reduce the Limit of Liability**” is purchased as indicated in Item 5. of the Declarations, the Limit of Liability stated in Item 3. A. of the Declarations is the **Insurer’s** Limit of Liability for all **Damages** and **Claim Expenses** arising out of each **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** and any Extended Reporting Period(s) that may apply.
2. The Limit of Liability stated in Item 3. B. of the Declarations is the **Insurer’s** maximum aggregate Limit of Liability for all **Damages** and **Claim Expenses** arising out of all **Claims** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** and any Extended Reporting Period(s) that may apply regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**.

B. Claim Expenses in Addition to the Limit of Liability

1. If option B. “**Claim Expenses in Addition to the Limit of Liability**” is purchased as indicated in Item 5. of the Declarations, the Limit of Liability stated in Item 3. A. of the Declarations is the **Insurer’s** Limit of Liability for all **Damages** arising out of each **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** and any Extended Reporting Period(s) that may apply. There shall be a separate and equal Limit of Liability applicable to **Claim Expenses** for any such **Claim**.
2. The Limit of Liability stated in Item 3. B. of the Declarations is the **Insurer’s** maximum aggregate Limit of Liability for all **Damages** arising out of all **Claims** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** and any Extended Reporting Period(s) that may apply regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**. There shall be a separate and equal aggregate Limit of Liability applicable to **Claim Expenses** for all **Claims** first made against the **Insured** and reported to the **Insurer** during the **Policy Period** and any Extended Reporting Period(s) that may apply, regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**.

C. Deductible

1. If option A. “**Aggregate Deductible - All Claims**” is selected in Item 6. of the Declarations, the Deductible amount stated in Item 6. A. is the total amount of the **Insured’s** liability for all **Claims** first made and reported to the **Insurer** during the **Policy Period**. The Deductible shall be paid by the **Named Insured**, or upon the **Named Insured’s** failure to pay, jointly and severally by all **Insureds** against whom the **Claim** is made. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible.
2. If option B. “**Each Claim Deductible**” is purchased in Item 6. of the Declarations, the Deductible amount shall apply to each and every **Claim** first made and reported to the **Insurer** during the **Policy Period**. The Deductible shall be paid by the **Named Insured**, or upon the **Named Insured’s** failure to pay, jointly and severally by all **Insureds** against whom the **Claim** is made. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible.
3. If option i. “**Deductible Applies to Damages and Claim Expenses**” is selected as indicated in Item 6. of the Declarations, the **Insurer** shall be liable for the amount of **Damages** and / or **Claim Expenses** arising from a **Claim** which is in excess of the Deductible amount stated in Item 6. of the Declarations.
4. If option ii. “**Deductible Applies Only to Damages**” is purchased as indicated in Item 6. of the Declarations, the **Insurer** shall be liable for the amount of **Damages** arising from a **Claim** which is in excess of the Deductible stated in Item 6. of the Declarations. No Deductible shall apply to **Claim Expenses**.
5. The **Insurer** has the right, but not the obligation, to advance any **Damages** and / or **Claim Expenses** within the **Deductible**. Any funds advanced by the **Insurer** shall serve to reduce the Limits of Liability. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the **Deductible** also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.

D. Deductible Reduction

Notwithstanding the foregoing section II. C., the Deductible applicable to any covered **Claim** will be reduced by 50%, up to a maximum of \$25,000, if any of the following occur:

1. mediation of a **Claim** takes place either without institution of arbitration proceedings or service of suit, or within 60 days of the institution of such proceedings or service of suit, and such **Claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Insurer** by the process of mediation;
2. the **Insured** utilized an engagement letter in any engagement, other than audit services or attest services, that was signed within the preceding 11 month period prior to rendering the **Professional Services** at issue in the **Claim**.

E. Aggregate Limit for Supplemental Coverages

For the Supplemental Coverages described in this section II. E., the **Insurer** shall reimburse the **Insureds**, up to the aggregate limit stated in Item 4. of the Declarations. The Limit for Supplemental Coverages shall be in addition to the Limits stated in Item 3. of the Declarations. No Deductible shall apply to any of the Supplemental Coverages listed in this section II. E.

In no event shall the amount payable for the Supplemental Coverages per **Policy Period** exceed the aggregate limit stated in Item 4. of the Declarations for the Supplemental Coverages despite the number of **Insureds** hereunder, the number of demands or the number of such proceedings.

1. Attendance at Trial

If during the **Policy Period** the **Insurer** requests an **Insured's** attendance at a trial, hearing or other alternative dispute resolution proceeding (including arbitration proceeding or mediation) in connection with a **Claim** against such **Insured**, then the **Insurer** will pay for actual loss of earnings and reasonable costs incurred by the **Insured** to attend.

2. Disciplinary Proceedings

The **Insurer** will reimburse the **Named Insured** for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Insurer** either during the **Policy Period** or within 60 days after termination of the **Policy Period**, arising out of an act or omission in the rendering of **Professional Services** by such **Insured** committed prior to the expiration of the **Policy Period**.

3. Defense of a Discrimination Demand

If during the **Policy Period** a demand is received by the **Insured** for money or services:

1. arising solely from the **Insured's** alleged refusal, after the **Prior Acts Date**, to provide **Professional Services** due to discrimination based on age, race, creed, color, gender, religion national origin, disability, marital status or sexual preference; and
2. does not arise out of the **Insured's** intentional disregard or willful failure to comply with federal or state laws governing discriminatory practices; and
3. the demand is otherwise covered under the terms and conditions of this Policy but for the absence of the rendering of **Professional Services**;

then the **Insurer** will provide a defense for such demand, provided, however, that in no event shall the **Insurer** be liable to provide coverage for **Damages** regardless of the ultimate findings.

4. Nonprofit Directors and Officers Liability

If during the **Policy Period** a demand is received by an **Insured** for money or services arising out of such **Insured's** activities as a Director, Trustee or Officer of a "Nonprofit Organization", the **Insurer** will reimburse **Claim Expenses** and **Damages** incurred by the **Insured**; provided that:

1. the "Nonprofit Organization" is not an **Insured** or a client of the **Named Insured**; and
2. such activities have been previously disclosed to the **Insurer** in the application or similar written form acceptable to the **Insurer**.

As used herein, "Nonprofit Organization" means an entity which qualifies as a Nonprofit Organization under Section 501(c)(3), (c)(4), (c)(6) or (c)(7) of the Internal Revenue Code of 1986, including amendments thereto.

The **Insurer** does not assume any duty to defend the **Insured** pursuant to this Supplemental Coverage. Any reimbursement by the **Insurer** pursuant to this Supplemental Coverage shall be excess of all valid and collectible Directors and Officers Liability Insurance available to the Nonprofit Organization.

5. Subpoena Expenses

If during the **Policy Period** the **Insured** receives a subpoena for documents or testimony arising from an act or omission in the rendering of **Professional Services** by the **Insured** which occurred after the **Prior Acts Date**, and the **Insured** would like the **Insurer's** assistance in responding to the subpoena, the **Insured** may provide the **Insurer** with a copy of the subpoena and the **Insurer** will 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:

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

The **Insurer** will pay such attorney's legal fees excluding any disbursements. Any notice the **Insured** gives the **Insurer** of such subpoena shall be deemed notification of a **Claim** pursuant to section V. A. Notice of Claims.

F. Multiple Insureds, Claims and Claimants

The Limits of Liability shown in the Declarations and subject to the provisions of this Policy is the maximum amount the **Insurer** will pay as **Damages** and **Claim Expenses** regardless of the number of **Insureds**, **Claims** made or persons or entities making **Claims**. If **Related Claims** are subsequently made against the **Insured** and reported to the **Insurer**, all such **Related Claims**, whenever made, shall be considered a single **Claim** first made and reported to the **Insurer** within the **Policy Period** in which the earliest of the **Related Claims** was first made and reported to the **Insurer**.

III. Definitions

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, the following terms shall have the meanings indicated below.

- A. Bodily Injury** means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; emotional distress or mental anguish sustained by any person whether or not resulting from such injury; and all injuries that are a consequence of the foregoing. However, **Bodily Injury** does not include emotional distress or mental anguish arising from **Personal Injury**.
- B. Claim** means a demand for money or services, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** arising out of an act or omission, including **Personal Injury**, in the rendering of, or failure to render **Professional Services**.
- C. Claim Expenses** means:
1. fees charged by attorneys designated by the **Insurer**, or by the **Insured** with the **Insurer's** written consent; or
 2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** if incurred by the **Insurer**, or by the **Insured** with the written consent of the **Insurer**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Insurer** to apply for or furnish any such bond;
- Claim Expense** with respect to a covered **Claim** will be paid first and payment will reduce the amount available to pay **Damages**. **Claim Expenses** do not include fees, costs or expenses of employees or officers of the **Insurer**. Nor shall **Claim Expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.
- D. Damages** means monetary judgments, awards and settlements (including pre-judgment interest) the **Insured** is legally obligated to pay because of a **Claim**, provided any settlement is negotiated with the assistance and approval of the **Insurer**. **Damages** includes punitive and exemplary damages and the multiple portions thereof, to the extent that such damages are insurable under the law of the most favorable applicable jurisdiction. **Damages** do not include:
1. civil or criminal fines, penalties, sanctions, or forfeitures imposed on the **Insured**, whether pursuant to law, statute, regulation or court rule;
 2. amounts for which the **Insured** is not financially liable or that are without legal recourse to the **Insured**;
 3. amounts owed by the **Insured** to any client by reason of money loaned to, or invested with, the **Insured** in their individual capacity for personal use or investment in their own venture; or
 4. injunctive or declaratory relief.
- E. Disciplinary Proceeding** means an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **Professional Services**.

F. Insured means:

1. if the **Named Insured** designated in Item 1. of the Declarations is an individual, the person so designated but only with respect to the conduct of an accounting practice of which the individual is the sole proprietor;
2. the partnership, professional corporation, professional association, limited liability partnership or limited liability corporation designated in Item 1. of the Declarations;
3. any accountants who are partners, officers, directors, stockholders or shareholders in the **Named Insured** but solely for acts on behalf of the **Named Insured**;
4. any employed accounting professional or other employee but solely for acts on behalf of the **Named Insured**;
5. any accounting professional independently contracted, employed or otherwise salaried to work on a project-by-project basis or a temporary accounting professional contracted from an employment agency by the **Named Insured**, but solely for acts on behalf of the **Named Insured**;
6. any person who previously qualified as an **Insured** under (3), (4), or (5) of this definition prior to the termination of the required relationship with **Named Insured**, but solely for acts on behalf of the **Named Insured**;
7. any **Predecessor Firm** if the **Named Insured** is the successor in interest of more than 50% of the **Predecessor Firm's** financial assets and liabilities;
8. any accounting professional who during the **Policy Period** becomes a partner, officer, director, stockholder, shareholder or employee of the **Named Insured** but solely for acts on behalf of the **Named Insured**;
9. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent such **Insured** would otherwise be provided coverage under this Policy; or
10. the spouse or domestic partner of an **Insured**; provided, however, coverage is only afforded to such spouse or domestic partner only for a **Claim** arising solely out of their status as such and where such **Claim** seeks damages from marital community property, jointly held property or property transferred from an **Insured** to the spouse or domestic partner. No coverage is provided for any act or omission of an estate, heir, legal representative, assign, spouse or domestic partner.

G. Insurer means the entity issuing this Policy as listed on the Declarations Page.

H. Investment Advisory Services means:

1. giving financial, economic or investment advice, including personal financial planning; or
2. performing investment management services with respect to investments in securities or insurance products.

Provided, however, **Investment Advisory Services** does not include the barter, purchase or sale of securities or insurance products.

I. Named Insured means the persons and entities designated in Item 1. of the Declarations.

J. Personal Fiduciary means an executor, administrator or representative of a **Personal Trust**.

K. Personal Injury means:

1. false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution;
2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of an **Insured** with such **Insured's** knowledge of the falsity thereof; or
3. injury occurring in the course of the **Named Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.

L. Personal Trust means an estate or a trustee of an individual or family trust established for the sole benefit of the individual or family or a charitable remainder trust as defined under Internal Revenue Code Section 664.

M. Policy Period means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of cancellation of this Policy.

N. Predecessor Firm means any partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in **Professional Services** and:

1. to whose financial assets and liabilities the firm listed as the **Named Insured** in the Declarations is the majority successor in interest;
2. of which the **Named Insured** retained 50% or more of the owners, partners, or officers; or
3. a sole proprietor engaged in professional services which has joined the **Named Insured** as an owner, partner, officer, associate or employee unless otherwise excluded by endorsement.

- O. Prior Acts Date** means the date set forth in Item 7. of the Declarations.
- P. Prior Insurer** means an insurer, including the **Insurer** and any subsidiary or affiliate of the **Insurer**, who has issued an accountants professional liability insurance policy that is applicable to a **Claim**, such policy having an inception date prior to the **Policy Period**.
- Q. Professional Services** means:
1. those services, performed by an **Insured** for others for remuneration that inures to the benefit of the **Named Insured**, including but not limited to public accountancy, consulting services and **Investment Advisory Services**;
 2. pro-bono services performed by an **Insured** if at the time such services were performed, a partner, officer or director of the **Named Insured** approved the rendering of such services without compensation; or
 3. those services performed by an **Insured** for others:
 - a. as a **Personal Fiduciary**;
 - b. as a member of a formal accreditation, standards review or similar professional board or committee related only to the accounting profession; or
 - c. as an arbitrator, mediator or notary public.
- R. Related Acts or Omissions** mean all acts or omissions in the rendering of **Professional Services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.
- S. Related Claims** mean all **Claims** arising out of a single act or omission or arising out of **Related Acts or Omissions** in the rendering of **Professional Services**.
- T. 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; and
 2. is reasonably expected to be continuous and permanent.

IV. Exclusions

This Policy does not apply:

A. Intentional Acts

to any **Claim** based on or arising out of any dishonest, illegal, fraudulent, criminal, or malicious act or omission or intentional wrongdoing by an **Insured**; provided, however:

1. the **Insurer** shall provide the **Insured** with a defense of such **Claim** unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Insurer's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;
2. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by any trial verdict, court ruling, or regulatory ruling;

B. Bodily Injury

to any **Claim** for **Bodily Injury**;

C. Property Damage

to any **Claim** for injury to, or destruction of, any tangible property, including the loss of use resulting therefrom; provided, however this exclusion does not apply to client records in the care, custody and control of the **Insured**;

D. Status as Beneficiary or Distributee

to any **Claim** based on or arising out of **Professional Services** rendered by an **Insured** as an executor, administrator or personal representative of an estate or as a trustee if an **Insured** or the spouse or domestic partner of an **Insured** is a beneficiary or distributee of such estate or trust;

E. Contractual Liability

to any **Claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement;

F. Insured vs. Insured

to any **Claim** brought by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder; unless such **Claim** arises out of **Professional Services** by an **Insured** rendered to such other **Insured** as a client;

G. Capacity as Director, Officer, Fiduciary

to any **Claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager or member (or any equivalent position) of any entity if such entity is not named in the Declarations; however, this exclusion shall not apply to the extent that coverage is provided for **Claim Expenses** pursuant to section II. E. 4. Nonprofit Directors and Officers Liability of this Policy;
2. a guardian or conservator of an individual;
3. a conservator of an entity;
4. a trustee for an investment fund established for the benefit of any entity or group of unrelated individuals. This exclusion shall not apply to an accountant when acting as a trustee for a **Personal Trust**; or
5. a plan administrator of an employee benefit plan, or the trustee of any trust established to fund such plan, or any other fiduciary of such plans, regardless of whether the **Claim** is brought against any **Insured** under the Employee Retirement Income Security Act of 1974, its amendments or any other similar state or local law. This exclusion does not apply if such **Insureds** are deemed to be a fiduciary solely by virtue of the **Professional Services** rendered as an accountant to the plan, including accounting, audit, attest, consulting, tax, investment advisory services, or administrative services to an employee benefit plan as an independent third party consultant;

H. Personal Profit

any **Claim** based on or arising out of any **Insured** having gained any personal profit or advantage to which the **Insured** is not legally entitled;

I. Owned Entity

to any **Claim** based on or arising out of **Professional Services** performed directly or indirectly for any entity, including an entity held in a **Personal Trust**, if at the time of the act or omission giving rise to the **Claim**, any **Insured** was a director, officer or partner of, or had management responsibilities for, such entity; or the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%;

J. Securities Exclusion

to any **Claim** based on or arising out of:

1. the promotion, sale or solicitation for sale of securities, real estate, or other investments by any **Insured**; or
2. recommendations, representations, or opinions concerning specific investment advice by any **Insured** or any person or organization referred to by any **Insured** or any person or organization referred to by any **Insured** in connection with portfolio or trust account management, or the performance or nonperformance of securities, real estate, or other investments;

K. Broker / Dealer

any **Claim** based on or arising out of an **Insured's** capacity as a broker or dealer in securities, as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934;

L. Anti-Trust Violations

any **Claim** based on or arising out of any anti-trust law violation or any agreement or conspiracy to restrain trade unless the allegations arise solely from the **Insured's** performance of **Professional Services** as a member of a formal accreditation, standards review or similar professional board or committee, related only to accountancy, and such services are within the scope of that committee's or board's established guidelines.

V. Policy Conditions

A. Notice of Claims

1. Notifying the Insurer of Claims

The **Insureds**, as a condition precedent to the obligations of the **Insurer** under this Policy, shall as soon as reasonably possible after learning of a **Claim**, give written notice to the **Insurer** during the **Policy Period** of such **Claim**. The **Insurer** agrees that the **Insured** may have up to, but not more than, 60 days after the expiration of the **Policy Period** to report a **Claim** made against the **Insured** during the **Policy Period** provided the reporting of such **Claim** is as soon as reasonably possible.

2. Notifying the Insurer of Potential Claims

If during the **Policy Period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **Claim** against the **Insured** and gives written notice to the **Insurer** of such act or omission and the reasons for anticipating a **Claim** with full particulars, including but not limited to:

- a. the specific act or omission; and
- b. the dates and persons involved; and
- c. the identity of anticipated or possible claimants; and
- d. the circumstances by which the **Insured** first became aware of the possible **Claim**;

then any such **Claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** and reported to the **Insurer** shall be deemed to have been made at the time such written notice was given to the **Insurer**.

The **Insurer** may pay for the costs or expenses it incurs, at its sole discretion, as a result of investigating a potential **Claim** that the **Insured** reports in accordance with this section. Such payments are part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations.

B. Reimbursement of the Insurer

Subject to the **Insured's** right to consent to settlement as set forth in section I. C. Settlement, if the **Insurer**, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible then such amounts shall, upon written demand by the **Insurer**, be paid by the **Named Insured** within 30 days. If the **Named Insured** fails to pay the deductible, then all the **Insureds** shall be jointly and severally obligated to pay the deductible. Any funds advanced by the **Insurer**, at its option, shall serve to reduce the Limit of Liability. If the **Insurer** brings suit to collect the deductible, then the **Insured** responsible to pay the deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the deductible.

C. Territory

This Policy applies to an act or omission taking place anywhere in the world, provided that the **Claim** is made and suit is brought against the **Insured** within the United States of America, including its territories, possessions, Puerto Rico or Canada.

D. Other Insurance

Any **Claim** insured under any other insurance policy or risk transfer instrument which applies to a covered **Claim**, shall be paid first by those instruments, policies or other arrangements. This Policy will not serve as primary insurance where there is other applicable insurance. It is the intent of this Policy to apply only to **Claim Expenses** and / or **Damages** which are more than the total limit of all deductibles, limits of liability, self-insured amounts or other valid and collectible insurance or risk transfer arrangements, whether primary, contributory, excess, contingent, or otherwise. This Policy will not contribute pro-rata with any other applicable insurance.

Notwithstanding the foregoing, if two or more policies of Accountants Professional Liability Insurance issued by the **Insurer** covering the **Insured** apply to the same **Claim** for which the **Insured** is jointly and severally liable, the **Insurer** shall not be liable under this Policy for a greater proportion of such **Damages** and / or **Claim Expenses** than the **Insurer's** liability under this Policy bears to the **Insurer's** total liability under all applicable valid and collectible insurance issued by the **Insurer**. Further, the **Insurer** shall not pay on the **Insured's** behalf any sum that exceeds the highest limit of liability of the Policies issued by the **Insurer**. In such circumstances, the **Insured** will not be responsible under this Policy for a greater proportion of the deductible than the **Insured's** responsibility under this Policy bears to the **Insured's** total responsibility for all applicable deductibles, provided that the **Insured** will not be responsible for any amount that exceeds the deductible of that Policy issued by the **Insurer** that has the highest applicable deductible.

E. Assistance and Cooperation of the Insured

1. The **Insured** shall cooperate with the **Insurer** and, upon the **Insurer's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **Claim**.
2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **Claim**.
3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Insurer**.

F. Action Against the Insurer

No action shall lie against the **Insurer** by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the **Insured'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. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any action against an **Insured**, nor shall the **Insurer** be impleaded by the **Insured** or his legal representative.

G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Insurer** of any of its obligations hereunder.

H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

I. Changes

Notice to any of the **Insurer's** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent the **Insurer** from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Insurer**, issued to form a part of this Policy.

J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Insurer** is endorsed hereon.

K. Cancellation / Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning it to the **Insurer**. The **Named Insured** may also cancel this Policy by written notice to the **Insurer** stating at what future date cancellation is to be effective.
2. The **Insurer** may cancel or non-renew this Policy by written notice to the **Named Insured** at the address last known to the **Insurer**. The **Insurer** will provide written notice at least 60 days before cancellation or non-renewal is to be effective. If the **Insurer** cancels this Policy because the **Insured** has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the **Insurer's** liability or within the amount of the deductible, this Policy may be canceled by the **Insurer** by mailing to the **Named Insured** written notice stating when, not less than 10 days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Insurer** shall be equivalent to mailing.
3. If the **Insurer** cancels this Policy, the earned premium shall be computed pro-rata. If the **Named Insured** cancels this Policy, the **Insurer** shall retain the customary short rate proportion of the premium. 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.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.

L. Entire Contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Insurer** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**; and
2. this Policy is issued in reliance upon the **Insured's** representations; and
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Insurer** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Insurer** and shall constitute the entire contract between the **Insured** and the **Insurer**; and
4. the misrepresentation by the **Insured** or the **Insured's** agent that is material to the acceptance of this risk will render this Policy null and void and relieve the **Insurer** from all liability herein.

M. Named Insured as Sole Agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

N. Liberalization

If the **Insurer** adopts any revision that would broaden coverage under this policy form APL 38400 without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy; provided, however, it will not apply to **Claims** that were first made against the **Insured** prior to the effective date of such revision.

O. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the **Insurer** or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

P. Trade and Economic Sanctions

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

Q. Policy Headings

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

VI. Extended Reporting Periods

As used herein, "Extended Reporting Period" means the period of time after the end of the **Policy Period** for reporting **Claims** that are first made against the **Insured** during the applicable Extended Reporting Period by reason of an act or omission that occurred prior to the end of the **Policy Period** and is otherwise covered by this Policy.

The Extended Reporting Periods described below will not increase any Limit of Liability stated in the Declarations.

A. Automatic Extended Reporting Period

If this Policy is canceled or non-renewed by either the **Insurer** or by the **Named Insured**, the **Insurer** will provide to the **Named Insured** an automatic, non-cancelable 60 day Extended Reporting Period starting at the termination of the **Policy Period** only if there is no other policy or policies that would otherwise provide insurance for such act or omission. This Automatic Extended Reporting Period will terminate after 60 days.

B. Optional Extended Reporting Period

1. If this Policy is canceled or non-renewed by either the **Insurer** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase an Optional Extended Reporting Period. Such right must be exercised by the **Named Insured** within 60 days of the termination of the **Policy Period** by providing:
 - a. written notice to the **Insurer**; and
 - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the Optional Extended Reporting Period shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be: for 1 year at 100% of such premium; 2 years at 150% of such premium; 3 years at 175% of such premium; or 6 years at 225% of such premium.

3. The premium for the Optional Extended Reporting Period is due on its effective date. This Optional Extended Reporting Period is non-cancelable and the entire premium shall be deemed fully earned at its commencement without any obligation by the **Insurer** to return any portion thereof.

C. Death or Disability Extended Reporting Period

1. If an **Insured** dies or becomes **Totally and Permanently Disabled** during the **Policy Period**, then upon the latter of the expiration of: the **Policy Period**; any renewal or successive renewal of this Policy; or any automatic or Optional Extended Reporting Period; and only if there is no other policy or policies that would otherwise provide insurance for such act or omission, such **Insured** shall be provided with a Death or Disability Extended Reporting Period as provided below:
 - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within 60 days of the expiration of the **Policy Period**, provide the **Insurer** with written proof of the date of death. This Death or Disability Extended Reporting Period is provided to the estate, heirs, executors and administrators of such **Insured**.
 - b. If an **Insured** becomes **Totally and Permanently Disabled**, such **Insured** or **Insured's** legal guardian must, within 60 days of the expiration of the **Policy Period**, provide the **Insurer** with written proof that such **Insured** is **Totally and Permanently Disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Insurer** 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 medical examinations by any physician designated by the **Insurer** at the **Insurer's** expense. This Death or Disability Extended Reporting Period is provided until such **Insured** is no longer **Totally or Permanently Disabled** or until the death of such **Insured** in which case sub-paragraph C. 1. a. above shall apply.
2. No additional premium will be charged for any Death or Disability Extended Reporting Period.

D. Retirement Extended Reporting Period

1. If an **Insured** retires completely from the accounting profession during the **Policy Period** and has been continuously insured with the **Insurer** or **Prior Insurer** under an accountants professional liability insurance policy for the immediately preceding 3 years and has reached the age of 55; and only if there is no other policy or policies that would otherwise provide insurance for such act or omission, then such **Insured** shall be provided with a Retirement Extended Reporting Period commencing upon the latter of the expiration of: the **Policy Period**; any renewal or successive renewal of this Policy; or any automatic or Optional Extended Reporting Period;
2. This Retirement Extended Reporting Period is provided until such **Insured** resumes the practice of accounting or until death, in which case sub-paragraph C. 1. a. above shall apply.
3. No additional premium will be charged for any Retirement Extended Reporting Period.

E. Elimination of Right to any Extended Reporting Period

There is no right to any Extended Reporting Period:

1. if the **Insurer** shall cancel or refuse to renew this Policy due to:
 - a. non-payment of premiums;
 - b. non-compliance by an **Insured** with any of the terms and conditions of this Policy; or
 - c. any misrepresentation or omission in the application for this Policy;
2. if during the **Policy Period** such **Insured's** license is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the **Insured** is **Totally and Permanently Disabled**.

F. Extended Reporting Period is Not a New Policy

It is understood and agreed that the Extended Reporting Periods shall not be construed to be a new policy and any **Claim** submitted during such period shall otherwise be governed by this Policy.

In witness whereof, the **Insurer** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



President



Secretary