

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

THIS INSURANCE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND ONLY APPLIES TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, A BASIC OR EXTENDED REPORTING PERIOD APPLIES.

THIS IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENSE EXPENSES INCLUDED WITHIN THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Subject to the applicable limits of liability and all of the terms and conditions of this policy, Lexington Insurance Company (the Company) and the Insured agree as follows:

Words and phrases that are emboldened have special meaning.

I. INSURING AGREEMENT.

The Company will pay on behalf of the **Insured Damages** for which the **Insured** becomes legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported in writing to the Company pursuant to the terms of this policy, within the **Policy Period**, or to the extent applicable, the Basic or Extended Reporting Period. Such **Damages** must arise out of the actual or alleged **Wrongful Act** first committed on or after the **Retroactive Date** stated in Item 7. of the Declarations in the course of the **Insured's** rendering or failing to render **Professional Services** for others.

The Company will have the right and duty to defend any **Claim** made against the **Insured** seeking **Damages** to which this insurance applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company may also make such investigation and settlement of any **Claim** it deems appropriate.

The Company will not be obligated to pay **Damages** or **Defense Expenses** or to defend or continue to defend any suit after the applicable Limit of Liability of the Company has been exhausted by payment of **Damages** or **Defense Expenses**, or both.

The Company will pay reasonable expenses incurred by the **Insured** at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to \$100 a day for each **Insured** because of time off from work, subject to a limit of \$1,000 for each individual **Insured** for each **Claim**.

II. DEFINITIONS.

A. **Claim** means a notice received by an **Insured** from a person or entity advising that it is the intention of that person or entity to hold the **Insured** liable for **Damages** for a **Wrongful Act** covered under this policy. **Claim** includes but is not limited to a demand received by an **Insured** for money or services, the service of suit or institution of arbitration proceedings, or a request received by an **Insured** for a tolling agreement with respect to statutes of limitation or for other extensions to allow filing or maintenance of **Claims** against the **Insured**.

Except as otherwise provided in SECTION V - **CONDITIONS**, Paragraph B, **Notice of Claim**, a **Claim** as described in the preceding paragraph, shall be deemed to have been made on either the date that a complaint or similar document is served on the **Insured** or on the date an **Insured** receives a demand, notice or request.

- B. **Damages** mean judgments or settlements negotiated with the approval of the Company; however, **Damages** shall not include:
- (1) fines, taxes, or penalties;
 - (2) punitive or exemplary damages or the multiplied portion of any multiplied damage award.
- C. **Defense Expenses** means reasonable expenses and legal fees incurred with the approval of the Company in the investigation, adjustment, defense or appeal of a **Claim** against the **Insured**; however, **Defense Expenses** shall not include salaries, overhead or benefit expenses or other fees and charges of the **Insured**.
- D. **Insured** means:
- (1) the **Named Insured** shown in the Declarations; and
 - (2) any person who was, is now, or hereafter becomes a partner, officer, director, member, manager, or employee of the **Named Insured**, but only while acting on behalf of the **Named Insured** and within the scope of their duties as such; and
 - (3) the estate, heirs, executors, administrators, and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy; and
 - (4) any organization the **Named Insured** newly acquires or forms is an insured under this policy but only if, as and when the Company provides the **Named Insured** written acceptance. This provision applies to any partner, officer, director, member, manager or employee of such newly acquired or formed organization, subject to the above described written acceptance in the form of an endorsement issued by the Company to form a part of this policy.
- E. **Policy Period** means the period from the inception date to the expiration date both as stated in Item 2. of the Declarations, or to any earlier effective date of cancellation.
- F. **Retroactive Date** means the date, if specified in Item 7 of the Declarations or in any endorsement attached hereto, on or after which any act, error or omission must have occurred in order for **Claims** arising therefrom to be covered under this policy. **Claims** arising from any act, error or omission occurring prior to this date are not covered by this policy.
- G. **Professional Services** means only those services performed for others for a fee and which are listed in Item 6. of the Declarations.
- H. **Related Claims** means collectively all **Claims** involving the same **Wrongful Act** or **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, event or decision.
- I. **Named Insured** means the person or professional corporation listed in Item 1. of the Declarations of this policy
- J. **Wrongful Act** means any actual or alleged act, error, omission or **Personal Injury** offenses committed solely in the performance of, or failure to perform, **Professional Services**.

- K. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death, resulting from any of these at any time. **Bodily Injury** includes mental anguish and emotion distress.
- L. **Property Damage** means:
- (1) physical injury to tangible property, including all resulting loss of use of that property; or
 - (2) loss of use of tangible property that is not physically injured.
- M. **Personal Injury** means injury, other than **Bodily Injury** arising out of one or more of the following offenses:
- (1) false arrest, detention or imprisonment; or
 - (2) malicious prosecution; or
 - (3) the wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy, of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor; or
 - (4) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (5) oral or written publication of material that violates a person's right of privacy.

III. EXCLUSIONS

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

- A. based on or directly or indirectly arising out of or resulting from any criminal, fraudulent, dishonest or discriminatory act or omission or any act, error or omission committed with knowledge of its wrongful nature or with intent to cause damage, or the gaining, by the **Insured** of any personal profit, gain or advantage to which the **Insured** was not legally entitled; however, the Company shall reimburse the **Insured** for any **Defense Expenses** that would have been payable under this policy if, upon final disposition of such **Claim**, such allegations have not been proven;
- B. based upon or arising out of any alleged act, error, omission or circumstance likely to give rise to a **Claim** that an **Insured** had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to any prior **Claim** or possible **Claim** referenced in the **Insured's** application;
- C. based upon or arising out of the actual or alleged theft, stealing, conversion, commingling, embezzlement, or misappropriation by any person of any kind of monies, funds, negotiable instruments, securities, property of any kind, or assets of any kind;
- D. for **Bodily Injury**, or humiliation sustained by any person; but this exclusion will not apply to mental anguish, emotional distress or humiliation caused solely by **Personal Injury**;
- E. for any injury to or destruction of any tangible property, or loss of use resulting therefrom;

- F. 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** in connection with portfolio or trust account management or the performance or non-performance of securities, real estate, or other investments;
- G. by or on behalf of any person or entity included within the definition of **Insured** against any other person or entity included within the definition of **Insured**;
- H. by or against or in connection with any entity other than the **Named Insured** in which an **Insured** or any member of the immediate family of an **Insured** has an ownership interest or control whether such ownership interest or control is financial or otherwise;
- I. arising out of the **Insured's** service and/or capacity as:
 - (1) an officer, director, partner, trustee, principal, stockholder, or employee of any entity other than the **Named Insured**; or
 - (2) a fiduciary under the Employee Retirement Income Security Act of 1974 as amended or any regulation or order issued pursuant thereto; or
 - (3) a public official or employee of a governmental body, subdivision or agency;
- J. arising out of infringement of patent, copyright or trademark;
- K. for the liability of others assumed by the **Insured** under an oral or written contract or agreement, unless such liability would have been attached to the **Insured** even in the absence of such agreement;
- L. based upon the **Insured's** failure to procure or maintain adequate insurance or bonds; any claim arising out of the **Insured's** failure to comply with any law with respect to the **Insured's** employees concerning Workers' Compensation, Employment Insurance, Social Security or Disability Benefits or any similar law;
- M. arising from the breach of any oral or written express warranty;
- N. arising as a counterclaim to any lawsuit any **Insured** may file against a client to collect fees;
- O. arising from any loss of business operating income, or business loss of gross or net income, that is not attributable solely to a **Wrongful Act** committed by an **Insured**;
- P. seeking non-pecuniary relief;
- Q. based upon or arising out of:
 - (1) the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos; or
 - (2) the failure to discover or disclose the existence or amount of **Pollutants** or asbestos; or

- (3) any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with A. or B. above; or
- (4) any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **Pollutants** or asbestos; or
- (5) any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants** or asbestos; or
- (6) the manufacture, mining, use, sale, installation, removal, distribution, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.

For the purpose of this exclusion, **Pollutant** means any solid, liquid, gaseous, radioactive or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. **Waste** includes material to be recycled, reconditioned or reclaimed;

- R. arising out of the failure to discover or disclose the presence or existence of a Nuclear Facility, **Nuclear Material, Spent Fuel or Waste;**

For the purpose of this exclusion, the following terms are defined as follows:

- (1) **Nuclear Material** means **Source Material, Special Nuclear Material or By-Product Material.**
- (2) **Source Material, Special Nuclear Material and By-Product Material** have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (3) **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor.**
- (4) **Waste** means any waste material 1) containing **By-Product Material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **Source Material** content, and 2) resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility.**
- (5) **Nuclear Facility** means:
 - a. any **Nuclear Reactor;** or
 - b. any equipment or device designed or used for the 1) separating the isotopes of uranium or plutonium, 2) processing or utilizing **Spent Fuel,** or 3) handling, processing or packaging waste; or
 - c. any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of 235; or

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises use for such operations;
- (6) **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- S. arising out of any liability, obligation of the **Insured** to indemnify, or any obligation to defend any suit or claim against the **Insured**, for **Property Damage, Bodily Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish, or mental injury at any time arising out of the manufacture, mining, use, sale, installation, removal, distribution, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.

IV. WAIVER OF EXCLUSIONS AND CONDITIONS

Whenever coverage under any provision of this Policy would be excluded, suspended or lost:

- A. because of any exclusion relating to dishonest, criminal, fraudulent, malicious or intentional **Wrongful Acts** or omissions by an **Insured** and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- B. because of non-compliance with any condition relating to giving of notice to the Company with respect to which any other **Insured** shall be in default, solely because of the default or concealment of the default by any other **Insured** responsible for the loss or damage otherwise insured hereunder;

The Company agrees that such Insurance as would otherwise be afforded under this policy shall continue in effect with respect to each and every **Insured** who did not personally commit or personally acquiesce in or remain passive after having personal knowledge of one or more acts or omissions described in any such exclusion or condition; provided that if the condition be one with which such **Insured** can comply, after receiving knowledge thereof, the **Insured** entitled to the benefit of this Waiver of Exclusions and Conditions shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** or employee to comply therewith.

V. CONDITIONS.

A. Territory.

This policy applies only to **Wrongful Acts** committed, and to **Claims** made against the **Insured**, in the United States of America, its territories or possessions, or Canada.

B. Notice of Claim.

- (1) As a condition precedent to any right to coverage afforded by this policy, the **Insured** must give written notice to the Company of any **Claim** as soon as practicable after such **Claim** is first made during the **Policy Period** or 30 day Basic Reporting Period or the Extended Reporting Period (if applicable), and as otherwise required by this policy, to:

Attention: Claims Manager
Lexington Insurance Company
100 Summer Street
Boston, MA 02110-2103

- (2) If the **Insured** becomes aware of any circumstance which may subsequently give rise to a **Claim** against the **Insured** and, during the **Policy Period** or, if applicable, the **Basic Reporting Period** or the **Extended Reporting Period**, gives the Company written notice of:
- a. the nature and date of the specific **Wrongful Act**;
 - b. the names of potential claimants;
 - c. the injury or consequences which have or might result therefrom; and
 - d. the manner in which the **Insured** first became aware of the potential for a **Claim** therefrom, then any **Claim** subsequently made against the **Insured** arising out of such **Wrongful Act** shall be deemed to have been made during the **Policy Period** or, if applicable, the **Basic Reporting Period** or the **Extended Reporting Period**.

C. Date of Related Claims.

Related Claims shall be deemed to have been first made at the earliest of the following times:

- (1) at the time the earliest of the **Related Claims** was first made; or
- (2) at the earliest time at which notice was given under any policy of insurance of any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying any of the **Related Claims**.

D. Defense & Settlement of Claims.

The **Insured** shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company. The Company shall have the right to make investigations and conduct negotiations and, with written consent of the **Insured**, enter into such settlement of any **Claim** that the Company deems appropriate. If the **Insured** shall refuse to consent to a settlement acceptable to the claimant in accordance with the Company's recommendation, the **Insured** shall thereafter negotiate or defend such **Claim** at the **Insured's** own expense independently of the Company, and, subject to the applicable Limits of Liability of this policy, the Company's liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **Defense Expenses** incurred with the Company's consent up to the date the **Insured** refused to settle such **Claim**.

E. Limits of Liability and Deductibles.

- (1) Regardless of the number of **Claims**, the number of persons or entities included within the definition of **Insured**, or the number of claimants who make **Claim** against the **Insured**:
 - a. the amount stated in Item 3(a) of the Declarations shall be the maximum Limit of Liability of the Company for all **Damages** and **Defense**

Expenses resulting from each **Claim** or **Related Claims** made against the Insured, which amount shall be part of and not in addition to the amount stated in item 3(b) of the Declarations;

- b. the amount stated in Item 3(b) of the Declarations shall be the maximum aggregate Limit of Liability of the Company for all **Damages** and **Defense Expenses** resulting from all **Claims** under this policy;
 - c. the deductible stated in Item 4(a) of the Declarations shall apply separately to each **Claim** or **Related Claims** and shall also apply to either **Damages** or **Defense Expenses**, or both;
 - d. the deductible stated in Item 4(b) of the Declarations shall be the maximum aggregate deductible that will apply to the **Policy Period** and shall also apply to either **Damages** **Defense Expenses**, or both.
- (2) **Defense Expenses** shall be part of and not in addition to the applicable Limits of Liability, and payment of **Defense Expenses** by the Company shall reduce, and may exhaust, the applicable Limits of Liability.
 - (3) The obligations of the Company to pay **Damages** and to defend any **Claim** seeking **Damages** from the **Insured** or pay **Defense Expenses** shall be in excess of the deductible, which amount shall be borne by the **Insured** at the **Insured's** own expense. The **Company** shall have no obligation whatsoever, either to the **Insured** or to any other person, or entity, to pay all or any portion of the deductible amount on behalf of the **Insured**. The **Company** shall, however, at its sole discretion, have the right and option to do so, in which event the **Insured** will repay the **Company** any amounts so paid.
 - (4) The Company shall not be obligated to pay any **Damages** or to defend or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by the payment of **Damages** or **Defense Expenses**, or both.

F. Basic Reporting Period.

- (1) If this policy is not renewed for any reason or is cancelled for any reason other than non-payment of premium or deductible, a Basic Reporting Period is automatically provided without additional charge. Coverage is extended to include **Claims** arising out of a **Wrongful Act** which occurred prior to the end of the effective date of such cancellation or non renewal and not before the **Retroactive Date** stated in Item 7. of the Declaration; and are otherwise covered by this policy, provided the **Claim** is first made against the **Insured** during the **Policy Period** and reported to the Company within 30 days after the end of the effective date of such cancellation or non renewal.
- (2) The Company's Limits of Liability during the Basic Reporting Period shall be part of, and not in addition to, the Company's Limits of Liability stated in Item 3. of the Declarations.

G. Extended Reporting Period Endorsement Option

If the **Named Insured** or the Company cancels or refuses to renew this policy, the **Named Insured** may purchase an Extended Reporting Period Endorsement. It is very important to note that this endorsement to the policy, when issued, extends the period of time during which the **Insured** may report **Claims** to the Company. This option applies only to those **Claims** first made against the **Insured** and reported to the Company during

this extended reporting period. Coverage is extended to include **Claims** arising out of a **Wrongful Act** which occurred prior to the end of the effective date of such cancellation or non renewal and not before the **Retroactive Date** stated in Item 7. of the Declaration; and are otherwise covered by this policy.

If the **Named Insured** wishes to purchase the Extended Reporting Period Endorsement, the following conditions must be met:

- (1) this policy was cancelled or non renewed for reasons other than non-payment of premium or deductible or the failure to cooperate with the Company;
- (2) the **Named Insured** must send written notice of the intention to purchase the option accompanied by the additional premium required. This written notice and premium payment must be received by the Company within thirty (30) days of the end of the **Policy Period**.
- (3) the appropriate additional premium and corresponding extended reporting period shall be:
 - a. for 185% of the **Named Insured's** last annual premium stated in Item 7. of the Declaration, a 3 year extending reporting period;
 - b. for 150% of the **Named Insured's** last annual premium stated in Item 7. of the Declaration, a 2 year extending reporting period;
 - c. for 100% of the **Named Insured's** last annual premium stated in Item 7. of the Declaration, a 1 year extending reporting period;

The Company's Limits of Liability during the Extended Reporting Period shall be part of, and not in addition to, the Company's Limits of Liability stated in Item 3. of the Declarations. The premium for the Extended Reporting Period will be deemed fully earned and cannot be cancelled by either the Company or the **Insured**.

H. Other Insurance.

This policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributing, excess (except insurance specifically in excess of this policy), contingent or otherwise.

I. Cooperation and Subrogation.

- (1) In the event of a **Claim**, or after giving the Company notice of circumstances which may subsequently give rise to a **Claim**, the **Insured** will provide the Company with all information, assistance and cooperation as the Company may reasonably request. The **Insured** shall, upon the Company's request, assist in making settlements and the conduct of actions, suits or proceedings. The **Insured** shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses.
- (2) The **Insured** will do nothing that may prejudice the Company's position or the Company's potential or actual rights of recovery in the event of **Claim**.
- (3) In the event of payment under this policy, the Company shall be subrogated to, and entitled to an assignment of all rights of recovery therefor of the **Insured**. The **Insured** shall execute all papers and shall do everything that may be

necessary to secure such rights, including the execution of such documents as may be necessary to enable the Company effectively to pursue and enforce such rights and to bring suit in the name of the Insured.

J. Cancellation.

- (1) The Company may cancel this policy by delivering or mailing to the **Insured** by registered, certified or other first class mail written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective.
- (2) The **Named Insured** may cancel this policy by surrendering this policy or by mailing or delivering to the Company written notice stating when thereafter such cancellation shall be effective.
- (3) The mailing of notice as aforesaid shall be sufficient proof of notice. If this policy is cancelled by the Company, the earned premium shall be computed pro rata. If this policy is cancelled by the **Named Insured's** written request, the earned premium shall be computed in 90% of pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (4) In the event that the Company cancels this policy due to non-payment of premium set forth in Item 5 of the Declarations, the Company may cancel this policy by delivering or mailing to the **Named Insured** by registered, certified or other first class mail written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

K. Entire Agreement.

The **Insured** agrees that this policy, including any endorsements and the application attached to and forming part of this policy, and including any materials submitted in connection with such application, which are on file with the Company and are a part of this policy, as if physically attached, constitutes an agreement existing between the **Insured** and the Company or any of its agents relating to this insurance.

L. APPLICATION.

The statements in the application for the insurance that is provided under the Policy are the **Insured's** representations and are deemed material. This Policy is issued based upon the truth, accuracy and completeness of such representations. Upon the binding of coverage, such application and all information that has been provided by the **Insured** or by any representative of the **Insured** to supplement such application is incorporated in this Policy and becomes a part of this Policy by reference.

M. No Action Against Company; Bankruptcy of Insured.

- (1) No action shall be taken against the Company unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy and the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and the Company.
- (2) No person or entity shall have any right under this policy to join the Company as a party to any **Claim** against the **Insured** to determine the liability of the

Insured, nor shall the Company be impleaded by the **Insured** or the **Insured's** legal representative in any such Claim.

- (3) Bankruptcy or insolvency of the **Insured** or the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

N. Authorization and Notices.

The person or entity stated in Item 1. of the Declarations shall be the sole agent, and shall act on behalf of all **Insureds** with respect to all matters under this policy, including but not limited to giving and receiving notices and other communications, effecting or accepting any endorsements to or Cancellation of this policy, the payment of premium and the receipt of any return premiums, and the purchase of any Extended Reporting Period Endorsement.

O. Changes.

Notice to any insurance agent or knowledge possessed by any insurance agent or other person acting on behalf of the Company shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under its terms, conditions and limitations; nor shall the terms, conditions and limitations of this policy be waived or changed except by written endorsement issued to form a part of this policy.

P. No Transfer or Assignment of Insured's Interest.

No transfer or assignment of interest under this policy or any cause of action against the Company arising out of its performance of, or alleged failure to perform in accordance with the terms and conditions of this policy shall be effective without the Company's written consent; however, in the event of the death, incapacity or bankruptcy of any person or entity within the definition of **Insured**, a **Claim** against the estate, heirs, legal representatives or assigns or the **Insured** for a **Wrongful Act** by such **Insured** shall be considered a **Claim** against the **Insured**.

Q. Service of Suit.

In the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within in the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in court of competent jurisdiction in the United States to remove an action to a United States District court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, , , , or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance, and hereby designated the above named Counsel as the person to whom the said office is authorized to mail such process of a true copy thereof.

R. **Headings.**

The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of this policy.

In Witness Whereof, the Company has caused this policy to be executed by its authorized officers, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Company.

Andrew N. Holland

Secretary

THH

President