

# ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE

## Claims-Made

THIS IS A CLAIMS-MADE POLICY. COVERAGE AFFORDED BY THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US DURING THE POLICY PERIOD OR AN EXTENDED "CLAIM" REPORTING PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

OUR LIMIT OF LIABILITY WILL BE REDUCED BY THE AMOUNTS INCURRED FOR "DAMAGES" AND "CLAIMS EXPENSES". AMOUNTS INCURRED FOR "DAMAGES" AND/OR "CLAIMS EXPENSES" WILL BE APPLIED AGAINST THE DEDUCTIBLE, IF APPLICABLE, BORNE BY THE INSURED.

Throughout this policy the words "you" and "your" refer to the "Insured". The word "Insured" means any person or organization qualifying as such under Section II. Definitions. The words "we", "us" and "our" refer to the Company providing this insurance. Refer to Section II. Definitions, for the meaning of other phrases that appear in quotation marks.

In consideration of the premium paid, and in reliance upon the statements in the Application which is made a part of this Policy, and subject to the terms and conditions of this Policy, the Company agrees with the "Named Insured" as follows:

### I. INSURING AGREEMENT

We will pay on behalf of the "Insured" those amounts in excess of the Deductible stated in the Declarations, if applicable, which you are legally obligated to pay as "damages" for a "claim" first made against you during the "policy period" and reported to us in writing during the "policy period", or an Extended "Claim" Reporting Period, provided that the following additional conditions are met:

- A. the "claim" results from a "professional incident" that takes place within the Policy Territory;
- B. the "claim" results from a "professional incident" that takes place during the "policy period" or on or after the "retroactive date" stated in the Declarations;
- C. prior to the effective date of this policy, no "Insured" had knowledge of a "professional incident" or circumstance that could reasonably be expected to result in a "claim"; and
- D. we receive notice of a "claim" within sixty (60) days after the expiration or termination date of this policy in accordance with:
  1. Section VII. "INSURED'S" DUTIES IN THE EVENT OF A "CLAIM"
  2. Section V. EXTENDED "CLAIM" REPORTING PERIOD.

Our obligation to pay "damages" applies only to the amount that exceeds the deductible, if any, stated in the Declarations.

We have the right and duty to defend any "claim" or suit against the "Insured" seeking "damages" because of

a "professional incident", even if any of the allegations of the suit are groundless, false or fraudulent. We may make such investigation of any "claim" or suit as we deem expedient. We shall not be obligated to pay any "claim", settlement or judgment and/or "claims expenses" or to defend any "claim" or suit after the applicable limit of liability has been exhausted by payment of "damages" and/or "claims expenses".

We have no obligation or duty to defend any "claim" or suit for which coverage is excluded hereunder or not otherwise afforded by this policy and we shall not be obligated to pay any "claims expenses" incurred by the "Insured" in the defense of any "claim" or suit not covered by this policy.

### II. DEFINITIONS

- A. "Advertising Activities" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Only that part of a web-site that promotes your goods, products or services for the purpose of attracting customers or supporters shall be considered "Advertising Activities".
- B. "Advertising Injury" means injury arising out of one or more of the following offenses committed in the course of the "Named Insured's" "Advertising Activities":
  1. Libel, slander or defamation;
  2. Disparaging a person's or organization's goods, products or services;
  3. Oral or written publication of material that violates a person's right of privacy;

4. Misappropriation of advertising ideas or style of doing business;
  5. Piracy or unfair competition;
  6. Use of another's advertising ideas; or
  7. Infringing upon another's copyright, title, slogan, patent, trademark, trade name, trade dress, or service mark.
- C. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto). "Automobile" also includes vehicles commonly described as mobile equipment, whether or not self-propelled, subject to vehicle registration or designed for use principally off public roads.
- D. "Bodily Injury" means physical injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these at any time.
- E. "Claim" means:
1. a demand received by you for money or services; or
  2. a written notice received by any "Insured" resulting from a "Professional Incident" that may result in a demand for money or services; or
  3. service of suit, or notice received of the initiation of arbitration or other proceedings against you.

"Claim" includes "related claims". "Related claims" means two or more "claims" arising out of a negligent act, error or omission or negligent acts, errors or omissions that are logically or causally connected.

- F. "Claim Expenses" means:
1. fees charged by an attorney designated by us;
  2. all other fees, costs and expenses resulting from the investigation, adjustment, and defense of a "claim"; and the premiums for appeal, attachment or similar bonds, but only for bond amounts that are within our limit of liability;
  3. interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under this policy;
  4. allowable expenses of \$250 per day but no more than \$5,000 in total for the compensation to all "Insureds" for personally attending any legal proceeding at our request. These allowable expenses shall not be applied towards reducing the applicable deductible amount and are in addition to the limit of liability.

"Claim Expenses" do not include salaries or expenses of our regular employees or officials.

- G. "Damages" means a monetary judgment, award or settlement. However, "damages" does not include:
1. punitive or exemplary damages or any damages which are a multiple of compensatory damages;
  2. amounts the "Insured" is required to pay or return as restitution;
  3. fines, penalties, sanctions, taxes or fees assessed against any "Insured";
  4. judgments or awards arising from acts deemed uninsurable by law.
- H. "Discrimination" means any alleged violation of any right which is or may be protected by state or federal constitutions; statutory or common law; ordinance; rule or regulation which prohibits conduct that has an unfavorable, unfair or disparate affect on individuals because of their personal status or characteristics, including but not limited to race, color, religion, national origin, age, sex, marital or parental status, sexual orientation or preference, disability, handicap, pregnancy, medical condition, or any other physical or mental characteristics or impairment.
- I. "Insured" means:
1. the "Named Insured";
  2. your current principals, partners, executive officers, directors, stockholders, trustees or employees while acting on your behalf within the course and scope of their duties as such;
  3. your heirs, executors, administrators, and legal representatives in the event of death, incapacity or bankruptcy, but only for liability arising out of a "professional incident" performed by or on behalf of the "Named Insured" prior to such "Insured's" death, incapacity or bankruptcy;
  4. leased personnel under your supervision, but only while acting on your behalf within the course and scope of their lease agreement and only if the "Named Insured" has agreed in writing to provide insurance to leased personnel;
  5. temporary worker under your supervision, who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
- J. "Intellectual Property" means property that is created through the intellectual efforts of its creator which is claimed to be protected by law.
- K. "Named Insured" means the entity or individual named in the Declarations.
- L. "Other Insurance" includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive in-

insurance companies, inter-insurance exchanges, mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.

- M. "Personal Injury" means injury, other than "advertising injury" or "bodily injury", arising out of one or more of the following offenses;
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. wrongful entry or wrongful eviction;
  4. invasion of right of private occupancy;
  5. oral or written publication of material that slanders or libels a person or organization or defames or disparages a person's or organization's goods, products or services;
  6. oral or written publication of material that violates a person's right of privacy.
- N. "Policy Period" means the period noted in the Declarations, or any shorter period resulting from a termination or cancellation of this policy.
- O. "Professional Incident" means a negligent act, error or omission in the rendering of or failure to render "professional services" by you or a person acting under your direction, control or supervision and for whose acts, errors or omissions you are legally liable.
- P. "Professional Services" means work performed by you for others involving specialized training, knowledge and skill in the pursuit of the business stated in the Declarations.
- Q. "Property Damage" means:
1. physical injury to or destruction of tangible property, including all resulting loss of use of that property; or
  2. clean-up costs; or
  3. loss of use of tangible property that has not been physically injured or destroyed.
- R. "Retroactive Date" means the date stated in Item 5. of the Declarations and is the earliest date that "professional incidents" to which this insurance applies will be covered by this policy.
- S. "Sexual Harassment" means behavior of a licentious, immoral or sexual nature including, but not limited to, physical abuse, sexual abuse, sexual advances, sexual harassment, coercion, quid-pro-quo offer of work-favor for sexual favors, or other verbal or physical conduct of a sexual nature that detrimentally affects the working environment or that creates a hostile work environment.
- T. "Trade Secret" means any information, including but not limited to customer lists, formulas, patterns, methods, programs, techniques, processes or a

compilation which is claimed to be confidential, proprietary and subject to protection from use or disclosure by applicable law;

### III. POLICY TERRITORY

This policy applies to "professional incidents" anywhere in the world provided the original suit for such damages is brought within the United States of America, its territories or possessions and Canada.

### IV. EXCLUSIONS

This policy does not apply to:

- A. any "claim" made by any "Insured" against any other "Insured";
- B. any liability based upon or arising out of any "claim" or circumstance that is reported to any other insurer by an "Insured" prior to the effective date of this policy;
- C. any liability based in whole or in part on any knowingly wrongful, dishonest, fraudulent, criminal or malicious act committed by or at the direction of any "Insured" in the course of providing "professional services". This exclusion does not apply to any liability of the "Named Insured" or any "Insured" who did not personally participate or personally commit the knowingly wrongful, dishonest, fraudulent, criminal or malicious act, if coverage would otherwise be afforded for the resulting "damages" by this policy;
- D. any liability based upon or arising out of the ownership, maintenance, use, loading, unloading, or entrustment to others, including the loaning thereof, of:
1. any airplane, helicopter or aircraft;
  2. any "automobile", motorcycle, moped, truck, three-wheeler, snowmobile or other motor vehicle of whatever type or nature, whether designed for travel on or off public roads; or
  3. any motor or sail boats or other watercraft, of whatever type or nature, owned, operated, rented by or loaned to any "Insured";
- E. any liability based upon or arising out of any "professional incident" or circumstances that any "Insured" knows or should reasonably anticipate would result in a "claim" prior to the effective date of this policy;
- F. any liability based upon or arising out of the insolvency or bankruptcy of any "Insured" or any person, firm or organization;
- G. any liability based upon or arising out of the accessing or misuse of confidential information;
- H. any liability based upon or arising out of any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade name, trade dress, service mark, domain name, "trade secret" or

any violation of an "intellectual property" right or law;

- I. any liability based upon or arising out of any refusal to employ; termination of employment; or coercion, demotion, discipline, evaluation, reassignment or other employment-related act, omission, policy or practice. This exclusion applies whether you are held liable as an employer or in any other capacity;
- J. any liability based upon or arising out of "discrimination", violation of civil rights; or any allegation that a person was subjected to unfair treatment or a denial or reduction of benefits, privileges or accommodations in violation of any law; statute, ordinance, or regulation designed to ensure equal access to opportunities; goods, services, facilities, and accommodations;
- K. any liability based upon or arising out of "sexual harassment";
- L. any business enterprise:
  - 1. that is wholly or partly owned by you or to any "claim" made by or against any business enterprise not named in the Declarations;
  - 2. that wholly or partly owns you;
  - 3. in which you are a partner, or any subsidiary, affiliate or sister company of yours;
  - 4. that controls, operates or manages you;
  - 5. in which you are a partner, employer, officer, director, sole proprietor, stockholder or trustee or to any "claim" made against:
    - a. you, solely because you are a partner, employer, officer, director, sole proprietor, stockholder or trustee;
    - b. any person or legal entity not named in the Declarations.

This exclusion does not apply if the business enterprise is listed as an "Insured" in this policy or in an endorsement attached hereto.

- M. any liability based upon or arising out of the deficiency or malfunction of any product, process, technique or equipment which is sold, manufactured or furnished by or on behalf of the "Insured";
- N. any liability based upon or arising out of express warranties, guarantees or estimates for cost of construction;
- O. any liability based upon or arising out of fee disputes;
- P. any liability based upon or arising out of nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear facility;
- Q. any "personal injury" or "advertising injury";

- R. any liability based upon or arising out of the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any substances including asbestos which are or may be injurious to public health or the environment (herein called hazardous substances) into or upon land, the atmosphere or any water course or body of water.

It is further agreed that this policy does not apply to any liability including expenses for:

- 1. the costs of clean up or removal of hazardous substances; or
- 2. the cost of such actions as may be necessary to monitor, assess and evaluate the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances; or
- 3. the cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- 4. any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

- S. any liability of an "Insured" as a result of "Bodily Injury" to an employee, leased worker or temporary worker or the spouse or relative of an employee, leased worker or temporary worker; or to any obligation of the "Insured" to indemnify or to assume the defense or indemnity of another because of such "Bodily Injury";

- T. any obligation for which the "Insured" or any carrier as his insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law, the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time, or any rule or regulation promulgated thereunder, or under any similar law; and to any liability arising out of the sickness, disease or death resulting therefrom of any employee of the "Insured" arising out of and in the course of his employment by the "Insured"; or to any liability based upon or arising out of the performance of the "Insured's" duties in their capacity as a fiduciary, as defined and described in the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time, or any rule or regulation promulgated thereunder, or under any similar law;

- U. any liability based upon or arising out of the cost to repair or replace any faulty workmanship in any assembly, construction, erection, fabrication, installa-



tion, manufacture or remediation, including any materials, parts or equipment furnished in connection therewith;

- V. any liability based upon or arising out of any construction, demolition, erection, excavation or the assembly or installation of components or equipment;
- W. any liability based upon or arising out of the failure to provide, obtain or maintain any form of insurance, surety or bond, or to advise or require others to do so;
- X. any liability of others assumed by you under any contract or agreement, whether written or oral, including, but not limited to hold harmless and indemnity clauses; however, this exclusion does not apply if such liability exists in the absence of such contract or agreement;
- Y. any liability based upon or arising out of any project for which you are an insured under any other professional liability policy issued for any specific client(s) or specific project(s). Item VIII B. of this policy, How "Other Insurance" Applies, is amended accordingly.

#### V. EXTENDED "CLAIM" REPORTING PERIOD

##### A. Automatic Extended "Claim" Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than:

1. non-payment of premium;
2. non-payment of deductible;
3. non-compliance with any terms and conditions of this policy; or
4. fraud or material misrepresentation;

you shall be entitled to a period of (60) sixty days from the date of policy expiration or termination to report "claims" which take place on or after the retroactive date and prior to such expiration or termination date. This Automatic Extended "Claim" Reporting Period may not be canceled by us and does not require payment of an additional premium.

If the Optional Extended "Claim" Reporting Period offered in item B. below is purchased, then this Automatic Extended "Claim" Reporting Period shall be included within such Optional Extended "Claim" Reporting Period.

The Automatic Extended "Claim" Reporting Period does not reinstate or increase the Limits of Liability of this policy.

The Automatic Extended "Claim" Reporting Period does not extend the "policy period" or change the scope of coverage afforded by this policy.

##### B. Optional Extended "Claim" Reporting Period

If we or you terminate or non-renew this insurance for any reason, other than:

1. non-payment of premium;
2. non-payment of deductible;
3. non-compliance with the terms and conditions of this policy; or
4. fraud or material misrepresentation;

upon the payment of an additional premium, you shall have the option to extend the period by which a "claim" that takes place on or after the retroactive date and prior to the expiration or termination date can be made against you and reported to us.

The premium for the Optional Extended "Claim" Reporting Period shall not exceed 175% of the annual premium for one (1) year. The purchase of an Optional Extended "Claim" Reporting Period shall be endorsed hereon.

Your right to purchase the Optional Extended "Claim" Reporting Period must be exercised by notice in writing to us, not later than thirty (30) days after the expiration or termination date of this policy. Effective notice must indicate the number of months up to 12 months (or one year) for which you are requesting the Optional Extended "Claim" Reporting Period and must include payment of premium for such period. If such written notice and the premium are not received by us within (30) days, then you shall not be entitled to purchase an Optional Extended "Claim" Reporting Period at a later date.

At the commencement of any Optional Extended "Claim" Reporting Period, the entire additional premium shall be deemed earned, and in the event you terminate the Optional Extended "Claim" Reporting Period before its term for any reason, we shall not be obligated to return to you any portion of the premium.

The purchase of an Optional Extended "Claim" Reporting Period does not reinstate or increase the Limits of Liability of this policy.

Our liability shall further be limited to cover only those "claims" arising out of a "professional incident" that takes place subsequent to the "retroactive date" and prior to the expiration or termination date of this policy. The Optional Extended "Claim" Reporting Period does not extend the "policy period" or change the scope of coverage afforded by this policy.

With respect to items A. and B. above, any "claims" reported during an Extended "Claim" Reporting Period must be reported in accordance with Section VII. "INSURED'S" DUTIES IN THE EVENT OF A "CLAIM".

## VI. LIMITS OF LIABILITY

The applicable limit of liability stated in the Declarations is the maximum we shall pay regardless of the number of:

- i. "Insureds";
- ii. individuals or organizations that make a "claim"; or
- iii. "claims" made.

### A. Limit of Liability Each "Claim"

The limit of liability shall apply in excess of the Deductible stated in the Declarations, if applicable. The liability of the Company for each "claim" or series of "related claims" shall not exceed the amount stated in the Declarations as applicable to each "claim". This limit is the maximum amount the Company will pay for "claim expense(s)" and "damages" attributable to each "claim" or series of "related claims", including those "claims" or "related claims" reported in accordance with Section V., Extended "Claim" Reporting Period.

If two or more policies issued by us apply to the same "claim" or "related claims", the each "claim" limit shall not exceed the amount stated in the Declarations of the policy in effect at the time the first "claim" was made.

### B. Limit of Liability Aggregate

Subject to Limit of Liability - Each "claim", the liability of the Company shall in no event exceed the amount stated in the Declarations as aggregate as a result of all "claims". This limit is the total amount of "claim expense(s)" or "damages" or both that the Company will pay under this policy for all "claims" including those "claims" reported in accordance with Section V., Extended "Claim" Reporting Period.

### C. Deductible Each "Claim"

The deductible amount stated in the Declarations applies to each "claim" and shall be paid by the "Named Insured". The deductible shall be applied to the payment of "damages" or "claim expense(s)" or both.

The Company may advance payment of part or all of the deductible amount and, upon notification of such payment made, the "Insured" must promptly reimburse the Company for the deductible amounts advanced by the Company.

Once the limits of liability have been exhausted by payment of "Damages" and/or "Claims Expense(s)", the Company will not defend, pay "damages" or "claim expense(s)" for any "claim".

## VII. "INSURED'S" DUTIES IN THE EVENT OF A "CLAIM"

Each "Insured" must comply with the following conditions:

- A. If a "claim" to which this policy applies is made against you, then you must give written notice, as soon as practicable, and as otherwise required by this policy to us.
- B. With regard to Item II. DEFINITIONS, E. 1, 2 and 3, when a "claim" is reported in writing to us, the notice must contain reasonably obtainable information regarding the alleged act, error or omission including, but not limited to names of the potential witnesses, name of the alleged claimant(s), and the extent and type of "claim" anticipated.
- C. You must cooperate with us in the defense and investigation of any "claim". We may require that you submit to examination under oath, if required, produce and make available all records, documents and other materials which we deem relevant to the "claim".
  1. You must also, at our request, attend hearings, depositions and trials.
  2. In the course of investigation or defense, you must provide us with written statements as requested by us or your attendance at meetings with us.
  3. You must assist us in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses, all without charge to us.
- D. The right to either accept or reject arbitration of any "claim" by you shall be exercised only with our written consent.
- E. Except and to the extent otherwise provided in this policy, you must not make any payment, admit any liability, settle any "claim" or assume any obligations without our prior written consent.
- F. You must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that you may have.
- G. You shall refrain from discussing the facts and circumstances of any "claim" with anyone other than our legal counsel or representatives.

## VIII. OTHER CONDITIONS

### A. Transfer of Rights of Recovery

If there is a payment made by us, we shall be subrogated to all of your rights of recovery against any person or organization. You will cooperate with us and do whatever is necessary to secure these rights. You must not waive or prejudice such rights. We agree to waive this right of subrogation against a client of the "Insured" to the extent that the "In-

sured" had, prior to the "claim", entered into a written, duly executed agreement to waive such rights.

**B. How "Other Insurance" Applies**

This insurance shall be excess of and not contribute with "other insurance", whether collectable or not, that affords coverage for a "professional incident". If one or more policies issued by us and one or more policies issued by another insurer apply to the same "claim" or "related claims", our pro-rata share will be determined by the total of the Limits of Liability of our policy in effect at the time the first "claim" was made and reported to us in writing and the Limits of Liability of all "other insurance".

This condition does not apply to "other insurance" that is written to apply in excess of the limits provided by this policy.

The insurance afforded by this policy does not apply to any "professional incident" for which an Insured has coverage under any other policy issued by us.

**C. Changes Made to this Policy**

The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by us and made part of the policy.

**D. Assignment of the "Insured's" Interest**

The interest of the "Insured" under this policy is not assignable to any other person or organization.

**E. Cancellation**

This policy may be canceled by the "Named Insured" by returning the policy to us or its authorized representatives. The "Named Insured" can also cancel this policy by written notice to the Company stating at what future date cancellation is to be effective. If the "Named Insured" cancels, earned premium shall be computed using the customary short rate table or the amount stated elsewhere in this policy as Minimum Earned Premium, whichever is greater.

This policy can be canceled by us by written notice to the "Named Insured", at the address last known to us. We will provide written notice at least thirty (30) days before cancellation is to be effective.

There are exceptions to the length of the notice that must be provided to the "Named Insured". The "Named Insured" will only be entitled to at least ten (10) days notice if we cancel:

1. because you have failed to pay a premium when due; or
2. because you have failed to pay applicable deductible amounts due.

If we cancel, earned premium will be computed pro-rata, except that if we cancel for the reason specified in 1. or 2. above, earned premium will be

computed in the same manner provided above when the "Named Insured" cancels.

The mailing of any notice of cancellation shall be sufficient proof of notice.

The effective date of cancellation terminates the "policy period". Return of unearned premium is not a condition of cancellation. Unearned premium will be returned by us as soon as practicable.

**F. Bankruptcy**

Bankruptcy or insolvency of the "Insured" or the "Insured's" estate shall not relieve us of any of our obligations under this policy.

**G. Application**

The statements in the Application are your representations and are deemed material. This policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the Application shall be attached and become part of this policy.

**H. Audit**

We may examine and audit your books and records at any time during the "policy period" and within three (3) years after the final termination of this policy, as far as they relate to this policy.

**I. Multiple "Insureds", "Claims" and Claimants**

The number of "Insureds" covered by this policy shall not operate to increase the limits of liability as specified in the Declarations.

A series of "related claims" will be considered a single "claim". This policy shall only apply if the first or earliest "claim" arising from a "Professional Incident" is made during the "policy period". These provisions apply regardless of the number of "Insureds" involved in such a "claim", the number of "claims" made, or the number of people or organizations that make the "claim".

The number of "claims" made or the number of people or organizations that make "claims" shall not operate to increase the limits of liability as specified in the Declarations.

Once a "claim" has been first made under this policy or a predecessor or successor policy of the Company, only the policy against which the "claim" was first made and reported to us shall be available to pay "damages" and/or "claims expenses", if coverage is afforded by the policy, and under no circumstances will any other policy of the Company apply.

**J. Action Against Us**

No action shall be brought against us by you to recover for any loss or "damages" under this policy unless, as a condition precedent thereto:

1. you have fully complied with all the terms and conditions of this policy; and
2. the amount of such loss or "damages" has been fixed or rendered certain;
  - a. by final judgment against you after trial of the issues; or
  - b. the time to appeal such judgment has expired without an appeal being taken; or
  - c. if appeal is taken, after the appeal has been determined; or
  - d. the "claim" is settled in accordance with the terms and conditions of this policy.

In no event shall any action brought by anyone be maintained against us unless such action is brought within twenty-four (24) months from the time the right to bring action first becomes available.

K. False or Fraudulent Claims

If you report any "claim" knowing such "claim" to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited as of the inception date of this policy.

L. Terms and Conditions of Policy Conformed to Statute

Where necessary, the terms and conditions of this policy will be amended to conform to applicable law.

M. Premium

The premium amount for this policy is stated in the Declarations and is for coverage for the "policy period". If during the "policy period" there is a change in coverage afforded, we have the right to adjust the premium as of the date of change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first "Named Insured".

If the premium for this policy is a flat premium, it is not subject to adjustment.

This policy shall not be binding upon the Company unless completed by a signed Application and a Declarations Page, countersigned on the aforesaid Declarations Page by a duly authorized representative of the Company.