



GENERAL STAR < insert name > COMPANY
P.O. BOX 10354
STAMFORD, CONNECTICUT 06904
(administrative office)
(A stock insurance company, herein called the Company)

NOTICE

THIS IS A CLAIMS MADE AND REPORTED FORM

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** FROM **PROFESSIONAL SERVICES** THAT ARISE FROM **WRONGFUL ACT(S)** OR **PERSONAL INJURY(IES)** TAKING PLACE ON OR AFTER THE **RETROACTIVE DATE** STATED ON THE **DECLARATIONS PAGE** AND WHICH ARE FIRST MADE AGAINST AN **INSURED** AND REPORTED TO THE COMPANY DURING THE **POLICY PERIOD**, OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD IF EXERCISED. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS.

WHAT TO DO IN CASE OF A CLAIM

In the event an **Insured** directly or indirectly becomes involved in a professional liability **Claim**, they should immediately report the details in writing to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Fax: 866-914-3151
or
gstarclaims@generalstar.com
Attn: Professional Liability Claims

Note: Failure to promptly report a **Claim** could jeopardize coverage.

IMPORTANT

This Policy is not effective unless a **DECLARATIONS PAGE** is issued.

Those words other than the captions, which are printed in boldface, are defined in this Policy. Refer to **Section II - DEFINITIONS**.

In consideration of the payment of premium, the Company agrees, subject to all of the terms, conditions and exclusions of this Policy to provide coverage as follows:

SECTION I. – COVERAGES

A. Insuring Agreements

The Company shall pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** resulting from any **Claim** first made against the **Insured** and reported to the Company during the **Policy Period** or the Extended Reporting Period, if exercised, arising from a **Wrongful Act** or **Personal Injury** committed by the **Insured**, provided that:

1. The **Wrongful Act** or **Personal Injury** occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
2. Prior to the effective date of this Policy, no **Insured** had knowledge of any **Wrongful Act** or **Personal Injury** or any fact, circumstance, situation or incident, which should have led a reasonable person in his or her position to conclude that a **Claim** was likely to be made against an **Insured**.

B. Defense, Settlement and Investigation of Claims

The Company shall have the right and duty to defend, investigate and, with the consent of the **Insured**, settle any **Claim** seeking **Damages** to which this Policy applies even if any allegations are groundless, false or fraudulent. However, the Company shall have no duty to defend any **Insured** against any **Claim** seeking solely **Damages** to which this insurance does not apply. The Company reserves the right to recoup and seek reimbursement for any and all **Claim Expenses** incurred in providing a defense for a **Claim**, or that portion of a **Claim**, that is subsequently determined by a court of law not to be covered.

Coverage under this Policy applies pursuant to the following provisions:

1. The **Insured** has the right to select defense counsel from the Company's preapproved panel counsel subject to the written consent of the Company.
2. The Company shall have the right to make any investigation it deems necessary and, with the consent of the **Insured**, make any settlement of a **Claim** covered by this Policy. The Company's total liability under this Policy shall never exceed the applicable Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE**.

C. Coverage Extensions

1. Disciplinary Proceedings

- a. Upon submission to the Company of satisfactory written proof of payment, the Company shall reimburse the **Named Insured**, up to twenty-five thousand dollars (\$25,000.00) for reasonable and necessary legal fees and legal expenses incurred on behalf of an **Insured** in response to a **Disciplinary Proceeding** first initiated against the **Insured** and reported to the Company during the **Policy Period**, or the Extended Reporting Period, if exercised, provided that:
 - i. The **Wrongful Act** or **Personal Injury** giving rise to a **Disciplinary Proceeding** occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

- ii. Prior to the effective date of this Policy, the **Insured** had no knowledge of any **Wrongful Act** or **Personal Injury** or any fact, circumstance, situation or incident, which should have led a reasonable person in the **Insured's** position to conclude that a **Disciplinary Proceeding** was likely to be asserted against an **Insured**; and
 - iii. The **Named Insured** shall give the **Company** written notice as soon as practicable of any **Disciplinary Proceeding** first initiated against the **Insured** during the **Policy Period** or the Extended Reporting Period, if exercised.
- b. No reimbursement pursuant to this section shall be made for any amounts other than for reasonable and necessary legal fees and legal expenses incurred in connection with any such **Disciplinary Proceeding** and no coverage shall be afforded for the payment of any taxes; criminal or civil fines; penalties or sanctions; registration or licensing fees; or any monetary assessment, judgment, award, or settlement of any type or kind.
 - c. The Company's maximum reimbursement for any or all **Disciplinary Proceeding** under **SECTION I – COVERAGES**, paragraph **C. 1.** is twenty-five thousand dollars (\$25,000.00) in the aggregate regardless of the number **Disciplinary Proceedings** or **Insureds** against whom a **Disciplinary Proceeding** is initiated.
 - d. Reimbursement to the **Named Insured** pursuant to this section shall be in addition to the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

2. Loss of Earnings and Expense Reimbursement

- a. Upon submission to the Company of satisfactory written proof of payment, the Company shall reimburse the **Named Insured** for all reasonable and necessary expenses paid by the **Named Insured** to an **Insured** for attendance, at the Company's written request, at any arbitration, **Mediation**, deposition, hearing or trial in connection with a **Claim** to which this Policy applies. The **Named Insured** shall submit to the Company a written request for reimbursement of such expenses and written proof of payment of such expenses as soon as practicable, but in no event shall coverage be afforded for such expenses if such written request for reimbursement and written proof of payment is submitted to the Company more than sixty (60) days after incurring such expenses.
- b. The Company shall reimburse the **Named Insured** for wages paid to any **Insured** during such **Insured's** attendance at any arbitration, **Mediation**, deposition, hearing or trial at the Company's request in connection with a **Claim** to which this Policy applies up to a maximum of four hundred dollars (\$400.00) per day for each **Insured**.
- c. The Company's maximum reimbursement under **SECTION I – COVERAGES**, paragraph **C. 2.** is ten thousand dollars (\$10,000.00) in the aggregate regardless of the number of arbitrations, **Mediations**, depositions, hearings, or trials or **Insureds** for whom or on whose behalf the **Named Insured** pays expenses under **SECTION I – COVERAGES**, paragraph **C. 2.a.** or wages under **SECTION I – COVERAGES**, paragraph **C. 2. b.**
- d. Reimbursement to the **Named Insured** pursuant to this section shall be in addition to the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

3. Reputation Restoration Protection

- a. With respect to a **Reputation Event** first occurring during the **Policy Period** and reported to the Company as provided in **SECTION I – COVERAGES**, paragraph **C.3. b.**, below, the Company agrees to reimburse the **Named Insured** for **Reputation Restoration Expenses** incurred by the **Insured** in dealing with a **Reputation Event**.

- b. The **Named Insured** will report a **Reputation Event** to the Company:
 - i. During the **Policy Period** or the Extended Reporting Period, if exercised; or
 - ii. Within thirty (30) days of the date of first publication of any information with the potential to harm the **Insured's** professional reputation in a newspaper, magazine, or other written media of general circulation, or in a radio, television, or other electronic broadcast, whichever is earlier.
- c. The Company's maximum reimbursement for any or all **Reputation Events** under this **SECTION I – COVERAGES**, paragraph **C. 3.** is twenty-five thousand dollars (\$25,000.00) in the aggregate regardless of the number of **Reputation Events**.
- d. Reimbursement to the **Named Insured** pursuant to this section shall be in addition to the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE** and shall not be subject to the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

SECTION II. - DEFINITIONS

All words or phrases appearing in boldface print in this Policy, other than the captions, shall have the following meanings:

- A. “**Advertisement**” means a notice that is broadcast or published to the general public or specific market segments about the goods, products or services of the **Named Insured** for the purpose of attracting customers or supporters. **Advertisements** shall include promotional information and materials disseminated by electronic, written, televised, radio broadcast, and other forms of media, including any promotional information or material publicly disseminated on any **Website** either on behalf of the **Named Insured** or by the **Named Insured** on behalf of others, including banners and buttons, beacons and tracking, branding, click tags and cookies, co-branding, directory listings, flash sites, metatags and coded media, rectangles and pop-ups, search engine endorsements, sponsorships, skyscrapers, or endorsements.
- B. “**Affiliate**” means any entity which is related to any **Insured** through common ownership, control or management. **Affiliate** shall not include any **Subsidiary**.
- C. “**Application**” means all signed or unsigned **Applications**, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement.
- D. “**Bodily Injury**” means physical injury, sickness, disease or death of any person, and includes emotional distress or mental anguish whether or not accompanied by physical injury, sickness or disease.
- E. “**Claim**” means any demand against the **Insured** for money or services, alleging a **Wrongful Act** or **Personal Injury**, whether or not the nature or extent of any **Damages** is known or asserted, including:
 - 1. The service of a suit or any civil proceeding in a court of law or equity, including any appeal therefrom;
 - 2. Institution of arbitration, **Mediation** or other formal alternative dispute resolution proceeding; or
 - 3. Any written request to toll or waive the statute of limitations.
- F. “**Claim Expenses**” means reasonable and necessary amounts incurred by the Company, or by the **Insured** with the prior written consent of the Company, in the defense of that portion of any **Claim** for which coverage is afforded under this Policy, including but not limited to attorney's fees, experts fees, costs of investigation, court costs, costs of bonds to release attachments and similar bonds, and costs of appeals, provided, however, that the Company shall not be obligated to apply for or furnish any such

bonds. The **Claim Expenses** shall not include regular salary charges of any employee or officer of the Company or any general, supervisory, or consulting counsel retained by the Company, nor any amounts incurred in defense of any criminal actions or proceedings of any type or kind.

G. **"Damages"** means any sums payable by the **Insured** as a result of any **Claim** or **Claims** based on **Wrongful Acts** or **Personal Injuries** and shall include:

1. The monetary portion of any judgment, award or settlement; or
2. Punitive or exemplary damages to the extent such damages are insurable under the law most favorable to the insurability of such damages of any jurisdiction and venue which have a substantial relationship to the **Insured**, the Company, this Policy, or the **Claim**.

"Damages" shall not include:

3. Taxes, fines or statutory penalties, or sanctions, whether imposed by law or otherwise;
 4. The return, reduction or restitution of fees, expenses, or costs for **Professional Services** performed or to be performed by the **Insured**, or disgorgement by any **Insured** of any sums received by any **Insured** or anyone related to or affiliated with the **Insured**;
 5. Matters uninsurable under the law pursuant to which this Policy is construed, except punitive or exemplary damages;
 6. Future profits, future royalties, costs of licensing, or other costs of obtaining future use; or
 7. The costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief.
- H. **"Disciplinary Proceeding(s)"** means any proceeding by an administrative agency, regulatory or disciplinary official, board, association, or agency to investigate charges of professional misconduct in the performance of or failure to perform **Professional Services**. However, a **Disciplinary Proceeding** shall not include any criminal investigation or proceeding.

I. **"Insured"** means any natural person who was, is or becomes a principal, partner, managing member, officer, director, employee or Volunteer of the **Named Insured** or **Subsidiary** of the **Named Insured**. **Insured** shall also include:

1. The **Named Insured**;
2. Any **Subsidiary** of the **Named Insured**;
3. Any past, present or future partner, director, officer, member, board member, or employee of the **Named Insured**;
4. Any independent contractor of the **Named Insured**, but only for **Professional Services** performed within the scope of their engagement on behalf of and at the direction of the **Named Insured**;
5. The lawful spouse or lawful domestic partner of an **Insured**, if named as a co-defendant with such **Insured** solely by reason of such spouse's status as a spouse or such domestic partner's status as a domestic partner, or such spouse's or domestic partner's ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** or **Personal Injury** of such **Insured**;
6. The estate, heirs, executors, administrators, assigns and legal representatives of any such **Insured** in the event of death, incapacity, insolvency or bankruptcy of such **Insured**;
7. A **Joint Venture** in which the **Named Insured** participates as a joint venturer pursuant to a written **Joint Venture** agreement, but only with respect to the liability imposed on the **Named Insured** for

its participation in such **Joint Venture** and only with respect to **Wrongful Acts** or **Personal Injuries** committed or allegedly committed by the **Named Insured**. This definition does not extend coverage and no coverage shall be provided for **Damages** or **Claims Expenses** to the **Joint Venture** itself or any other entity or individual that is part of the **Joint Venture**.

- J. "Internet"** means the worldwide public network of computers, which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
- K. "Joint Venture"** means a joint business endeavor, confirmed in a written agreement, between the **Named Insured** and one or more entities or individuals in which the **Named Insured's** participation is the performance of **Professional Services**.
- L. "Mediation"** means the voluntary process in which an objective third-party professional mediator, either selected by the parties or pursuant to court order, with the written approval of the Company, intervenes between the parties in an attempt to achieve settlement of the **Claim**. **Mediation** does not include litigation or arbitration.
- M. "Named Insured"** means the entity stated in Item 2.a. of the **DECLARATIONS PAGE**.
- N. "Personal Injury(ies)"** means injury, other than **Bodily Injury**, arising out of one or more of the following, committed by any **Insured** or person for whom the **Named Insured** is legally liable, solely in the performance of **Professional Services**:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
 4. Oral or written publication of material that slanders, libels, or defames a person or organization, or disparages the goods, products or services of a person or organization; or
 5. Oral or written publication of material that violates a person's right of privacy.
- O. "Policy Period"** means the period from 12:01 A.M. on the inception date of this Policy, set forth in Item 1 of the **DECLARATIONS PAGE**, at the address of the first **Named Insured**, set forth in Item 2. of the **DECLARATIONS PAGE**, to 12:01 A.M. on the Policy expiration date, stated in Item 1. of the **DECLARATIONS PAGE**, or its earlier cancellation or termination date, if any.
- P. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.
- Q. "Professional Services"** means services in connection with the **Named Insured's** Profession as stated in Item 3. of the **DECLARATIONS PAGE**, as performed by or on behalf of the **Named Insured** for others for a fee or other compensation.
- R. "Property Damage"** means physical loss of or physical damage to or destruction of any property, including without limitation, the loss of use thereof.
- S. "Reputation Event"** means a **Wrongful Act** or **Personal Injury** committed by the **Insured** that has led, or, in the absence of **Reputation Restoration Expenses**, may lead to the publication or continued publication of materially unfavorable information in a newspaper, magazine, or other written media of general circulation, or in a radio, television, other electronic broadcast regarding an **Insured** that can reasonably be considered to lessen public confidence in the competence, integrity or viability of such **Insured** to conduct **Professional Services**.

- T. “Reputation Restoration Expenses”** means the following reasonable and necessary expenses incurred by the **Insured** during a **Reputation Event**, within ninety (90) days prior to and in anticipation of a publication relating to a **Reputation Event** and/or within one year of the end of the **Reputation Event**:
1. The fees and expenses of a public relations firm, crisis management firm, or law firm agreed to by the Company to advise such **Insured** on minimizing the harm to the **Insured**, including, but not limited to, maintaining and restoring public confidence in the **Insured**;
 2. The costs of printing, advertising and mailing of materials intended to inform or educate the general public about the **Reputation Event** and restore public confidence in the **Insured**.
- U. “Retroactive Date”** means the date specified in Item 6. of the **DECLARATIONS PAGE**.
- V. “Subsidiary”** means any entity, in which more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors in such entity is owned or controlled, directly or indirectly, in any combination, by the **Named Insured**.
- W. “Unauthorized Access”** means the gaining of access to a computer, computer system, or computer network by an unauthorized person or persons, or by authorized person or persons in an unauthorized manner.
- X. “Unauthorized Use”** means the use of a computer, computer system, or computer network by a person unauthorized by the **Insured** or a person authorized by the **Insured** who uses the computer, computer system, or computer network for a purpose not intended by the **Insured**.
- Y. “Website”** means the software, content or other materials accessible via the **Internet** at a designated Uniform Research Locator address.
- Z. “Wrongful Act(s)”** means any actual or alleged negligent act, error, omission or breach of duty, committed or allegedly committed by any **Insured** or person for whom the **Named Insured** is legally liable, solely in the performance of **Professional Services**.

SECTION III. - EXCLUSIONS

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

- A.** Arising out of, resulting from, or in any way related to:
1. The conduct of the **Insured** or at the **Insured’s** direction that is intentional, willful, dishonest, criminal, malicious, fraudulent or that constitutes a willful violation of any statute or regulation. However, this exclusion shall not apply to: (a) strictly vicarious liability of any **Insured** for the intentional, willful, dishonest, criminal, malicious, or fraudulent conduct of another **Insured** or for the conduct of another **Insured** that constitutes a willful violation of any statute or regulation; or (b) **Claim Expenses** incurred until there is a final adjudication, non-appealable judgment or binding arbitration decision against the **Insured**, or admission by an **Insured**, establishing such dishonest, criminal, malicious, or fraudulent conduct, or a plea of *nolo contendere* or no contest regarding such conduct; however, where the **Insured’s** acts are found to be intentional, willful, dishonest, criminal, malicious, fraudulent, or in willful violation of any statute or regulation, the **Insured** shall reimburse the Company for all **Claim Expenses** incurred;
 2. The gaining by any **Insured** of any profit, remuneration or advantage to which such **Insured** was not legally entitled. However, this exclusion shall not apply to **Claim Expenses** incurred until there is a final adjudication, non-appealable judgment, binding arbitration, or decision against the **Insured** that the **Insured** received a profit, remuneration or advantage to which the **Insured** was not legally entitled; however, where the **Insured** is found to have gained such illegal profit, remuneration or advantage, the **Insured** shall reimburse the Company for all **Claim Expenses** incurred;

3. Any delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time;
4. The performance of **Professional Services** by any **Insured** in their capacity as an employee, owner, partner, stockholder, director or officer of any entity which is not defined as **Named Insured, Affiliate** or **Subsidiary**;
5. A breach of any express warranty, guaranty or representation, or breach of any other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill based upon applicable industry standards;
6. The guarantee of the availability of funds, or specified rate of return or interest;
7. Any actual or alleged acts, errors or omissions of:
 - a. Any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative of such person;
 - b. Any violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act of 1988, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, or any amendment to the foregoing; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory or common law; or any violation of any order, ruling or regulation issued pursuant to any of such federal or state laws;
 - c. Any pension, health care, welfare, profit sharing, mutual or investment plans, funds or trusts, or any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA), or any amendment thereto; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory or common law; or any violation of any ruling or regulation issued pursuant to any such federal or state laws; or
 - d. Any **Bodily Injury**, sickness, disease, or death of any employee of the **Insured** arising out of and in the course of employment by the **Insured**, or any obligation for which the **Insured** or any insurer may be liable under any worker's compensation, unemployment compensation, employers liability, or disability benefit law, or any such similar law, regulation, or ordinance, or the failure by the **Insured** to comply with any such statutes or any obligations thereunder;
8. Any actual or alleged discrimination of any kind, including but not limited to discrimination based on age, color, race, gender, creed, national origin, marital status, sexual orientation, disability or pregnancy;
9. Any actual or alleged act, error or omission or breach of duty by any director or officer of the **Named Insured** or any **Subsidiary** in the discharge of their duty if the **Claim** is brought by the **Named Insured**, a **Subsidiary**, or any directors, officers, stockbrokers, or employees of the **Named Insured** or a **Subsidiary** in his or her capacity as such;
10. The insolvency or bankruptcy of any **Insured** or of any other entity, including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;
11. Any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), or any amendment thereto; any similar federal law; any similar law of any state, province or other jurisdiction, whether such law is statutory, regulatory, or common law; or any violation of any ruling or regulation issued pursuant to any such federal or state laws;
12. Any **Professional Services** performed by any **Insured** who is not licensed or certified to perform such **Professional Services** if such licensing or certification is required by law;

13. Any **Wrongful Acts** or **Personal Injury** involving:

- a. The inaccurate, inadequate, or incomplete description of the price of goods, products, or services;
- b. Cost guarantees, cost representations, contract price estimates of probable costs or cost estimates actually or allegedly exceeded;
- c. The failure of goods, products or services to conform with any represented quality or performance contained in advertising; or
- d. The actual or alleged gambling, contest, lottery, promotional game or other game of chance;

14. Any **Damages** from:

- a. Asbestos, or any materials containing asbestos in any form or quantity;
- b. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind. The Company has no duty to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly arises out of, or results from, or in any way relates to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores, or mycotoxins of any kind;
- c. The existence, emission or discharge of any electromagnetic field, nuclear reaction, electromagnetic radiation, electromagnetism, radiation or contamination, under any circumstances, regardless of cause; or
- d. The actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize **Pollutants**;

15. Any disputes involving the **Insured's** fees or charges;

16. Actual or alleged infringement of intellectual property rights, including without limitation plagiarism, piracy or misappropriation of ideas or trade secrets, infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name in connection with the **Professional Services** of the **Insured**;

17. Any services except those **Professional Services** identified on the **DECLARATIONS PAGE**, including but not limited to services as an accountant, actuary, architect, engineer, attorney, tax preparer, tax consultant, real estate appraiser, real estate broker, real estate agent, securities broker, securities dealer, registered representative of a securities broker or dealer, financial planner, title agent, nurse, doctor of medicine, veterinary medicine, dentistry, or podiatry;

18. **Bodily Injury** or **Property Damage**;

19. Any **Wrongful Acts** or **Personal Injury** involving:

- a. Electronic data processing services performed or data processing equipment used on behalf of any client by any **Insured**, except such services or equipment which are incidental to and part of the Named Insured's Profession as listed in Item 3. of the **DECLARATIONS PAGE**;
- b. The mechanical or electrical failure, malfunction, or breakdown of computer hardware or non-customized commercially available computer software products;

- c. The actual or alleged failure of any **Insured**, or of any of the **Insured's** products to prevent **Unauthorized Access** or **Unauthorized Use** of any electronic system or program; or
 - d. The **Unauthorized Access** or **Unauthorized Use** of or tampering with data or systems; or
20. The actual or alleged failure to procure or maintain adequate insurance or bonds.

B. Made by or brought on behalf of any:

- 1. Business enterprise or entity that wholly or partly owns the **Insured** or which to any extent controls, operates or manages the **Insured**, or in which an **Insured** has greater than 10% ownership, or which is controlled, operated, or managed by an **Insured**, or of which any **Insured** was a principal, partner, managing member, officer, director or employee of such business enterprise or entity; or
- 2. **Insured** against any other **Insured**.

SECTION IV. - INNOCENT INSURED

The Company agrees that **SECTION III - EXCLUSIONS** paragraphs **A.1.** and **A.2.** shall not apply to any **Insured** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of any of the conduct described in these two Exclusions.

SECTION V. - TERRITORY

- A.** The insurance afforded by this Policy applies worldwide, provided the **Claim** is brought and maintained in the United States of America, its territories or possessions, Puerto Rico or Canada.
- B.** All monetary terms of this Policy are in United States of America dollars ("U.S. Dollars"). If judgment is rendered, settlement is denominated, or another element of **Damages** or **Claim Expenses** is stated in a currency other than U.S. Dollars, payment under this Policy shall be made in U.S. Dollars at a rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon, or the element of **Damages** or **Claim Expenses** is due, respectively.

SECTION VI. - LIMITS OF LIABILITY

A. Limit of Liability – Each Claim

The total liability of the Company for **Damages** for each **Claim** first made against one or more **Insureds** and reported to the Company during the **Policy Period** or the Extended Reporting Period, if exercised, shall not exceed the Limits of Liability as stated in Item 4. A. of the **DECLARATIONS PAGE**, as applicable to Each **Claim**. There shall be a separate Each **Claim** Limit of Liability applicable to **Claim Expenses** equal to the Each **Claim** Limit of Liability for **Damages**.

B. Limit of Liability – Aggregate

Subject to **SECTION IV. – LIMITS OF LIABILITY**, paragraph **A.** the total liability of the Company shall not exceed the Limit of Liability in the Aggregate as stated in Item 4. B. of the **DECLARATIONS PAGE**, for all **Damages** arising out of all **Claims** first made against the **Insureds** and reported to the Company during the **Policy Period** or the Extended Reporting Period, if exercised. There shall be a separate Limit of Liability in the Aggregate applicable to **Claim Expenses** for all **Claims** equal to the Limit of Liability in the Aggregate for **Damages**.

C. Deductible

1. The Deductible amount, as stated in Item 5. of the **DECLARATIONS PAGE**, shall be paid by the **Named Insured** and shall be applicable to each **Claim** and shall include **Damages** and **Claim Expenses**, whether or not **Damages** payments are made.
2. Such amounts shall be paid by the **Named Insured** within ten (10) days after written demand is made by the Company to the **Named Insured** for payment. The total payments requested from the **Named Insured** in respect of each **Claim** shall not exceed the Deductible as stated in Item 5. of the **DECLARATIONS PAGE**.

D. Deductible Credits

1. If a **Claim** is settled without litigation, arbitration, **Mediation** or court mandated proceedings, the Deductible, as stated in Item 5. of the **DECLARATIONS PAGE**, for such **Claim** will be reduced by seventy-five percent (75%) or ten thousand dollars (\$10,000.00), whichever is less.
2. If the **Named Insured** and the Company agree to the use of **Mediation** and a **Claim** is settled at that **Mediation**, the deductible for such **Claim** will be reduced by fifty-percent (50%) or ten thousand dollars (\$10,000.00), whichever is less.

E. Multiple Insureds, Claims and Claimants

The inclusion of more than one **Insured** in any **Claim** or the making of **Claims** by more than one person or organization shall not operate to increase the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE**. More than one **Claim** arising out of a single **Wrongful Act** or **Personal Injury** or a series of related **Wrongful Acts** or **Personal Injuries** shall be considered a single **Claim**. All such **Claims**, whenever made, shall be treated as a single **Claim**. Such single **Claim**, whenever made, shall be deemed to be first made on the date on which the earliest **Claim** arising out of such **Wrongful Act** or **Personal Injury** is made against an **Insured**.

SECTION VII. - CLAIMS

A. Notice of Claims

1. In the event a **Claim** is made against an **Insured**, the **Insured** shall, as a condition precedent to coverage under this Policy, provide written notice and forward to the Company during the Policy Period or the Extended Reporting Period, if exercised, every demand, notice, or other related document, which conveys an intention to hold the **Insured** responsible for any **Wrongful Act** or **Personal Injury**;
2. In the event a civil law suit or arbitration proceeding is brought against the **Insured**, the **Insured** shall, as a condition precedent to coverage under this Policy, provide immediate written notice and forward to the Company every service of suit, notice of arbitration proceeding, summons, subpoena or complaint, which conveys an intention to hold the **Insured** responsible for any **Wrongful Act** or **Personal Injury**;
3. Written notice of any **Claim** against any **Insured**, as well as of each demand or suit against the **Insured**, shall be delivered to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Fax: 866-914-3151
or
gstarclaims@generalstar.com
Attn: Professional Liability Claims

B. Notice of Potential Claims

1. If during the **Policy Period**, or the Extended Reporting Period, if exercised, any **Insured** first becomes aware, or has reasonable grounds to suspect, that an **Insured** has committed or may have committed a specific **Wrongful Act** or **Personal Injury** for which coverage is otherwise provided hereunder, then the **Insured** shall provide written notice to the Company, containing the information listed below. If such written notice is received by the Company during the **Policy Period**, or the Extended Reporting Period, if exercised, then any **Claim** subsequently made against the **Insured** arising out of such actual or alleged **Wrongful Act** or **Personal Injury** shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is received by the Company.
2. It is a condition precedent to the coverage for any future **Claim** afforded by **SECTION VII – CLAIMS**, paragraph **B.** that written notice is given to the Company containing the following information:
 - a. The specific **Wrongful Act** or **Personal Injury**;
 - b. The date on which the **Wrongful Act** or **Personal Injury** took place;
 - c. The injury or **Damage**, which has or may result from such **Wrongful Act** or **Personal Injury**;
 - d. The identity of any injured persons or organization subject to such injury or **Damage**; and
 - e. The circumstances by which the **Insured** first became aware of or suspected such **Wrongful Act** or **Personal Injury**.
3. If during the **Policy Period** the **Insured** provides such written notice of a specific **Wrongful Act** or **Personal Injury** pursuant to the above, which is reasonably expected to result in a **Claim** within the scope of coverage of this Policy, the Company at its option, may investigate such specific **Wrongful Act** or **Personal Injury**.

C. Assistance and Cooperation of the Insured

1. The **Insured** shall cooperate with the Company and, without expense to the Company, other than expense reimbursement provided in **SECTION I – COVERAGES**, paragraph **C. Coverage Extensions** shall:
 - a. Provide to the Company copies of documents and any other items held by or available to the **Insured**, which relate to any **Claim**, **Wrongful Act**, **Personal Injury**, transaction or other events which may have given, or may give, rise to the **Claim**;
 - b. Submit to examination and interview by a representative of the Company, under oath if requested;
 - c. Attend hearings, depositions and trials;
 - d. Assist in effecting settlement, securing and providing evidence, obtaining the attendance of witnesses in the conduct of suits;
 - e. Provide written statements to the Company's representatives, and meet with such representatives for purpose of investigation or defense; and
 - f. Further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment, which the **Insured** may have.
2. The **Insured** shall not, with respect to any **Claim** covered under this Policy, except at their own cost, make any payment, admit liability, settle, assume any obligation, agree to arbitration or any similar means of resolution of any dispute, waive any rights or incur **Claim Expenses** without the

Company's prior written consent, such consent not to be unreasonably withheld. Any costs and expenses incurred by the **Insured** prior to the **Insured** giving written notice of the **Claim** to the Company shall be borne solely by the **Insured** and will not constitute reduction or satisfaction of the Deductible or the applicable Limits of Liability as stated in the **DECLARATIONS PAGE**.

D. False or Fraudulent Claims

If any **Insured** commits fraud in reporting any **Claim** or seeking coverage, this insurance shall become void as to such **Insured** from the date such fraudulent **Claim** is reported.

SECTION VIII. - EXTENDED REPORTING PERIOD

- A.** If the **Named Insured** non-renews this Policy or cancels this Policy pursuant to **SECTION IX. – OTHER CONDITIONS**, paragraph **A. 1.**, or if the Company non-renews this Policy or cancels this Policy pursuant to **SECTION IX – OTHERS CONDITIONS**, paragraph **A. 2.** or **3.** for reasons other than nonpayment of a premium or deductible or non-compliance with the terms and conditions of this Policy, then the **Named Insured** shall have the right upon payment of an additional premium, to extend the coverage granted under this Policy for the period of months stated in Item 9. of the **DECLARATIONS PAGE**, to apply to:
- 1. Claims** first made against an **Insured** and reported to the Company in accordance with **SECTION VIII – EXTENDED REPORTING PERIOD**, paragraph **A.** of the Policy during the period of months as elected, for any **Wrongful Act** or **Personal Injury**, which occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy; and
 - 2. Disciplinary Proceeding** first initiated against an **Insured** and reported to the Company in accordance with **SECTION I – COVERAGES**, paragraph **C. 1.** of the Policy during the period of months as elected, for any **Wrongful Act** or **Personal Injury**, which occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- B.** This extended period of coverage as elected by the **Named Insured** and described in this Section shall be referred to in this Policy as the Extended Reporting Period.
- C.** If this Policy is immediately succeeded by similar claims made insurance coverage, which its **Retroactive Date** is the same as or earlier than that as stated in Item 6. of the **DECLARATIONS PAGE** of this Policy, the succeeding insurance shall be deemed to be a renewal hereof, and the **Named Insured** shall have no right to purchase an Extended Reporting Period.
- D.** The quotation of a different premium, deductible or Limits of Liability for any renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.
- E.** As a condition precedent to the right to purchase the Extended Reporting Period, the **Named Insured** must have paid: (1) all Deductibles when due pursuant to **SECTION VI – LIMITS OF LIABILITY**, paragraph **C.**; (2) all premiums due for the **Policy Period**; and (3) all premium and deductible(s) due on any other policies issued by the Company or any of its affiliated companies in any uninterrupted series of policies of which this Policy is a renewal or replacement, or which it succeeds in time. The right to purchase the Extended Reporting Period shall terminate unless a written notice, as stated in Item 9. of the **DECLARATIONS PAGE** of this Policy, of such election for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or non-renewal together with payment of the additional premium for the Extending Reporting Period. If such written notice of request and payment of additional premium for the Extending Reporting Period are not received by the Company within the thirty (30) day period, there shall be no right to purchase the Extended Reporting Period at a later date.
- F.** In the event of the purchase of the Extended Reporting Period the entire premium therefore shall be fully earned at its commencement.

- G.** The Extended Reporting Period shall not in any way increase the Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE** and the Limits of Liability applicable to such Extended Reporting Period shall be the remaining available Limits of Liability as stated in Item 4. of the **DECLARATIONS PAGE** of the expiring Policy.

SECTION IX. - OTHER CONDITIONS

A. Cancellation and Nonrenewal

1. This Policy may be cancelled by the first **Named Insured** on behalf of all **Insureds** by mailing to the Company written notice, stating when thereafter such cancellation shall be effective. If cancelled by the first **Named Insured**, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
2. This Policy may be cancelled by the Company by mailing to the first **Named Insured**, at the address stated in Item 2. of the **DECLARATIONS PAGE**, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Company cancels this Policy because the **Named Insured** has failed to pay a premium for the **Policy Period** or Deductible pursuant to **SECTION VI – LIMITS OF LIABILITY** paragraph **C.**, when due, including premium or deductible(s) due on any other policies issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this Policy is a renewal or replacement, this Policy may be cancelled by the Company by mailing written notice of cancellation to the first **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice, and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Such notice shall be conclusive on all **Insureds**. Delivery of such written notice by the first **Named Insured** or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.
3. The Company may nonrenew this Policy by mailing or delivering to the first **Named Insured** at the address stated in Item 2. of the **DECLARATIONS PAGE** written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

B. Representations

By acceptance of this Policy, the **Insureds** agree as follows:

1. That the information and statements contained in the **Application** are the basis of this Policy and are incorporated into and constitute part of this Policy; and
2. That the information and statements contained in the **Application** are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this Policy, and that this Policy is issued in reliance upon the truth of such representations.

C. Entire Agreement

This Policy, the **DECLARATIONS PAGE**, the **Application** and any written endorsements attached hereto shall be deemed to be a single unitary contract.

D. Other Insurance

If any **Claim** or **Wrongful Act** or **Personal Injury** covered under this Policy is insured by another valid policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is

written specifically excess of this Policy by reference to the Policy Number indicated on the **DECLARATIONS PAGE**.

E. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this Policy and shall not estop the Company from asserting any right under the terms of the Policy. The terms of this Policy shall not be waived or changed, except by written endorsement issued to form a part of this Policy, and this Policy embodies all agreements existing between the **Insureds** and the Company or any of its agents, relating to this insurance. No change in or modification of interest under this Policy shall be effective except when made by written endorsement, signed by an authorized representative of the Company.

F. Assignment of Interest

No assignment of interest under this Policy shall be effective or bind the Company, except when made by written endorsement, signed by an authorized representative of the Company.

G. Subrogation

In the event of any payment by the Company under this Policy, the Company shall be subrogated to the right of recovery of all **Insureds** to the extent of such payment. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insureds** shall do nothing to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of **Insured**. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an **Insured** in connection with any **Claim** brought about or contributed to by an intentional, willful, dishonest, criminal, fraudulent act or omission of such **Insured** or by an act or omission of such **Insured** that constitutes a willful violation of any statute or regulation.

H. Acquisitions and Creations

If during the **Policy Period** the **Named Insured** acquires or creates a **Subsidiary** entity, such entity shall be considered an **Insured** under this Policy for a period of 90 days from the date of the acquisition or creation, but only for **Wrongful Acts** or **Personal Injuries** committed after the date of acquisition or creation. Coverage beyond 90 days will apply only if:

1. The **Named Insured** provides written notice of such acquisition or creation to the Company;
2. The **Named Insured** provides the Company with all necessary and requested information;
3. The **Insured** accepts any special terms, conditions, exclusions, or additional premium charges as may be required by the Company; and
4. The Company, at its sole discretion, agrees to provide such coverage.

I. Action Against the Company

1. No action shall lie against the Company unless, as a condition precedent thereto, the **Insured** shall have complied fully with all of the terms and conditions of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment against the **Insured** after actual trial or written agreement of the **Insured**, the claimant and the Company.
2. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

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

J. Authorization

By acceptance of this Policy, the first **Named Insured** is designated and shall act on behalf of all **Insureds** with respect to the giving and receiving of all notices to and from the Company as provided herein, including the exercising of the Extended Reporting Period; the cancellation of this Policy in whole or in part; the payment when due of premiums and deductibles; and the receiving of any return premiums that may become due under this Policy.

K. Service of Suit

It is agreed that in the event of the Company's failure to pay any amount claimed to be due hereunder, the Company, at the **Named Insured's** request, will submit to the jurisdiction of any Court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this provision constitutes a waiver of the Company 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 of America or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Company by certified mail, return receipt requested, addressed to the Company in care of its Corporate Secretary, Attention: Legal Department, General Star Indemnity Company, 120 Long Ridge Road, Stamford, CT 06902. In any suit instituted under this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-referenced Corporate Secretary, or his designee, is authorized and directed to accept service of process on behalf of the Company in any such suit or upon the request of the **Named Insured** to give a written undertaking to the **Named Insured** that it will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or such other Insurance Department representative, or such other governmental officer, such as the Secretary of State, 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 the Company's behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the Company's Corporate Secretary as the person to whom the said Insurance Department representative is authorized to mail such process or a true copy thereof.

IN WITNESS THEREOF, the Company has caused this Policy to be signed by its President and Secretary, but this Policy shall not be valid unless countersigned on the **DECLARATIONS PAGE** by a duly authorized representative of the Company.

GENERAL STAR <insert name> COMPANY



Secretary



President