

PROFESSIONAL LIABILITY COVERAGE FORM

PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY.

**THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE.
CLAIMS EXPENSES ARE INCLUDED WITHIN THE DEDUCTIBLE AMOUNT AND THE LIMITS OF
INSURANCE WILL BE REDUCED BY CLAIMS EXPENSES.**

Various provisions in this coverage form restrict coverage. This is limited insurance. Read the entire coverage form carefully to determine rights, duties and what is and is not covered.

Throughout this coverage form the words "you", "your" or "named insured" refer to the entity(ies) identified in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage form. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES

PROFESSIONAL LIABILITY

1. Insuring Agreement

A. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of any "claim" that results from a "professional services incident" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" because of any "claim" that results from a "professional services incident" to which this insurance does not apply. We may, at our discretion, investigate any "professional services incident" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" and "claims expenses" is limited as described in Section III – Limits Of Insurance and Deductible; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "claims expenses".

No other obligation or liability to pay sums or perform acts or services is covered.

B. This insurance applies to a "claim" that results from a "professional services incident" only if:

- (1) The "professional services incident" takes place in the "coverage territory";
- (2) The "professional services incident" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and
- (3) A "claim" for "damages" because of the "professional services incident" is first made against any insured, in accordance with Paragraph C. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

C. A "claim" by a person or organization seeking "damages" will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any "insured" or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.A. above.

All "claims" for "damages" that result from a "professional services incident" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those "claims" is made against any insured.

All "claims" for "damages" that result from a "professional services incident" causing loss to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

A. Expected Or Intended Injury

That results from:

- (1) Any act, error, omission, injury or "damages" expected or intended from the standpoint of the insured, or

(1) Any dishonest, fraudulent, malicious or knowingly wrongful act, error or omission.

B. Contractual Liability

Based upon or arising out of the liability of others assumed by the insured in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement and that results from a "professional services incident".

C. Prior or Pending Claims

That results from any act, error or omission;

(1) That any insured, prior to the beginning of the policy period for this insurance, could have reasonably foreseen may give rise to a "claim"; or

(2) For which notice of a "claim", an incident or a "professional services incident" has been provided to any insurer prior to the beginning of the policy period for this insurance

D. Workers' Compensation and Similar Laws

Based upon or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

E. Employer's Liability

Based upon, as a consequence of or arising out of injury or damage to an "employee", "executive officer", partner, director or officer of the insured.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

F. Aircraft, Auto Or Watercraft

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading of property into, onto or from an aircraft, watercraft, rolling stock or "auto".

G. Damage To Property

Arising out of, or in any way related to, injury or damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

H. Officer Or Employee

That results from any act, error or omission by any insured as:

(1) An officer, director, partner, trustee or employee, or as temporary or leased staff, of a:

(a) Business enterprise or other organization not named in the Declarations; or

(b) Pension, welfare, profit sharing, mutual or investment fund or trust;

(2) A public official or an employee of a governmental body, subdivision or agency; or

(3) A fiduciary under:

(a) The Employment Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto; or

(b) Any other employee benefit plan.

I. Geotechnical Engineering, Testing of Construction Materials and Other Services

This insurance does not apply to any "claim", based upon, as a consequence of or arising out of any act, error or omission in rendering, or failing to render, any of the following services:

(1) Foundation engineering, design or assessment;

(2) Slope stability engineering, design or assessment;

(3) Seismic engineering, design or assessment;

(4) Soil compaction studies or assessment; or

- (5) Testing of Construction Materials, unless done for the sole purpose of determining the presence, condition or absence of pollutants by or on behalf of the Named Insured.

J. Insurance and Bonds

That results from any act, error or omission in:

- (1) Advising with respect to, or interpreting;
- (2) Requiring or failing to require; or
- (3) Failing to obtain or maintain,
any form of insurance, suretyship or bond, either with respect to you or any other entity or company.

K. Intentional Acts

Arising out of any insured's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body either before or after coverage inception.

L. Health And Cosmetic Services

That results from any act, error or omission in:

- (1) Rendering, or failing to render, medical, surgical, dental, x-ray, or nursing service or treatment, including;
 - (a) Related furnishing of food or beverages;
 - (b) Any health service or treatment;
 - (c) Any cosmetic or tonsorial service or treatment;
 - (d) Any medical laboratory service or treatment.
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (3) The handling or treatment of dead bodies, including autopsies, organ donation or other related procedures.

M. Faulty Workmanship

Based upon, arising out of or for any loss, cost or expense incurred to withdraw, recall, inspect, repair, replace, adjust, remove or dispose of "your work". This includes, but is not limited to, the cost to investigate "your work", or the cost of any materials, parts, labor or equipment furnished in connection with such withdrawal, recall, inspection, repair replacement, adjustment, removal or disposal.

N. Other Insured

Against an insured by any other insured under this insurance.

This exclusion does not apply to a person or organization who would not be an insured under this policy except for an endorsement to this policy adding them as an additional insured.

O. Other Enterprises

That results from any act, error or omission by any business enterprise or organization that is:

- (1) Not named in the Declarations; and
- (2) Owned, operated or managed by:
 - (a) An insured or its parent company; or
 - (b) An affiliate, successor or assignee of an insured or its parent company.

This exclusion does not apply to any organization which you newly acquire or form that the named insured has at least fifty percent (50%) or more of the outstanding stock or ownership interest and

- (1) The named insured advises us within thirty (30) days of your acquiring or forming such organization, and
- (2) There shall be no coverage for any act, error or omission arising prior to the named insured advising us of such organization.

P. Expressed or Implied Warranties

Based upon, as a consequence of or arising out of:

- (1) Any expressed or implied warranties or guarantees, or
- (2) Any cost or other estimates for construction, renovation, removal or demolition being exceeded or inaccurate.

However, this exclusion does not apply to a warranty or guaranty by you that your "professional services" are in conformity with generally accepted architectural or engineering standards.

Q. Securities Violation

Based upon, as a consequence of or arising out of a violation of the Securities Act of 1933 as amended by the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes.

R. Failure To Complete Specifications

Based upon, as a consequence of or arising out of any failure to complete any drawings, specifications or schedules of specifications in a timely manner or within a prescribed period of time or the failure to act upon shop drawings on time, but this exclusion does not apply if such failure is the result of a negligent act, error omission in the drawings, specifications, schedules or shop drawings.

S. Criminal Fines, Penalties and Assessments.

Any criminal fines, criminal penalties or criminal assessments.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- A.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- B.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- C.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- D.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- E.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- A.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- B.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- A.** Insureds;
- B.** "Claims" made or "suits" brought; or
- C.** Persons or organizations making "claims" or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "damages" and "claims expenses".

3. Subject to 2. above, the Each Incident Limit is the most we will pay for the sum of all "damages" and "claims expenses" because of all "claims" arising out of any one "professional services incident".

4. Subject to 3. above, our obligation under this insurance to pay "damages" and "claims expenses" on behalf of the insured only applies in excess of the Deductible Amount shown in the Declarations for the sum of all "damages" and "claims expenses" because of all "claims" arising out of any one "professional services incident".

If we attempt to settle any "claim" by "mediation", the Deductible Amount shown in the Declarations shall be waived up to a maximum of \$25,000.00 if a principal of the insured is in attendance at the "mediation".

5. All "claims expenses" shall first be subtracted from the available Limits of Insurance under this Coverage Part, with the remainder, if any, being the amount available to pay "damages". If an available Limit of Insurance is exhausted prior to settlement or judgment of any pending "claim" or "suit", we shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.

6. If we have paid any amount as a result of this Coverage Part for "damages" or "claims expenses" in excess of the Limits of Insurance or within the Deductible Amount, you shall be liable to us for such amounts and, upon demand, shall pay such amounts to us. We shall not make any payment in excess of the Limits of Insurance without your consent.
7. We, at our sole election and option, may either:
 - A. Pay any part or all of the Deductible Amount to effect settlement of any "claim"; or
 - B. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible Amount, to be held and applied by us as herein provided.
8. The Limits of Insurance of this Coverage Part apply to the policy period as shown in the Declarations and to any extension or contraction of that policy period.

SECTION IV – CONDITIONS

1. Duties In The Event Of Act, Error, Omission, Claim Or Suit

- A. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the act, error or omission took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage that results from the act, error or omission.
- B. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) You must see to it that we receive written notice of the claim as soon as practicable.
- C. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- D. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

2. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

A. Excess Insurance

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

We will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

B. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. Endorsements To This Coverage Part

Reference to Professional Liability Coverage Part in any endorsement that is attached to or made a part of this Coverage Part, shall be understood to mean this Coverage Part.

SECTION V – EXTENDED REPORTING PERIODS

1. This section applies only if:
 - A. This Coverage Part is canceled or not renewed for any reason except non-payment of the premium, or any Deductible Amount, payable to us;; or
 - B. We renew or replace this Coverage Part with other Professional Liability insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply on a claims-made basis to “claims” that result from a “professional services incident”.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to “claims” that results from a “professional services incident”, only if the “professional services incident” did not occur before the Retroactive Date identified in the Declarations, or after the end of the policy period.
Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - A. One year with respect to “claims”:
 - (1) That results from a “professional services incident”; and
 - (2) If that professional services incident” is reported to and received by us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.A. of the Section IV – Duties In The Event Of Act. Error, Omission, Claim Or Suit;
 - B. Sixty days with respect to “claims” that results from a “professional services incident” not previously reported to and received by us.

The Basic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.

4. Neither the Basic Extended Reporting Period nor the Supplemental Extended Reporting Period reinstates or increases the Limits of Insurance.
5. A Supplemental Extended Reporting Period of twelve (12), twenty-four (24), thirty-six (36), forty-eight (48) or sixty (60) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

We must receive from you, a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- A. The exposures insured;
- B. Previous types and amounts of insurance;
- C. Limits of Insurance available under this Coverage Part for future payment of “damages”; and
- D. Other related factors.

Subject to a minimum premium, the additional premium for any Supplemental Extended Reporting Period shown below will not exceed the percentage shown next to it of the annual premium for this Coverage Part.

<u>Supplemental Extended Reporting Period</u>	<u>Percentage of Annual Premium</u>
12 months	50%
24 months	100%
36 months	125%
48 months	150%
60 months	200%

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VI – DEFINITIONS

1. "Auto" means:
 - A. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - B. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
2. "Claim" or "claims" means a request or a demand, including the institution of "suit" or arbitration proceedings against any insured, received by us and seeking the payment of "damages" by an insured.
3. "Claim expenses" means fees and expenses that are incurred by us, or by an attorney retained by us, in the investigation, settlement, defense or appeal of a "claim" or "suit". Such expenses include:
 - A. Reasonable expenses an insured incurs at our request while helping us to investigate or defend a "claim" or "suit", but we will not pay more than \$500 a day to any insured who attends as a witness at trial, deposition at which the company has requested the insured's attendance, or when such attendance is required by the court. The maximum amount payable for all such expenses shall not exceed \$5,000 as a total aggregate for the policy period.
 - B. If incurred by us, or by the insured with our written consent, costs taxed against the insured in the "suit", pre-judgment interest and post-judgment interest.
"Claim expenses" do not include salaries of our employees or our officials.
4. "Coverage territory" means:
 - A. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - B. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in A. above; or
 - C. All other parts of the world if:
 - (1) The "professional services incident" arises out of the activities of a person whose home is in the territory described in A. above, but is away for a short time on your business; or
 - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in A. above or in a settlement we agree to.
5. "Damages" means a judgment, award or settlement monetarily compensating a claimant for a "claim" covered by the terms and conditions of this policy and shall include "damages" based upon emotional distress.
"Damages" also includes any loss due to diminution in value or loss of use of land, property, or buildings, and shall include civil fines, penalties or assessments and, where allowable by law, punitive, exemplary, or multiple damages.
"Damages" does not include any of the following:
 - A. Restitution, reduction, disgorgement, setoff, return or payment of any form of any consulting fees or payments, or any other costs, expenses or charges;
 - B. Any loss of income or revenue to any insured, regardless of the cause or reason for the loss of income or revenue;
 - C. Any form of non-monetary judgments or relief, including, but not limited to, specific performance or any injunctive relief of any kind.
6. "Employee" includes a "leased worker" and a "temporary worker" working on behalf of and under direct supervision of you, but only for "your work".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
9. "Mediation" means the intervention of a neutral third party to effect resolution or closure of a "claim".
10. "Professional services" means those services stated in the Declarations as Professional Services;
 - A. That are performed by or for you in your practice as a consultant, engineer, architect, surveyor or testing laboratory;
 - B. For which you, or any person performing such services for you, are licensed where required by law; and
 - C. That are part of your usual and customary services.

11. "Professional services incident" means any negligent act, error or omission:
- A. In your rendering, or your failing to render, "professional services"; and
 - B. That results in injury or damage.
12. "Suit" means a civil proceeding in which "damages" because of any act, error or omission to which this insurance applies are alleged. "Suit" includes:
- A. An arbitration proceeding in which such "damages" are claimed and to which the "insured" must submit or does submit with our consent; or
 - B. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the "insured" submits with our consent.
13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
14. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
15. "Your work":
- A. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - B. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work" and
 - (2) The providing of or failure to provide warnings or instructions.