

(A STOCK INSURANCE COMPANY, HEREINAFTER REFERRED TO AS "THE COMPANY")

PROFESSIONAL LIABILITY INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY. NOTICE: THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR SUCH EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

DECLARATIONS

POLICY NUMBER:

RENEWAL OF:

ITEM 1. NAMED INSURED:

ITEM 2. ADDRESS:

ITEM 3. POLICY PERIOD:

INCEPTION DATE:

12:01 a.m. Standard Time

EXPIRATION DATE:

12:01 a.m. Standard Time

ITEM 4. LIMITS OF LIABILITY AND DEDUCTIBLE:

- a) \$ Each Claim, including Claim Expenses
- \$ Aggregate during the Policy Period, including Claim Expenses
- b) \$ Deductible per Claim

ITEM 5. POLICY PREMIUM:

\$ Total Premium + Surcharge

ITEM 6. RETROACTIVE DATE:

ITEM 7. EXTENDED REPORTING PERIOD:

Months for % of the Policy Premium

ITEM 8. PRODUCER:

ITEM 9. INSURED'S PROFESSION:

ITEM 10. PRIOR KNOWLEDGE RETROACTIVE DATE:

ITEM 11. ENDORSEMENTS ATTACHED:

ITEM 12. NOTICE TO THE COMPANY SHALL BE ADDRESSED TO:

Regular Mail (this is a claims address only):

RLI Insurance Company
PO Box 3961
Peoria, IL 61612-3961

UPS or FedEx:

RLI Insurance Company
Attention: Claim Department #7000
9025 North Lindbergh Drive
Peoria, IL 61615

Fax: 309-692-6796

BY ACCEPTANCE OF THIS POLICY, THE INSURED AGREES THAT THE STATEMENTS IN THE APPLICATION ARE REPRESENTATIONS, THAT THEY SHALL BE DEEMED MATERIAL AND THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH REPRESENTATIONS.

Dated: _____

Authorized Representative

The Declarations, along with the completed and signed application, policy and any endorsements, all attached hereto, shall collectively constitute the "policy."

NOTICE

This insurance is written on a claims made and reported basis and applies only to Claims first made against the Insured and reported in writing to the Company while this insurance is in force. Headings are descriptive only and do not create or limit coverage in any way.

I. INSURING AGREEMENTS

In consideration of the payment of premium, and subject to the exclusions and other terms of the policy, the Company agrees as follows with the Insured:

A. COVERAGE:

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages resulting from any Claim or Claims first made against the Insured and reported in writing to the Company as soon as practicable during the Policy Period:

1. by reason of any Wrongful Act committed by the Insured, or by any person for whom the Insured is legally liable;
2. because of Bodily Injury, Property Damage, or Personal Injury resulting directly from any Wrongful Act committed by the Insured, or by any person for whom the Insured is legally liable;

PROVIDED ALWAYS THAT such Wrongful Act occurs:

- a. during the Policy Period, or
- b. prior to the Policy Period but subsequent to the Retroactive Date shown in Item 6 of the Declarations.

B. DEFENSE AND SETTLEMENT:

With respect to such insurance as is afforded by this policy, subject to the Limits of Liability, the Company shall pay in excess of the Deductible:

1. Claim Expenses incurred in the defense of any Claim or suit against the Insured seeking damages to which this insurance applies even if such Claim or suit is groundless, false or fraudulent;
2. premiums on bonds to release attachments and appeal bonds. Such premiums are limited to that portion of the bond that does not exceed the Limits of Liability of this policy. The Company has no obligation to apply for, collateralize or furnish such bonds.
3. costs taxed against the Insured in any suit and expenses incurred by the Company;
4. post-judgment interest on that portion of the judgment which does not exceed the Company's Limits of Liability. The Company has no obligation to pay such interest after it has tendered to the Insured or paid such part of the judgment as does not exceed the Company's Limits of Liability.
5. reasonable expenses, other than loss of earnings, incurred by the Insured at the Company's request in assisting the investigation and defense of any Claim or suit.

All of the foregoing costs, charges and Claim Expenses are included in the Company's Limits of Liability stated in Item 4a of the Declarations. The Company's Limits of Liability shall be reduced or exhausted by such costs, charges or Claim Expenses. The Company shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the Limits of Liability of the policy. If there is a Deductible amount shown in the Declarations, any Claim Expenses incurred will be applied against the Deductible.

The Company, in the Insured's name and behalf, shall have the right and duty to investigate, defend and conduct settlement negotiations in any Claim or suit alleging a covered Wrongful Act.

The Company shall not settle any Claim without the consent of the Insured. Should the Insured refuse to consent to any settlement recommended by the Company and elect to contest the Claim, or continue any legal proceedings in connection with such Claim, the Company's liability for the Claim shall not exceed the amount in excess of the Insured's Deductible for which the Claim could have been settled, or the applicable Limits of Liability, whichever is less, including costs, expenses and Claim Expenses, incurred up to the date of such refusal.

The Insured shall not admit liability for, or make any voluntary settlement, or incur any costs or expenses in connection with any Claim involving payment by the Company except with the written consent of the Company.

The Company shall not be obligated to pay any amounts or to defend any suit after it's Limits of Liability have been exhausted.

II. DEFINITIONS

- A. **BODY INJURY**, means physical injury, sickness or disease sustained by a person, including death resulting from any of these. Bodily Injury also includes disability, mental anguish, or emotional distress resulting from Bodily Injury.
- B. **CLAIM**, means a written demand, service of suit, injunctive or declaratory relief, or institution of arbitration proceedings received by the Insured seeking Damages for a covered Wrongful Act committed by the Insured or any person for whom the Insured is legally liable.
- C. **CLAIM EXPENSES**, means:

- 1. fees charged by any lawyer designated by the Company after consulting with the Insured. However, the Company retains the sole right to select the lawyer(s);
- 2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Company.

However, "Claim Expenses" does not include remuneration or salary charges of regular employees of the Company or any supervisory counsel retained by the Company.

- D. **DAMAGES**, means any monetary damages for which an Insured is held legally liable and does not include:
 - 1. fines, sanctions, or statutory penalties;
 - 2. the return or restitution of fees, expenses, or costs for Professional Services rendered or to be rendered by the Insured; or
 - 3. any form of injunctive or declaratory relief, unless the Claim also seeks any monetary damages, for which an Insured is held legally liable.
- E. **ENTITY**, means any person, corporation, partnership, sole proprietorship, or other organization, whether an Insured or not, unless otherwise defined by endorsement.
- F. **INSURED**, means:
 - 1. the Named Insured, defined as the partnership or corporation (hereinafter known as the "Firm") or individual named in Item 1 of the Declarations;

2. any person who is not defined as Named Insured, but was, is now, or hereafter becomes, an officer, director, partner, or employee of the Firm. Such person is an Insured solely for those Professional Services rendered or which should have been rendered on behalf of such Firm.
3. the heirs, executors, administrators, assigns and legal representatives of each Insured in the event of death, incapacity or bankruptcy of the Insured solely as respects the liability of each Insured such as is otherwise covered in the policy.

G. PERSONAL INJURY, means:

1. malicious prosecution, abuse of process, false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy; or
2. the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

H. POLICY PERIOD, means the period from the inception date of this policy to the policy expiration date as set forth in the Declarations, or its earlier termination date. This period shall specifically exclude any Extended Reporting Period. If this period is less than or greater than one year, then the Limits of Liability specified in Item 4a of the Declarations shall be the Company's maximum Limits of Liability for the entire period.

I. PROFESSIONAL SERVICES, means the services rendered or that should have been rendered for others solely in the conduct of the Insured's Profession as stated in Item 9 of the Declarations, or as otherwise endorsed to this policy.

J. PROPERTY DAMAGE, means physical injury to tangible property, including the resulting loss of use of that property.

K. WRONGFUL ACT, means any alleged act, error or omission, misstatement, misleading statement, neglect or breach of duty committed solely in the performance of Professional Services.

III. LIMITS OF LIABILITY

Regardless of the number of Insureds under this policy, the number of persons or organizations sustaining injury or damage, or the number of Claims made, the Company's liability, including Claim Expenses is limited as follows:

A. EACH CLAIM - the most the Company will pay for all Damages and Claim Expenses arising out of the same Wrongful Act is the amount stated in Item 4a of the Declarations as "Each Claim." Any and all Claims based upon or arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any fact, or circumstance including any related facts or circumstances, that are logically or causally, connected by reason of any common fact, circumstance, transaction, casualty, event, or decision shall be considered a single Claim. Two or more Claims arising out of a single act, error or omission, or a series of related acts, errors or omissions as set forth herein, shall be treated as a single Claim. All such Claims, whenever made, shall be considered first made on the date on which the earliest Claim was first made.

B. AGGREGATE - the most the Company will pay for all Damages and Claim Expenses during this Policy Period plus the Extended Reporting Period, if purchased, is the amount shown in Item 4a of the Declarations as "Aggregate during the Policy Period."

The inclusion of more than one Insured in the making of a single Claim or the bringing of a single suit regarding the same act, error or omission shall not increase the Company's Limits of Liability. The making of Claims or the bringing of suits by more than one person or organization shall not increase the Company's Limits of Liability.

IV. EXCLUSIONS

This policy does not apply to any Claim:

- A. **CRIMINAL** - for any actual criminal act or omission committed by or at the direction of any Insured, or any actual intentional, dishonest, fraudulent or malicious act or omission committed by or at the direction of any Insured. This exclusion shall only apply if such criminal act or omission has been proven by final adjudication by a criminal, civil, or administrative panel, jury, court or arbitrator. However, nothing in the foregoing shall exclude coverage for any other Insured who has neither ratified, nor participated in committing, nor personally acquiesced in, nor remained passive after having personal knowledge of, such act or omission.
- B. **INSURED v. INSURED** - brought by an Insured, or brought by any Entity:
1. which is owned by, operated by or controlled by any Insured;
 2. which owns, operates or controls any Insured;
 3. in which any Insured is a director, officer, partner or principal stockholder; or
 4. who is a subcontractor or independent contractor of any Insured.
- C. **SECURITIES EXCHANGE COMMISSION (SEC)**- arising out of or related to any actual or alleged violation of
1. the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended;
 2. any state Blue Sky or securities law or similar state or federal statute; or
 3. any regulation or order issued pursuant to any of the foregoing statutes.
- D. **WORKERS COMPENSATION** - resulting from:
1. Bodily Injury (including any Claim of mental anguish or emotional distress with or without physical injury) or Personal Injury to any employee, subcontractor, or independent contractor of any Insured, arising out of employment or engagement by any Insured; or
 2. any obligation for which any Insured may be liable under any Workers' Compensation, Unemployment Compensation, Employers Liability, Disability Benefits or similar law.
- E. **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)** - for an actual or alleged violation of the obligations imposed by the Employee Retirement Income Security Act of 1974 or amendments thereto, or, similar provisions of any federal, state or local statutory law or common law.
- F. **MOBILE VEHICLES** - arising out of or relating to the ownership, maintenance, operation or use, including loading and unloading, of any watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind, including the entrustment of such motor vehicle, aircraft or watercraft.
- G. (1) **PRIOR ACTS** - for any fact or circumstance committed, or alleged to have been committed prior to the Retroactive Date stated in Item 6 of the Declarations. This includes any related or continuing facts or circumstances occurring before or after the Retroactive Date that are logically or causally connected by reason of any common fact, circumstance, transaction, casualty, event or decision.
- (2) **PRIOR KNOWLEDGE** - arising from a **WRONGFUL ACT** committed before the Prior Knowledge Retroactive Date stated in Item 10 of the Declarations, if on or before the Prior Knowledge Retroactive Date, the **INSURED** could have reasonably foreseen that such **WRONGFUL ACT** did or could result in a **CLAIM**. This includes any related or continuing facts or circumstances which occurred before or after the Prior Knowledge Retroactive Date that are logically or causally connected to such **WRONGFUL ACT** by reason of any common fact, circumstance, transaction, casualty, event or decision.

- H. **EMPLOYMENT-RELATED PRACTICES** - based upon, arising out of, or involving in any way, the actual or alleged violation of any federal, state or local law or statute or common law pertaining to unfair labor practices, discrimination, equal employment opportunity, sexual harassment or wrongful termination of employment. This includes, but is not limited to, claims based upon or arising out of breach of employment contract, refusal to employ, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or other employment-related practices or policies.
- I. **DISCRIMINATION** - based upon or arising out of any actual or alleged discrimination by any Insured on any basis, including, but not limited to, discrimination based upon race, color, creed, age, religion, sex, marital status, national origin, sexual orientation, disability or handicap.
- J. **CONTRACTS** - for liability assumed by an Insured under any contract or agreement unless such liability would have attached to the Insured by law, even in the absence of such contract or agreement.
- K. **PRODUCTS** - for any product(s) manufactured, sold or supplied by any Insured, or supplied by others under license from any Insured.
- L. **ASBESTOS** - directly or indirectly, arising from, based upon or related to:
1. asbestos or any asbestos-related injury or Damage;
 2. any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
 3. the use, exposure, presence, detection, removal, elimination or avoidance of asbestos in any environment, building, or structure.
- M. **POLLUTION** - which arises out of, relates to, or is based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material irritant or pollutant in or into the atmosphere, or on, onto, upon, in, or into the surface or the subsurface of:
1. soils;
 2. water or watercourses;
 3. objects;
 4. any tangible or intangible matter;
- whether sudden or not.

V. GENERAL CONDITIONS

A. POLICY TERRITORY:

The insurance afforded applies worldwide provided Claim is made and suit is brought against the Insured within the United States of America, its territories or possessions, or Canada.

B. EXTENDED REPORTING PERIODS:

In the event of the termination of this insurance by reason of nonrenewal or cancellation by the Insured or the Company, the Insured shall have the right to:

1. A 30 day period immediately following the termination date of this policy during which the Insured may report to the Company in writing Claims made against the Insured (such period to be hereinafter referred to as the Automatic Extended Reporting Period), subject to the remaining terms and conditions of this policy.

2. Purchase an Extended Reporting Period during which the Insured may report to the Company in writing Claims made against the Insured, subject to the remaining terms and conditions of this policy.
 - a. The Extended Reporting Period will commence on the effective date of such cancellation or nonrenewal and will be in effect for the period specified in Item 7 of the Declarations. The Extended Reporting Period will run concurrently with the Automatic Extended Reporting Period.
 - b. The Extended Reporting Period shall be effective only upon the payment of an additional premium, calculated as a percentage of the Policy Premium, as shown in Item 7 of the Declarations. At the commencement of the Extended Reporting Period, the entire premium shall be deemed fully earned and nonrefundable.
 - c. The Named Insured's right to purchase the Extended Reporting Period must be exercised by written notice postmarked not later than thirty (30) days after the cancellation or nonrenewal date of this policy. **THE NOTICE MUST INCLUDE PAYMENT OF PREMIUM FOR THE EXTENDED REPORTING PERIOD.**

The Automatic Extended Reporting Period and the Extended Reporting Period will provide that a Claim first made during these periods will be deemed to have been made on the last day of the Policy Period. The Automatic Extended Reporting Period or the Extended Reporting Period will not extend the Policy Period or reinstate or increase the Limits of Liability set forth in Item 4a of the Declarations.

The Automatic Extended Reporting Period and/or the Extended Reporting Period applies only to Claims arising out of a Wrongful Act covered under this policy. Such Wrongful Act giving rise to the Claim, covered by this policy, must be committed before the cancellation or nonrenewal date and after the Retroactive Date as stated in Item 6 of the Declarations.

The Insured shall have no right to the coverage provided by the Automatic Extended Reporting Period and no right to purchase the Extended Reporting Period, unless the Insured has complied with all terms and conditions of the policy and all outstanding premiums and deductibles have been paid.

C. DEDUCTIBLE:

The Company shall only be liable for Damages or Claim Expenses which are in excess of the Deductible specified in Item 4b of the Declarations. The Deductible shall apply to each Wrongful Act. The Deductible shall be borne by the Insured and shall remain uninsured. For purposes of the Deductible, Claims arising out of the same Wrongful Act or out of continuous, repeated or interrelated Wrongful Acts shall be considered as arising out of one Wrongful Act, and only one Deductible amount shall apply. The extent to which liability actually or allegedly attaches to an Insured shall not affect each Insured's responsibility for the assumption and prompt payment of the Deductible obligation of each Insured.

The Company may from time to time advance payments for Damages and Claim Expenses within the Deductible. Any amounts advanced within the Deductible shall, upon written demand by the Company, be paid by the Insured within 30 days. Each and every Insured shall be jointly and severally liable for the payment of such advances. The extent to which liability actually or allegedly attaches to an Insured for a Claim shall not affect each and every Insured's liability for the payment of such advances.

D. NOTICE OF POTENTIAL CLAIMS:

If, during the Policy Period, the Automatic Extended Reporting Period, or the Extended Reporting Period (if purchased) the Insured first becomes aware that an Insured has committed a specific Wrongful Act for which coverage is provided, and if the Insured, during any one of the above, gives written notice to the Company of:

1. the specific Wrongful Act;
2. the injury or Damage which has resulted or may result from such Wrongful Act; and
3. the circumstances by which the Insured first became aware of such Wrongful Act;

then any Claim which may be subsequently made against the Insured arising out of such Wrongful Act shall be deemed to have been made on the last day of the Policy Period.

E. INSURED'S DUTIES IN THE EVENT OF A CLAIM:

The Insured shall, as a condition precedent to its right to the protection of this policy:

1. give to the Company, as soon as practicable, written notice of (1) any Claim made against the Insured, or (2) the receipt of notice (written or verbal) or any threat of any intention to hold the Insured responsible for any Wrongful Act. Such written notice to the Company shall contain particulars sufficient to identify the Insured and also shall provide reasonably obtainable information with respect to the time, place and underlying circumstances of the Claim.
2. not admit any liability, make any payment, assume any obligation, or incur any expense related to such Claim, except with the prior written consent of the Company.
3. as soon as practicable forward to the Company every demand, notice, summons or other process received by it.
4. cooperate with the Company and upon the Company's request shall submit to examination by a representative of the Company under oath if required. The Insured shall attend hearings, depositions and trials. The Insured shall assist in the conduct of suits, effecting settlement, securing and giving evidence and obtaining the attendance of witnesses. The Insured shall also give a written statement or statements to the Company's representatives and shall meet with such representatives for the purpose of investigation and/or defense all without charge to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the Insured may have.
5. not demand or agree to arbitration of any Claim made against the Insured without the written consent of the Company and such consent shall not be unreasonably withheld.

F. NOTICE:

All notices under any provision of this policy shall be in writing and given by prepaid express courier or certified mail properly addressed to the appropriate party. Notice to the Insured shall be to the address as shown in Item 1 of the Declarations. Notices to the Company shall be given to the address as shown in Item 12 of the Declarations.

G. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any Entity, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights.

H. CHANGES:

Notice to any agent or knowledge possessed by any agent or by any other Entity shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy. The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.

I. ACTION AGAINST COMPANY:

No action shall lie against the Company unless the Insured shall have fully complied with all the terms of this policy; nor until the amount of the Insured's obligation to pay has been finally determined. Such determination shall be either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement, shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing in the 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. The Company shall not be impleaded by the Insured or its legal representative.

Notwithstanding any rights or limitations of liability for settling any Claim which are granted to the Company pursuant to Insuring Agreement I.B., should the Insured and the Company disagree as to the appropriateness or value of any statement or final disposition of any Claim which exceeds the Deductible, the matter shall be arbitrated following final adjudication or compromise of the Claim. The propriety of Claim Expenses incurred by the Company is not subject to arbitration. Either party may make written demand for arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Claim Expenses will be allocated in accordance with the procedures outlined in the policy, subject to the final decision rendered by the arbitrators relative to the appropriateness and value of the Claim(s). Notwithstanding the arbitration process, the Company shall only be liable for Damages, and/or Claim Expenses in excess of the Deductible, subject to the Limits of Liability as specified in Item 4a of the Declarations.

J. MERGERS, ACQUISITIONS, OR NEWLY FORMED ENTITIES

If, during the Policy Period, any Insured forms or acquires an Entity (by merger or otherwise) and, at the time of such transaction, the revenues so acquired are ten percent (10%) or less of the total revenues reported to the Company in the Insured's most recent application, the definition of the term "Insured," shall automatically be amended to include such Entity ("Automatic Insured"). However, the coverage provided to the Automatic Insured shall not apply to any Claim arising out of any Wrongful Act occurring before the effective date of such transaction.

If during the Policy Period, any Insured forms or acquires an Entity (by merger or otherwise) and, at the time of such transaction, the revenues so acquired exceed ten percent (10%) of the total revenues reported to the Company in the Insured's most recent application, the Company shall have the option, but not the obligation, of amending the definition of the term "Insured," to include such Entity ("Proposed Insured"). However, no coverage shall be afforded under this Policy for any Claim in any way involving the Proposed Insured unless:

1. the Insured gives the Company notice of such transaction as soon as possible, but in no event later than sixty (60) days after the effective date of the transaction;
2. the Insured gives the Company such information regarding the transaction as the Company requests; and
3. the Insured accepts any terms, conditions, exclusions, limitations, and additional premium as the Company, at its sole discretion, imposes.

If coverage is provided under this Policy for Proposed Insureds, such coverage shall not apply to any Claim arising out of any Wrongful Act occurring before the later of the effective date of the transaction, or the effective date of coverage under this Policy for the Proposed Insured, as set forth in an endorsement issued to extend coverage to such Entity.

K. CANCELLATION OR NONRENEWAL:

This policy may be canceled by the Named Insured by surrender thereof to the Company at its address as shown in in Item 12 of the Declarations or by mailing to the aforementioned written notice stating when thereafter such cancellation shall be effective. If canceled by the Insured, the Company shall retain the customary short rate proportion of the premium. The policy may be canceled by the Company by mailing to the Insured at the Insured's address, shown in the Declarations, written notice stating when, not less than 60 days thereafter, such cancellation shall be effective, except for non-payment of premium or Deductible. If canceled 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.

In the event the Insured fails to pay the premium or Deductible when due, the Company may cancel this policy by mailing notice to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

In the event the Company refuses to renew this policy, the Company shall mail to the Named Insured, not less than sixty (60) days prior to the expiration of the policy, written notice of nonrenewal. Such notice shall be conclusive on all Insureds.

The mailing of notice of cancellation or nonrenewal as aforementioned shall be sufficient notice and the effective date of cancellation or nonrenewal stated in any notice shall become the termination of the Policy Period. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing.

L. CONFORMITY TO STATUTES:

Any term of this policy which is in conflict with the statutes of the state wherein this policy is issued is hereby amended to conform to such statutes.

M. FIRST NAMED INSURED:

If there is more than one Insured covered by this policy, the first Named Insured shall act for all Insureds. Notice of cancellation or nonrenewal will be sent only to the first Named Insured and will serve as notice to all Insureds.

N. ASSIGNMENT:

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

O. OTHER INSURANCE:

This insurance shall be excess over any other valid insurance available to the Insured whether such insurance is stated to be primary, contributory, pro rata or otherwise. This does not apply to insurance which is purchased by the Insured specifically to apply in excess of this insurance.

P. REPRESENTATIONS:

By accepting this policy, the Insured agrees:

1. that the statements in the application for insurance, and the statements in all supplementary information provided to the Company are accurate and complete;
2. this policy and any attached endorsements, together with the completed and signed application and all supplementary information provided to the Company, which shall be deemed to be incorporated herein, shall constitute the contract and embodies all of the agreements existing between the Insured and the Company;
3. the intentional misrepresentation of any matter by the Insured or the Insured's agent will render the policy null and void and relieve the Company of all liability.

Q. FALSE OR FRAUDULENT CLAIMS:

If any Insured shall commit fraud in presenting any Claim(s), this insurance shall become void as to such Insured from the date such fraudulent Claim is presented. The Company shall, however, provide a defense for such Claim and such Insured unless or until a final judgment adverse to the Insured shall establish fraud occurred as an essential element of the cause of action so adjudicated.

THIS POLICY IS SIGNED FOR THE COMPANY BY ITS AUTHORIZED OFFICERS. IT IS COUNTERSIGNED ON THE DECLARATIONS, WHERE REQUIRED BY LAW, BY A DULY AUTHORIZED AGENT OF THE COMPANY.

Camille J. Hansey
SECRETARY

Joseph E. Michael
PRESIDENT

SUBJECT MATTER