

SERFF Tracking Number: TRVE-125672213 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-04-0014
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Professional Liability Rewrite SERFF Tr Num: TRVE-125672213 State: Arkansas

Form Filing 2008-04-0014

TOI: 17.0 Other Liability - Claims
Made/Occurrence

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0000 Other Liability Sub-TOI
Combinations

Co Tr Num: 2008-04-0014

State Status: Fees verified and
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith
Roberts

Authors: Socorro Armstrong,
Theresa Lavenburg, Michelle Smith
Cotto, Sonia Worrell, Timothy
Bengston, Celina Caez

Disposition Date: 08/07/2008

Effective Date Requested (New): 11/08/2008

Effective Date Requested (Renewal): 02/01/2009

Date Submitted: 06/02/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Professional Liability Rewrite Form Filing 2008-04-0014 Status of Filing in Domicile:

Project Number: 2008-04-0014

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/07/2008

State Status Changed: 06/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your jurisdiction, we are submitting this filing to introduce the following four new products that will be available through our Travelers 1st

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Choice policy.

- Accountants Professional Liability Coverage
- Design Professionals Liability Coverage
- Lawyers Professional Liability Coverage
- Real Estate Services Professional Liability Coverage

This new product suite is designed in a professional liability modular format, which means that each coverage part – customized to meet the needs of the specific professional liability market segment – is coupled with the Professional Liability Terms and Conditions and a Declarations page to form the policy. This format allows for creation of additional professional liability coverage parts in the future, which could easily be added to the portfolio, and ensures consistency between each class of business in the portfolio.

Please refer to the enclosed Form Listing for further details on individual forms. Please note that our applications for these new products are still being developed and they will be filed under separate cover at a later date.

Company and Contact

Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst MSMITHCO@travelers.com
 One Tower Square (860) 277-2345 [Phone]
 Hartford, CT 06183 (860) 235-4951[FAX]

Filing Company Information

Travelers Casualty and Surety Company of America	CoCode: 31194	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
2S2B		
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-0179 ext. [Phone]	FEIN Number: 06-0907370	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Travelers Casualty and Surety Company of America	\$50.00	06/02/2008	20609956

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/07/2008	08/07/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07/01/2008	07/01/2008	Michelle Smith Cotto	07/24/2008	07/24/2008

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Disposition

Disposition Date: 08/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	AR response	Approved	Yes
Form	Professional Liability Terms and Conditions	Approved	Yes
Form	Reduced Limits of Coverage Endorsement-Wrongful Acts Committed Prior to the Limits of Coverage Increase Date	Approved	Yes
Form	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	Approved	Yes
Form	Specified Client, Contract, or Project Additional Limit Endorsement	Approved	Yes
Form	Defense Expenses In Addition To The Limits Endorsement	Approved	Yes
Form	Reduced Limits of Coverage Endorsement - Professional Services for Specific Persons or Entities - Defense Expenses In Addition to the Limits of Coverage	Approved	Yes
Form	Reduced Limits of Coverage Endorsement - Professional Service For Specific Persons or Entities - Defense Expenses Within the Limits of Coverage	Approved	Yes
Form	Reduced Limits of Coverage Endorsement - Specific Professional Services - Defense Expenses In Addition to the Limits of Coverage	Approved	Yes
Form	Reduced Limits of Coverage Endorsement - Specific Professional Services - Defense Expenses Within the Limits of Coverage	Approved	Yes
Form	Damages Only Deductible Endorsement	Approved	Yes
Form	Specified Person or Entity Exclusion	Approved	Yes

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Endorsement

Form	Professional Services for Any Specified Person Or Entity Exclusion Endorsement	Approved	Yes
Form	Specified Services Exclusion Endorsement	Approved	Yes
Form	Limitation Of Claims Made Coverage Period Endorsement	Approved	Yes
Form	Delete Predecessor Firm From Insured and Insured Person Definitions Endorsement	Approved	Yes
Form	Specified Persons or Entities Exclusion Endorsement	Approved	Yes
Form	Delete Independent Contractor from Insured Person Definition Endorsement	Approved	Yes
Form	Coverage Territory Limitation Endorsement	Approved	Yes
Form	Office or Staff Sharing Exclusion Endorsement	Approved	Yes
Form	Damages Re-Defined To Not Include Punitive or Exemplary Damages Endorsement	Approved	Yes
Form	Amended Settlement Endorsement	Approved	Yes
Form	Professional Services Extension Endorsement	Approved	Yes
Form	Notice of Cancellation Endorsement	Approved	Yes
Form	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	Approved	Yes
Form	Specified Person or Entity Endorsment	Approved	Yes
Form	Policy Changes Endorsement	Approved	Yes
Form	Named Insured Continuation Endorsement	Approved	Yes
Form	Amended Defintion of Insured to Include Coverage for Vicarious Liability Endorsement	Approved	Yes
Form	Additional Named Insured With Scheduled Retroactive Date and	Approved	Yes

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Knowledge Date Endorsement

Form	Individual Named Insured with Limited Prior Acts Coverage Endorsement	Approved	Yes
Form	Specified Person or Entity With Limited Prior Acts Coverage Endorsement	Approved	Yes
Form	Named Individual Extended Reporting Period Endorsement	Approved	Yes
Form (revised)	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT - ARKANSAS	Approved	Yes
Form	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT - ARKANSAS	Approved	Yes
Form	Policy Extension Endorsement	Approved	Yes
Form	Option To Request A Named Individual Extended Reporting Period Endorsement	Approved	Yes
Form	Amended Definition of Policy Year Endorsement	Approved	Yes
Form	Additional Defense Coverage Endorsement	Approved	Yes
Form	Professional Services Amendatory Endorsement	Approved	Yes
Form	Specified Predecessor Firm Exclusion Endorsement	Approved	Yes
Form	Accountants Professional Liability Coverage Declarations	Approved	Yes
Form	Accountants Professional Liability Coverage	Approved	Yes
Form	Securities Practice Exclusion Endorsement	Approved	Yes
Form	Franchisors Endorsement	Approved	Yes
Form	Enrolled Agents Endorsement	Approved	Yes
Form	Life and Health Insurance Agent Endorsement	Approved	Yes
Form	Registered Representative Endorsement	Approved	Yes
Form	Design Professionals Liability Coverage	Approved	Yes

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Declarations

Form	Design Professionals Liability Coverage	Approved	Yes
Form	Amended Settlement Endorsement	Approved	Yes
Form	Bodily Injury and Property Damage Exclusions Endorsement	Approved	Yes
Form	Bodily Injury Exclusion Endorsement	Approved	Yes
Form	Property Damage Exclusion Endorsement	Approved	Yes
Form	Specified Predecessor Firm Exclusion Endorsement	Approved	Yes
Form	Notice Provisions Endorsement	Approved	Yes
Form	At Risk Construction Management Exclusion Endorsement	Approved	Yes
Form	Specified Project Exclusion Endorsement	Approved	Yes
Form	Amended Retroactive Date and Knowledge Date For Specified Projects Endorsement	Approved	Yes
Form	Specified Person Coverage Extention Endorsement	Approved	Yes
Form	Specified Person or Entity As Insured Endorsement	Approved	Yes
Form	Design Build Exclusion Endorsement	Approved	Yes
Form	Separately Insured Projects Exclusion Endorsement	Approved	Yes
Form	Specified Project Deductible Gap Coverage Endorsement	Approved	Yes
Form	Amended Retroactive Date After One Year	Approved	Yes
Form	Amended Design or Manufacture of Sold Or Supplied Goods or Products Endorsement	Approved	Yes
Form	Amended Contract Liability Exclusion Endorsment	Approved	Yes
Form	Specified Named Insured With Limited Coverage For Specified Project or Contract Endorsement	Approved	Yes

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Form	Pollution Liability Endorsement	Approved	Yes
Form	Specified Project Deductible Endorsement	Approved	Yes
Form	Lawyers Professional Liability Coverage Declarations	Approved	Yes
Form	Lawyers Professional Liability Coverage	Approved	Yes
Form	Mutual Choice of Defense Counsel Endorsement	Approved	Yes
Form	Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured Endorsement	Approved	Yes
Form	Specified Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured Endorsement	Approved	Yes
Form	Fee Collection and Fee Dispute Exclusion Endorsement	Approved	Yes
Form	Insurance Provided Under Any Other Insurance Policy Issued by the Company or Any Affiliated Companies Endorsement	Approved	Yes
Form	Delete Title Agent From Professional Services Definition Endorsement	Approved	Yes
Form	Described Legal Services Exclusion Endorsement	Approved	Yes
Form	Claims By Any Insured Against Another Insured Exclusion Endorsement	Approved	Yes
Form	Handling of Funds Exclusion Endorsement	Approved	Yes
Form	Director, Officer, Manager Exclusion Endorsement	Approved	Yes
Form	Amend Equity Threshold Exclusion Endorsement	Approved	Yes
Form	Replace Section V. Exclusions Endorsement	Approved	Yes
Form	Amend Directors and Officers Capacity Exclusion Endorsement	Approved	Yes
Form	Delete Independent Contractor from	Approved	Yes

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Insured Person Definition Endorsement

Form	Amended Criminal, Dishonest, Fraudulent, Or Malicious Conduct Exclusion Endorsement	Approved	Yes
Form	DRI Purchasing Group Endorsement	Approved	Yes
Form	Real Estate Services Professional Liability Coverage Declarations	Approved	Yes
Form	Real Estate Services Professional Liability Coverage	Approved	Yes
Form	Sale of Certain Constructed Or Developed Property Endorsement	Approved	Yes
Form	Total Owned Property Exclusion Endorsment	Approved	Yes
Form	Revised Owned Property Exclusion Endorsment	Approved	Yes
Form	Real Estate Appraisers Endorsement	Approved	Yes
Form	AON Realty Purchasing Group Endorsement	Approved	Yes
Form	AON Realty Purchasing Group Reduced Deductible Endorsement	Approved	Yes
Form (revised)	Arkansas Required Endorsement	Approved	Yes
Form	Arkansas Required Endorsement	Approved	Yes
Form	AR required	Approved	Yes
Form	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT - ARKANSAS	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/01/2008

Submitted Date 07/01/2008

Respond By Date

Dear Michelle Smith Cotto,

This will acknowledge receipt of the captioned filing.

Please reference II. Limits, A. 1. C., in Form PTC-1—1 Ed. 11-08, page 1, which states “the company maximum limit of liability for all Damages and Defense Expenses for all claims during the Auto ERP or Optional ERP...will not exceed the remaining...coverage limits for the last policy year in effect at the time is policy is cancelled or not renewed”. This provision does not comply with AR Code Anno. 23-79-306 (6) which states the limit must be the greater of the amount remaining or reinstated to 50% of the expiring policy aggregate.

Please confirm, therefore, that form PTC-2041 Ed. 11-08 “Optional Extended Reporting Period with Reinstatement of Limits Endorsement – Arkansas” is mandatory for this coverage form and any other form in which this language might appear in this form filing.

Please refer to the policy declarations for Accountants Professional Liability Coverage Form APL-1000 Ed. 11-08, Design Professionals, DPL-1000, Lawyers PR, LPL 1000 and Real Estate Services, RPL-1000. These declarations contain a statement which is in conflict within itself of the “Important Note” of the declarations and also the “Important Note” of the coverage form. It is stated, “The limit of liability available to pay will be reduced by defense expenses”. The next paragraph states “will be reduced by defense expenses up to 50%. This sentence appears to “cap” the reduction of limits at 50%, whereas the preceding paragraph does not, nor does the notice in each respective coverage form. Please explain the intent and clarify the language accordingly.

Also, to contain defense within the limits, please confirm that this coverage will be written on limits of no less than \$1,000,000 and that a signed consent form will be executed by the insured, pursuant to AID Order 2007-046.

With reference to Form PTC-2018, Ed 11-08, Punitive damages must be defined as “those damages imposed to punish a wrongdoer and to deter others from similar conduct” pursuant to AR Code Anno. 23-79-307 (8).

With reference to the AR Amendatory PTC-3003 Ed. 11-08, please remove the second paragraph of B. which states ...the Optional Extended Reporting Period will not take effect unless the Named insured has fulfilled all other duties

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and complied with all condition and requirements under the policy... These ERPs are mandatory by law and may not be refused unless policy is terminated by flat cancellation back to the effective date due to fraud, misrepresentation, or non payment of premium.

Please feel free to contact me if you have questions.

Sincerely,
 Edith Roberts

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 07/24/2008
 Submitted Date 07/24/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Please see the below attached; our responses are in blue or easier reference. Thanks.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: AR response

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS	PTC 2041 Ed. 11-08		Endorsement/Amendment/Conditions	New		0	

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**ENDORSEMENT -
 ARKANSAS**

Previous Version

OPTIONAL	PTC 2041	Endorsement/AmendmentNew	0	PTC 2041
EXTENDED	Ed. 11-08	/Conditions		Optional
REPORTING PERIOD				Extended
WITH				Reporting
REINSTATEMENT OF				Period
LIMITS				with
ENDORSEMENT -				Reinstatement of
ARKANSAS				Limits
				Endorsement -
				Arkansas.
				pdf

Arkansas Required	PTC-3003	Endorsement/AmendmentNew	0	
Endorsement	Ed. 11-08	/Conditions		

Previous Version

Arkansas Required	PTC-3003	Endorsement/AmendmentNew	0	PTC 3003
Endorsement	Ed. 11-08	/Conditions		Arkansas

AR required	PTC 3003	Endorsement/AmendmentNew		PTC 3003
		/Conditions		Arkansas

OPTIONAL	PTC 2041	Endorsement/AmendmentNew		PTC 4021
EXTENDED		/Conditions		Defense
REPORTING PERIOD				Exepnses
WITH				Within
REINSTATEMENT OF				Limits
LIMITS				Consent
ENDORSEMENT -				Form.pdf
ARKANSAS				

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Professional Liability Terms and Conditions	PTC 1001	Ed. 11-08	Policy/Coverage Form		0.00	PTC 1001 Professional Liability Terms and Conditions.pdf
Approved	Reduced Limits of Coverage Endorsement-Wrongful Acts Committed Prior to the Limits of Coverage Increase Date	PTC 2000	Ed. 11-08	Endorsement/New Amendment/Conditions		0.00	PTC 2000 Reduced Limits of Coverage Endorsement-Wrongful Acts Committed Prior To the Limits of Coverage Increase Date.pdf
Approved	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	PTC 2001	Ed. 11-08	Endorsement/New Amendment/Conditions		0.00	PTC 2001 Reduced Limits of Coverage Endorsement-Known Wrongful Acts.pdf
Approved	Specified Client, Contract, or Project Additional Limit Endorsement	PTC 2002	Ed. 11-08	Endorsement/New Amendment/Conditions		0.00	PTC 2002 Specified Client, Contract, or Project

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Approved	Description	PTC	Ed.	Endorsement/Condition	Amount	Additional Limit Endorsement.pdf
Approved	Defense Expenses In Addition To The Limits Endorsement	PTC 2003	Ed. 11-08	Endorsement New nt/Amendment/Conditions	0.00	PTC 2003 Defense Expenses in Addition to the Limits Endorsement.pdf
Approved	Reduced Limits of Coverage Endorsement - Professional Services for Specific Persons or Entities - Defense Expenses In Addition to the Limits of Coverage	PTC 2004	Ed. 11-08	Endorsement New nt/Amendment/Conditions	0.00	PTC 2004 Reduced Limits of Coverage Endorsement - Professional Services for Specific Persons or Entities - Defense Expenses In Addition to the Limits of Coverage Endorsement.pdf
Approved	Reduced Limits of Coverage Endorsement - Professional Service For Specific Persons or Entities - Defense Expenses Within the Limits of Coverage	PTC 2005	Ed. 11-08	Endorsement New nt/Amendment/Conditions	0.00	PTC 2005 Reduced Limits of Coverage Endorsement - Professional Services For Specific Persons or Entities - DWL.pdf
Approved	Reduced Limits of Coverage	PTC 2006	Ed. 11-08	Endorsement New nt/Amendment	0.00	PTC 2006 Reduced

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	Endorsement - Specific Professional Services - Defense Expenses In Addition to the Limits of Coverage	PTC 2007 Ed. 11-08	ent/Condi tions	0.00	Limits of Coverage Endorsemen t - Specific Professional Services - DOL.pdf
Approved	Reduced Limits of Coverage Endorsement - Specific Professional Services - Defense Expenses Within the Limits of Coverage	PTC 2007 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	PTC 2007 Reduced Limits of Coverage Endorsemen t - Specific Professional Services - DWL.pdf
Approved	Damages Only Deductible Endorsement	PTC 2008 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	PTC 2008 Damages Only Deductible Endorsemen t.pdf
Approved	Specified Person or Entity Exclusion Endorsement	PTC 2009 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	PTC 2009 Specified Person or Entity Exclusion Endorsemen t.pdf
Approved	Professional Services for Any Specified Person Or Entity Exclusion	PTC 2010 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	PTC 2010 Prof. Services for Specified Person or

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Endorsement				Entity
Approved	Specified Services Exclusion Endorsement	PTC 2011 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2011 Specified Professional Services Exclusion.pdf
Approved	Limitation Of Claims Made Coverage Period Endorsement	PTC 2012 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2012 Limitation of Claims Made Coverage Period.pdf
Approved	Delete Predecessor Firm From Insured and Insured Person Definitions Endorsement	PTC 2013 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2013 Delete Predecessor Firm from Insd and InsPerson def.pdf
Approved	Specified Persons or Entities Exclusion Endorsement	PTC 2014 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2014 Specified Person or Entites Exclusion.pdf
Approved	Delete Independent Contractor from Insured Person Definition Endorsement	PTC 2015 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2015 Delete Independent Contractor From Insured Person Definition.pdf
Approved	Coverage Territory Limitation	PTC 2016 Ed. 11-08	Endorsement/Amendment/Conditions	PTC 2016 Coverage Territory

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 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

	Endorsement		ons		Limitation.pdf
Approved	Office or Staff Sharing Exclusion Endorsement	PTC 2017 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2017 Office or Staff Sharing Exclusion .pdf
Approved	Damages Re-Defined To Not Include Punitive or Exemplary Damages Endorsement	PTC 2018 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2018 Damages Re-defined to not include punitives.pdf
Approved	Amended Settlement Endorsement	PTC 2019 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2019 Amend Settlement end.pdf
Approved	Professional Services Extension Endorsement	PTC 2020 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2020 Professional Services Extension.pdf
Approved	Notice of Cancellation Endorsement	PTC 2021 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2021 Notice of Cancellation.pdf
Approved	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	PTC 2022 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2022 Reduced Limits of Coverage Endorsement-Known Wrongful Acts.pdf
Approved	Specified Person or Entity Endorsment	PTC 2024 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	PTC 2024 Specified Person or

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

			ons		Entity Endorsemen t.pdf
Approved	Policy Changes Endorsement	PTC 2025 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	PTC 2025 Policy Changes Endorsemen t.pdf
Approved	Named Insured Continuation Endorsement	PTC 2026 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	PTC 2026 Named Insured Continuation Endorsemen t.pdf
Approved	Amended Defintion of Insured to Include Coverage for Vicarious Liability Endorsement	PTC 2027 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	PTC 2027 Amended Definition of Insured to Include Coverage for Vicarious Liability Endorsemen t.pdf
Approved	Additional Named Insured With Scheduled Retroactive Date and Knowledge Date Endorsement	PTC 2028 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	PTC 2028 Additional Named Insured with Scheduled Retroactive Date and Knowledge Date Endorsemen t.pdf
Approved	Individual Named Insured with	PTC 2029Ed.	Endorseme New nt/Amendm	0.00	PTC 2029 Individual

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

	Limited Prior Acts 11-08 Coverage Endorsement		ent/Condi ons		Named Insured with Limited Prior Acts Coverage Endorsement.pdf
Approved	Specified Person or Entity With Limited Prior Acts Coverage Endorsement PTC 2030 Ed. 11-08		Endorseme nt/Amendm ent/Condi ons	0.00	PTC 2030 Specified Person or Entity with Limited Prior Acts Coverage Endorsement.pdf
Approved	Named Individual Extended Reporting Period Endorsement PTC 2031 Ed. 11-08		Endorseme nt/Amendm ent/Condi ons	0.00	PTC 2031 Named Individual Extended Reporting Period Endorsement.pdf
Approved	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT - ARKANSAS PTC 2041 Ed. 11-08		Endorseme nt/Amendm ent/Condi ons	0.00	
Approved	Policy Extension Endorsement PTC 2034 Ed. 11-08		Endorseme nt/Amendm ent/Condi ons	0.00	PTC 2034 Policy Extension Endorsement.pdf

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approved	Option To Request A Named Individual Extended Reporting Period Endorsement	PTC 2035 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	PTC 2035 Option To Request A Named Individual Extended Reporting Period Endorsement.pdf
Approved	Amended Definition of Policy Year Endorsement	PTC 2036 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	PTC 2036 Amended Definition of Policy Year Endorsement.pdf
Approved	Additional Defense Coverage Endorsement	PTC 2037 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	PTC 2037 Additional Defense Coverage Endorsement.pdf
Approved	Professional Services Amendatory Endorsement	PTC 2038 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	PTC 2038 Professional Services Amendatory.pdf
Approved	Specified Predecessor Firm Exclusion Endorsement	PTC 2039 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	PTC 2039 Specified Predecessor Firm Exclusion.pdf
Approved	Accountants Professional Liability Coverage Declarations	APL 1000 Ed. 11-08	Declaration	New	0.00	APL 1000 Accountants Professional Liability

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approval	Product	Policy	Description	Amount	Attachment
Approved	Accountants Professional Liability Coverage	APL 1001 Ed. 11-08	Policy/Coverage Form	0.00	Coverage Declarations.pdf APL 1001 Accountants Professional Liability Coverage.pdf
Approved	Securities Practice Exclusion Endorsement	APL 2000 Ed. 11-08	Endorsement/Conditions	0.00	APL 2000 Securities Practice Exclusion Endorsement.pdf
Approved	Franchisors Endorsement	APL 2001 Ed. 11-08	Endorsement/Conditions	0.00	APL 2001 Franchisors Endorsement.pdf
Approved	Enrolled Agents Endorsement	APL 2002 Ed. 11-08	Endorsement/Conditions	0.00	APL 2002 Enrolled Agents Endorsement.pdf
Approved	Life and Health Insurance Agent Endorsement	APL 2003 Ed. 11-08	Endorsement/Conditions	0.00	APL 2003 Life and Health Agent Endorsement.pdf
Approved	Registered Representative Endorsement	APL 2004 Ed. 11-08	Endorsement/Conditions	0.00	APL 2004 Registered Representative Endorsement.pdf
Approved	Design Professionals	DPL 1000 Ed. 11-08	Declaration New s/Schedule	0.00	DPL 1000 Design

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Liability Coverage Declarations					Professional s Liability Coverage Declarations.pdf
Approved	Design Professionals Liability Coverage	DPL 1001 Ed. 11-08	Policy/Coverage Form	0.00	DPL 1001 Design Professionals Liability Coverage.pdf
Approved	Amended Settlement Endorsement	DPL 2000 Ed. 11-08	Endorsement/Conditions	0.00	DPL 2000 Amended Settlement Endorsement.pdf
Approved	Bodily Injury and Property Damage Exclusions Endorsement	DPL 2001 Ed. 11-08	Endorsement/Conditions	0.00	DPL 2001 Bodily Injury and Property Damage Exclusions Endorsement.pdf
Approved	Bodily Injury Exclusion Endorsement	DPL 2002 Ed. 11-08	Endorsement/Conditions	0.00	DPL 2002 Bodily Injury Exclusion Endorsement.pdf
Approved	Property Damage Exclusion Endorsement	DPL 2003 Ed. 11-08	Endorsement/Conditions	0.00	DPL 2003 Property Damage Exclusion Endorsement.pdf
Approved	Specified Predecessor Firm Exclusion	DPL 2004 Ed. 11-08	Endorsement/Conditions	0.00	DPL 2004 Specified Predecessor

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Endorsement	ons	Firm
Approved Notice Provisions DPL 2005 Endorsement Ed. 11-08	Endorsement New nt/Amendm ent/Condi ons	0.00 DPL 2005 Notice Provisions Endorsemen t.pdf
Approved At Risk DPL 2006 Construction Ed. 11-08 Management Exclusion Endorsement	Endorsement New nt/Amendm ent/Condi ons	0.00 DPL 2006 At Risk Construction Management Exclusion Endorsemen t.pdf
Approved Specified Project DPL 2008 Exclusion Ed. 11-08 Endorsement	Endorsement New nt/Amendm ent/Condi ons	0.00 DPL 2008 Specified Project Exclusion Endorsemen t.pdf
Approved Amended DPL 2009 Retroactive Date Ed. 11-08 and Knowledge Date For Specified Projects Endorsement	Endorsement New nt/Amendm ent/Condi ons	0.00 DPL 2009 Amended Retroactive Date and Knowledge Date For Specified Projects Endorsemen t.pdf
Approved Specified Person DPL 2010 Coverage Ed. 11-08 Extention Endorsement	Endorsement New nt/Amendm ent/Condi ons	0.00 DPL 2010 Specified Person Coverage Extension Endorsemen

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approved	Specified Person or Entity As Insured Endorsement	DPL 2011 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	t.pdf DPL 2011 Specified Person or Entity as Insured Endorsement t.pdf
Approved	Design Build Exclusion Endorsement	DPL 2012 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	DPL 2012 Design Build Exclusion Endorsement t.pdf
Approved	Separately Insured Projects Exclusion Endorsement	DPL 2013 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	DPL 2013 Separately Insured Projects Exclusion Endorsement t.pdf
Approved	Specified Project Deductible Gap Coverage Endorsement	DPL 2014 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	DPL 2014 Specified Project Deductible Gap Coverage Endorsement t.pdf
Approved	Amended Retroactive Date After One Year	DPL 2015 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	DPL 2015 Amended Retroactive Date After One Year.pdf
Approved	Amended Design or Manufacture of Sold Or Supplied	DPL 2016 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	DPL 2016 Amended Design or

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

	Goods or Products Endorsement		ons			Manufacture of Sold or Supplied Goods or Products Endorsement.pdf
Approved	Amended Contract Liability Exclusion Endorsment	DPL 2017 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	DPL 2017 Amended Contract Liability Exclusion Endorsement.pdf
Approved	Specified Named Insured With Limited Coverage For Specified Project or Contract Endorsement	DPL 2018 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	DPL 2018 Specified Named Insured With Limited Coverage For Specified Project Or Contract Endorsement.pdf
Approved	Pollution Liability Endorsement	DPL 2019 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	DPL 2019 Pollution Liability Endorsement.pdf
Approved	Specified Project Deductible Endorsement	DPL 2020 Ed. 11-08	Endorsement/Amendment/Conditions	New	0.00	DPL 2020 Specified Project Deductible Endorsement.pdf

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approved	Lawyers Professional Liability Coverage Declarations	LPL 1000 Ed. 11-08	Declaration New s/Schedule	0.00	LPL 1000 Lawyers Professional Liability Coveraeg Declarations. pdf
Approved	Lawyers Professional Liability Coverage	LPL 1001 Ed. 11-08	Policy/CoveNew rage Form	0.00	LPL 1001 Lawyers Professional Liability Coverage.pdf
Approved	Mutual Choice of Defense Counsel Endorsement	LPL 2000 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LPL 2000 Mutual Choice of Def. Counsel.pdf
Approved	Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured Endorsement	LPL 2001 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LPL 2001 Lawyers Before They Became Partners Shareholder s or Employees of the Named Insured.pdf
Approved	Specified Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured	LPL 2002 Ed. 11-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LPL 2002 Specified Lawyers Before They Became Partners Shareholder s or

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Endorsement					Employees of the Named Insured.pdf
Approved	Fee Collection and Fee Dispute Exclusion Endorsement	LPL 2003 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	LPL 2003 Fee Collection and Dispute Exclusion.pdf
Approved	Insurance Provided Under Any Other Insurance Policy Issued by the Company or Any Affiliated Companies Endorsement	LPL 2004 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	LPL 2004 Insurance Provided Under Any Other Insurance Policy Issued By the Company.pdf
Approved	Delete Title Agent From Professional Services Definition Endorsement	LPL 2005 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	LPL 2005 Delete Title Agent from Prof. Services Definition.pdf
Approved	Described Legal Services Exclusion Endorsement	LPL 2006 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	LPL 2006 Described Legal Services Excl End.pdf
Approved	Claims By Any Insured Against Another Insured Exclusion Endorsement	LPL 2007 Ed. 11-08	Endorsement/Amendment/Conditions	0.00	LPL 2007 Claims By Any Insured Against Another

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approval	Description	Policy	Effective Date	Endorsement/Condition	Amount	File Name
Approved	Handling of Funds Exclusion Endorsement	LPL 2008 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2008 Handling of Funds Exclusion.pdf
Approved	Director, Officer, Manager Exclusion Endorsement	LPL 2009 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2009 Director, Officer, Manager exclusion.pdf
Approved	Amend Equity Threshold Exclusion Endorsement	LPL 2010 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2010 Amend Equity Threshold Exclusion.pdf
Approved	Replace Section V. Exclusions Endorsement	LPL 2011 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2011 Replace Section V. Exclusions.pdf
Approved	Amend Directors and Officers Capacity Exclusion Endorsement	LPL 2012 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2012 Amend Directors and Officers Capacity Exclusion.pdf
Approved	Delete Independent Contractor from Insured Person Definition Endorsement	LPL 2013 Ed. 11-08		Endorsement/Conditions	0.00	LPL 2013 Delete Independent Contractor From Insured

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Approved	Amended	LPL 2014	Endorseme New	0.00	Person Definition.pdf
	Criminal, Dishonest, Fraudulent, Or Malicious Conduct Exclusion Endorsement	Ed. 11-08	nt/Amendment/Conditions		LPL 2014 Amended Criminal, Dishonest, Fraudulent, or Malicious Conduct Exclusion Endorsement.pdf
Approved	DRI Purchasing Group Endorsement	LPL 2015 Ed. 11-08	Endorseme New nt/Amendment/Conditions	0.00	LPL 2015 DRI Purchasing Group Endorsement.pdf
Approved	Real Estate Services Professional Liability Coverage Declarations	RPL 1000 Ed. 11-08	Declaration New s/Schedule	0.00	RPL 1000 Real Estate Services Professional Liability Coverage Declarations.pdf
Approved	Real Estate Services Professional Liability Coverage	RPL 1001 Ed. 11-08	Policy/Coverage New Form	0.00	RPL 1001 Real Estate Services Professional Liability Coverage.pdf
Approved	Sale of Certain Constructed Or Developed Property	RPL 2000 Ed. 11-08	Endorseme New nt/Amendment/Conditions	0.00	RPL 2000 Sale of Certain Constructed

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Endorsement					or
Approved	Total Owned Property Exclusion Endorsment	RPL 2001 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	RPL 2001 Total Owned Property Exclusion Endorsemen t.pdf
Approved	Revised Owned Property Exclusion Endorsment	RPL 2002 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	RPL 2002 Revised Owned Property Exclusion.pd f
Approved	Real Estate Appraisers Endorsement	RPL 2003 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	RPL 2003 Real Estate Appraisers Endorsemen t.pdf
Approved	AON Realty Purchasing Group Endorsement	RPL 2004 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	RPL 2004 AON Realty Purchasing Group Endorsemen t.pdf
Approved	AON Realty Purchasing Group Reduced Deductible Endorsement	RPL 2005 Ed. 11-08	Endorseme New nt/Amendm ent/Condi ons	0.00	RPL 2005 AON Realty Puchasing Group Reduced Deductible Endorsemen t.pdf
Approved	Arkansas	PTC-3003	Endorseme New	0.00	

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

	Required Endorsement	Ed. 11-08	nt/Amendm ent/Condi ons	
Approved	AR required	PTC 3003	Endorseme New nt/Amendm ent/Condi ons	PTC 3003 Arkansas 1108.pdf
Approved	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMEN T OF LIMITS ENDORSEMENT - ARKANSAS	PTC 2041	Endorseme New nt/Amendm ent/Condi ons	PTC 4021 Defense Exepnses Within Limits Consent Form.pdf

PROFESSIONAL LIABILITY TERMS AND CONDITIONS

Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

These Professional Liability Terms and Conditions apply to the **Professional Liability Coverage**. If any provision in these Professional Liability Terms and Conditions is inconsistent with or in conflict with any provision of the **Professional Liability Coverage**, the provisions of the **Professional Liability Coverage** will control.

I. DEDUCTIBLE

The first **Named Insured** will bear uninsured the amount of any applicable Deductible.

The Company's obligation to pay **Damages** and **Defense Expenses** applies only to the amount of **Damages** and **Defense Expenses** which are in excess of the applicable Deductible for each **Claim** amount set forth in ITEM 5 of the Declarations. The Company may, at its discretion, pay all or part of any Deductible amount on behalf of the first **Named Insured**, and in such event, the first **Named Insured** agrees to repay the Company any amounts so paid.

If ITEM 5 of the Declarations indicates that a Deductible applies for all **Claims**, the **Insured's** obligation to pay **Damages** and **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the Deductible amount for all **Claims** set forth in ITEM 5 of the Declarations. If there is no Deductible amount shown for all **Claims**, the first **Named Insured** will be responsible for the each **Claim** amount for each and every **Claim**, without further limitation regardless of how often it applies.

II. LIMITS

A. Professional Liability Coverage Limits

1. Professional Services and Network and Information Security Offenses Coverage Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that results from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits for each **Claim** set forth in ITEM 5 of the Declarations;
- b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limit for all **Claims** set forth in ITEM 5 of the Declarations; and
- c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Reporting Period**, if applicable, that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the remaining Professional Services and Network and Information Security Offenses Coverage Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.

B. Additional Benefits Limits

1. Crisis Event Expenses Limits

Regardless of the number of **Crisis Events** qualifying for **Crisis Event Expenses**, or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit for **Crisis Event Expenses** for each **Crisis Event** first occurring during the **Policy Year** will not exceed the Crisis Event Expenses Limits for each **Crisis Event** set forth in ITEM 6 of the Declarations; and
- b. the Company's maximum limit for **Crisis Event Expenses** for all **Crisis Events** first occurring during the **Policy Year** will not exceed the remaining Crisis Event Expenses Limit for all **Crisis Events** set forth in ITEM 6 of the Declarations.

2. Disciplinary or Regulatory Proceeding Expenses Limits

Regardless of the number of **Disciplinary or Regulatory Proceedings** qualifying for **Disciplinary or Regulatory Proceeding Expenses**, or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for each **Disciplinary or Regulatory Proceedings** first initiated during the **Policy Year** will not exceed the Disciplinary or Regulatory Proceeding Expenses Limits for each **Disciplinary or Regulatory Proceeding** set forth in ITEM 6 of the Declarations; and
- b. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for all **Disciplinary or Regulatory Proceedings** first initiated during the **Policy Year** will not exceed the remaining Disciplinary or Regulatory Proceeding Expenses Limit for all **Disciplinary or Regulatory Proceeding** set forth in ITEM 6 of the Declarations.

Payment of **Crisis Event Expenses** and **Disciplinary or Regulatory Proceeding Expenses** are not subject to a Deductible and do not reduce the applicable Professional Liability Coverage Limits.

C. Other Provisions

Payment of **Damages** and **Defense Expenses** will reduce and may exhaust the applicable Professional Liability Coverage Limits. In the event the amount of **Damages** or **Defense Expenses**, or a combination thereof, exceeds the portion of the applicable Professional Liability Coverage Limit remaining after prior payments of **Damages** or **Defense Expenses**, or a combination thereof, the Company's liability shall not exceed the remaining amount of the applicable Professional Liability Coverage Limit. In no event will the Company be obligated to make any payment for **Damages** or **Defense Expenses** with regard to a **Claim** made after the applicable Professional Liability Coverage Limit has been exhausted by payment or tender of **Damages**, or payment of **Defense Expenses**.

If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the premium for this policy will be deemed fully earned, all obligations of the Company will be completely fulfilled, and the Company will have no further obligations.

III. CLAIM DEFENSE

A. The Company has the right and duty to defend any **Claim** covered by this policy, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**, provided that the Company is not obligated to defend or to continue to defend any **Claim** made after the applicable Professional Liability Coverage Limit is exhausted by payment of **Damages** and **Defense Expenses**.

B. The **Insured** will cooperate with the Company and, upon the Company's request:

1. assist in the defense and settlement of **Claims**;
2. assist in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of a **Wrongful Act**; and
3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

IV. RIGHT TO APPEAL

The Company has the right, but not the duty, to appeal a judgment awarded against an **Insured** in a **Claim** the Company defends.

V. TRANSFER CONTROL OF DEFENSE

- A. Before the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the **Insured** may take control of the **Claim** defense of any outstanding **Claim** previously reported to the Company, provided that the Company consents to, or a court orders, such transfer of control.
- B. If the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the Company will notify the **Insured** as soon as practicable of all outstanding **Claims** the Company is defending that are subject to such limit.
- C. The Company agrees to take all steps necessary during a transfer of control of defense to the **Insured** of any outstanding **Claim** to continue that defense during such transfer. When the Company takes such steps, the **Insured** agrees that the Company does not waive or relinquish any of the Company's rights under this policy. The **Insured** also agrees to repay the reasonable expenses incurred by the Company for such steps taken after the applicable Professional Liability Coverage Limit has been exhausted.

VI. PRE-CLAIM ASSISTANCE

At the Company's discretion, the Company will pay **Pre-Claim Expenses** for a **Potential Claim** reported in accordance with section VIII. NOTICE OF POTENTIAL CLAIMS. **Pre-Claim Expenses** must be incurred prior to the date that any **Claim** is made based upon or arising out of such **Potential Claim**. Payment of **Pre-Claim Expenses** is not subject to a Deductible and does not reduce the applicable Professional Liability Coverage Limits. Once a **Potential Claim** becomes a **Claim**, **Damages** and **Defenses Expenses** that result from such **Claim** are subject to a Deductible and will reduce the applicable Professional Liability Coverage Limits.

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

In the event a **Principal Insured** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this policy, will give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** will give the Company such information, assistance and cooperation as the Company may reasonably require.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and are effective upon receipt. The **Insured** will not voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company will not be liable for any settlement, **Defense Expenses**, assumed obligation, or admission to which it has not consented.

VIII. NOTICE OF POTENTIAL CLAIMS

If a **Principal Insured** becomes aware of a **Potential Claim** and gives the Company written notice during the **Policy Period** of the particulars of such **Potential Claim** including:

- A. all known facts related to the **Potential Claim**;
- B. the identity, if known, of each person allegedly involved in or affected by such **Potential Claim**;
- C. the date such persons became aware of the **Potential Claim**;

- D. the dates of the alleged events; and
- E. the reasons for anticipating a **Claim**,

any **Claim** subsequently made against any **Insured** arising out of such **Potential Claim** will be deemed to have been made on the date such notice was received by the Company.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and will be effective upon receipt.

IX. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made the date:

- A. the first of such **Claims** for **Related Wrongful Acts** was made; or
 - B. the first notice of such **Potential Claim** for **Related Wrongful Acts** was received by the Company,
- whichever is earlier.

X. SUBROGATION

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

Section X. SUBROGATION does not apply if the **Insured**, prior to the date a **Wrongful Act** is committed, has waived its right of recovery for **Damages** that result from such **Wrongful Act**.

XI. RECOVERIES

All recoveries from third parties for payments made under this policy apply, after first deducting the costs and expenses incurred in obtaining such recovery:

- A. first, to the Company to reimburse the Company for any Deductible amount it has paid on behalf of any **Insured**;
- B. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder, but for the fact that such amount is in excess of the applicable limit hereunder;
- C. third, to the Company to reimburse the Company for the amount paid hereunder; and
- D. fourth, to the **Insured** in satisfaction of any applicable Deductible paid by the **Insured**,

provided that such recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

XII. ACQUISITIONS

If, during the **Policy Period**, the **Named Insured** acquires or forms an entity that performs **Professional Services**, coverage will be provided for such acquired or formed entity and its respective **Insured Persons** for **Wrongful Acts** committed after the **Named Insured** acquires or forms such entity. Coverage for such entity will end 90 days after the acquisition or formation of such entity, or the end of the **Policy Year**, whichever is earlier, unless the Company has agreed to provide such coverage by endorsement.

XIII. SPOUSAL AND DOMESTIC PARTNER PROFESSIONAL LIABILITY COVERAGE

This policy applies to **Damages** and **Defense Expenses** for a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law of an **Insured Person**, but only for a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the domestic partner.

The Company has no obligation to make any payment for **Damages** or **Defense Expenses** in connection with any **Claim** made against a spouse or domestic partner of an **Insured Person** for any actual or alleged **Wrongful Act** committed by such spouse or domestic partner.

XIV. AUTOMATIC EXTENDED REPORTING PERIOD

If this policy is cancelled or not renewed, the **Automatic Extended Reporting Period** applies without additional premium effective the date such policy is cancelled or not renewed. The **Automatic Extended Reporting Period** applies to **Claims** made and reported to the Company during the **Automatic Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed, and which otherwise would be covered. A **Claim** made during the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**.

XV. OPTIONAL EXTENDED REPORTING PERIOD

A. If this policy is cancelled or not renewed, the **Named Insured** may give the Company written notice that it desires to purchase an Optional Extended Reporting Period Endorsement for one of the periods set forth in ITEM 8 of the Declarations. The **Optional Extended Reporting Period** applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:

1. the last day of the **Policy Period**; or
2. if such **Claim** had earlier been reported to the Company during the **Policy Period** as **Potential Claim**, the date notice was received by the Company of such **Potential Claim**,

whichever is earlier.

B. The premium due for the Optional Extended Reporting Period Endorsement equals the percentage set forth in ITEM 8 of the Declarations of the annualized premium for this policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the date such policy is cancelled or not renewed. The entire premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the commencement of the **Optional Extended Reporting Period**.

The **Optional Extended Reporting Period** will not take effect unless the **Named Insured** has fulfilled all other duties, and complied with all other conditions and requirements under this policy, and:

1. written notice of such election is received by the Company within 60 days of the effective date such policy is cancelled or not renewed;
2. the additional premium for the Optional Extended Reporting Period Endorsement is paid when due; and
3. full payment of the earned premium due, and repayment of any Deductible owed, is received by the Company within 60 days of the effective date such policy is cancelled or not renewed.

When the **Optional Extended Reporting Period** applies, it replaces the **Automatic Extended Reporting Period**.

XVI. ACTION AGAINST THE COMPANY

No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, or until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial, or by written agreement of the **Insured**, the claimant, and the Company.

No person or entity has any right to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by an **Insured** or such **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

XVII. CHANGES

Only the first **Named Insured** is authorized to make changes to the terms of this policy and solely with the Company's prior written consent. This policy's terms can be changed only by endorsement issued by the Company and made a part of such policy. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person does not effect a change to any part of this policy, or estop the Company from asserting any right under the terms, exclusions, conditions and limitations of this policy, nor may the terms, exclusions, conditions and limitations hereunder be changed, except by a written endorsement to this policy issued by the Company.

XVIII. ASSIGNMENT

This policy may not be assigned or transferred, and any such attempted assignment or transfer will be void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

XIX. MISREPRESENTATION

This policy may be considered void if, after the Inception Date of this **Policy Period** set forth in ITEM 2 of the Declarations, any **Principal Insured** has intentionally concealed or misrepresented any material fact or circumstance, concerning this insurance or the subject thereof, provided that section XIX. MISREPRESENTATION does not apply if such **Principal Insured** mistakenly:

- A. failed to disclose information to the Company; or
- B. mislead the Company.

XX. LIBERALIZATION

If, during the **Policy Period**, the Company makes any changes in the form of this policy that are intended to apply to all **Insureds** that have such forms as part of their policy, and by which the insurance afforded could be extended or broadened by endorsement or substitution of form without increased premium charge, then such extended or broadened insurance inures to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

XXI. AUTHORIZATION

If this policy provides coverage for more than one **Named Insured**, the first **Named Insured** set forth in Item 1 of the Declarations is the sole agent and acts on behalf of all **Insureds** with respect to:

- A. payment of premiums and deductibles;
- B. receiving any return premiums;
- C. receiving notices of cancellation, nonrenewal or change in coverage;

- D. requesting any change in coverage; or
- E. making or, if applicable, consenting to settlement or compromise of any **Claim**,

provided that nothing herein relieves any **Insured** from giving any notice to the Company that is required under this policy.

XXII. HEADINGS

The titles of the various paragraphs of this policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

XXIII. CONFORMITY TO STATUTE

Any part of this policy that conflicts with any requirement of statutory or regulatory law that applies is automatically amended to conform to such law.

XXIV. LEGAL REPRESENTATIVES

In the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured** are deemed to be a **Claim** made against such **Insured**. Such estate, heirs, legal representatives or assigns have all of the **Insureds** rights and duties under this policy.

XXV. TERRITORY

This policy applies to **Claims** made for **Wrongful Acts** committed anywhere in the world.

**REDUCED LIMITS OF COVERAGE ENDORSEMENT-WRONGFUL ACTS COMMITTED PRIOR TO THE
LIMITS OF COVERAGE INCREASE DATE**

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

1. The following is added to section **II. LIMITS**, A.1.a:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** committed prior to the Limits of Coverage Increase Date shown below is further limited by the following:

The Professional Services and Network and Information Security Offenses Prior Wrongful Acts Coverage Limit for each **Claim**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year**, that is caused by a **Wrongful Act** committed prior to the Limits of Coverage Increase Date shown below.

2. The following is added to section **II. LIMITS**, A.1.b:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** committed prior to the Limits of Coverage Increase Date shown below is further limited by the following:

The Professional Services and Network and Information Security Offenses Prior Wrongful Acts Coverage Limit for all **Claims**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year**, that are caused by a **Wrongful Act** committed prior to the Limits of Coverage Increase Date shown below.

Limits of Coverage Increase Date: < Enter date >

**Professional Services and Network and
Information Security Offenses Prior
Wrongful Acts Coverage Limit:**

\$< Limit > for each **Claim**; not to exceed
\$< Limit > for all **Claims**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

REDUCED LIMITS OF COVERAGE ENDORSEMENT-KNOWN WRONGFUL ACTS

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

1. The following is added to section **II. LIMITS**, A.1.a:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** that any **Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim** is further limited by the following:

The Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit for each **Claim**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that is caused by a **Wrongful Act** that any **Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim**.

2. The following is added to section **II. LIMITS**, A.1.b:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** that any **Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim** is further limited by the following:

The Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit for all **Claims**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that are caused by a **Wrongful Act** that any **Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim**.

Limits of Coverage Increase Date: < Enter date >

Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit:

\$ < Enter limit amount > for each **Claim**; not to exceed
\$ Enter limit amount > for all **Claims**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED CLIENT, CONTRACT, OR PROJECT ADDITIONAL LIMIT ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following is added to section **II. LIMITS**, A. Professional Liability Coverage Limits:

Specified Client, Contract, or Project Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that results from a **Network and Information Security Offense** related to the Specified Client, Contract, or Project set forth below, or the rendering of or failure to render **Professional Services** for the Specified Client, Contract, or Project set forth below will not exceed the Specified Client, Contract, or Project Limits for each **Claim** set forth below;
- b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from a **Network and Information Security Offense** related to the Specified Client, Contract, or Project set forth below, or the rendering of or failure to render **Professional Services** for the Specified Client, Contract, or Project set forth below will not exceed the Specified Client, Contract, or Project Limits for all **Claims** set forth below; and
- c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Extended Reporting Period**, if applicable, that result from a **Network and Information Security Offense** related to the Specified Client, Contract, or Project set forth below, or the rendering of or failure to render **Professional Services** for the Specified Client, Contract, or Project set forth below will not exceed the remaining Specified Client, Contract, or Project Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.

Payment of **Damages** and **Defense Expenses** for any **Claim** that results from a **Network and Information Security Offense** related to the Specified Client, Contract, or Project set forth below, or the rendering of or failure to render **Professional Services** for the Specified Client, Contract, or Project set forth below will not reduce the Professional Services and Network and Information Security Offenses Coverage Limits until the Specified Client, Contract, or Project Limits have been exhausted.

Specified Client, Contract, or Project Limits:

\$<enter amount> each **Claim**

\$<enter amount> all **Claims**

Issuing Company:
Policy Number:

Specified Client, Contract, or Project:

<enter name(s)>

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DEFENSE EXPENSES IN ADDITION TO THE LIMITS ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

1. The following replaces the *Important note* in the **Professional Liability Coverage** part:

Important note: This is a claims-made coverage. Please read the policy carefully.

2. The following replaces section **II. LIMITS**, A. Professional Liability Coverage Limits:

A. Professional Liability Coverage Limits

1. Professional Services and Network and Information Security Offenses Coverage Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

1. the Company's maximum limit of liability for **Damages** for each **Claim** made during the **Policy Year** that results from a **Network And Information Security Offense** or the rendering of or failure to render **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits for each **Claim** as set forth in ITEM 5 of the Declarations;
2. the Company's maximum limit of liability for all **Damages** for all **Claims** made during the **Policy Year** that result from a **Network And Information Security Offense** or the rendering of or failure to render **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits for all **Claims** as set forth in ITEM 5 of the Declarations; and
3. the Company's maximum limit of liability for all **Damages** for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Reporting Period**, if applicable, that result from a **Network And Information Security Offense** or the rendering of or failure to render **Professional Services**, will not exceed the remaining Professional Services and Network and Information Security Offenses Coverage Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.

3. The following replaces section **II. LIMITS**, C. Other Provisions:

C. Other Provisions

Issuing Company:
Policy Number:

Payment of **Damages** will reduce and may exhaust the applicable Professional Liability Coverage Limits. In the event the amount of **Damages** exceeds the portion of the applicable Professional Liability Coverage Limit remaining after prior payments of **Damages**, the Company's liability shall not exceed the remaining amount of the applicable Professional Liability Coverage Limit. In no event will the Company be obligated to make any payment for **Damages** with regard to a **Claim** after the applicable Professional Liability Coverage Limit has been exhausted by payment or tender of **Damages**.

If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the premium for this policy will be fully earned, all obligations of the Company will be completely fulfilled, and the Company will have no further obligations.

4. The following replaces section **III. CLAIM DEFENSE**:

III. CLAIM DEFENSE

1. The Company has the right and duty to defend any **Claim** covered by this policy, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided that the Company is not obligated to defend or to continue to defend any **Claim** after the applicable Professional Liability Coverage Limit is exhausted by payment of **Damages**.
2. The **Insured** will cooperate with the Company and, upon the Company's request:
 - a. assist in the defense and settlement of **Claims**;
 - b. assist in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of a **Wrongful Act**; and
 - c. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

5. The following replaces section **VI. PRE-CLAIM ASSISTANCE**:

VI. PRE-CLAIM ASSISTANCE

At the Company's discretion, the Company will pay **Pre-Claim Expenses** for a **Potential Claim** reported in accordance with section VIII. NOTICE OF POTENTIAL CLAIMS. **Pre-Claim Expenses** must be incurred prior to the date that any **Claim** is made based upon or arising out of such **Potential Claim**. Payment of **Pre-Claim Expenses** is not subject to a Deductible and does not reduce the applicable Professional Liability Coverage Limits. Once a **Potential Claim** becomes a **Claim**, **Damages** that result from such **Claim** are subject to a Deductible and will reduce the applicable Professional Liability Coverage Limits.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REDUCED LIMITS OF COVERAGE ENDORSEMENT – PROFESSIONAL SERVICES FOR SPECIFIC PERSONS OR ENTITIES – DEFENSE EXPENSES WITHIN THE LIMITS OF COVERAGE

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

- 1. The following is added to section II. LIMITS, A.1.a:

provided that the Company's maximum limit of liability for Damages and Defense Expenses, for each Claim made during the Policy Year that result from a Network and Information Security Offense or the rendering of, or failure to render, Professional Services or Network and Information Security Offenses for any person or entity listed in the Schedule of Specific Persons or Entities set forth below is < each claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for each Claim set forth in Item 5 of the Declarations;

- 2. The following is added to section II. LIMITS, A.1.b:

provided that the Company's maximum limit of liability for all Damages and Defense Expenses, for all Claims made during the Policy Year that result from all Network and Information Security Offense or the rendering of, or failure to render, Professional Services or Network and Information Security Offenses for any person or entity listed in the Schedule of Specific Persons or Entities set forth below is < all claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for all Claims set forth in Item 5 of the Declarations;

Schedule of Specific Persons or Entities:

< Enter names of persons or entities >

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Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REDUCED LIMITS OF COVERAGE ENDORSEMENT – SPECIFIC PROFESSIONAL SERVICES – DEFENSE EXPENSES IN ADDITION TO THE LIMITS OF COVERAGE

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

- 1. The following is added to section II. LIMITS, A.1.a:

provided that the Company's maximum limit of liability for Damages, for each Claim made during the Policy Year that results from a Network and Information Security Offense or the rendering of, or failure to render, Professional Services listed in the Schedule of Specific Services set forth below is < each claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for each Claim set forth in Item 5 of the Declarations.

- 2. The following is added to section II. LIMITS, A.1.b:

provided that the Company's maximum limit of liability for all Damages, for all Claims made during the Policy Year that result from a Network and Information Security Offense or the rendering of, or failure to render, Professional Services listed in the Schedule of Specific Services set forth below is < all claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for all Claims set forth in Item 5 of the Declarations.

Schedule of Specific Services:

< Enter specific services >

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Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REDUCED LIMITS OF COVERAGE ENDORSEMENT – SPECIFIC PROFESSIONAL SERVICES – DEFENSE EXPENSES WITHIN THE LIMITS OF COVERAGE

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

- 1. The following is added to section II. LIMITS, A.1.a:

provided that the Company's maximum limit of liability for Damages and Defense Expenses, for each Claim made during the Policy Year that result from a Network and Information Security Offense or the rendering of, or failure to render, Professional Services listed in the Schedule of Specific Services set forth below is < each claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for each Claim set forth in Item 5 of the Declarations;

- 2. The following is added to section II. LIMITS, A.1.b:

provided that the Company's maximum limit of liability for all Damages and Defense Expenses, for all Claims made during the Policy Year that result from a Network and Information Security Offense or the rendering of, or failure to render, Professional Services or Network and Information Security Offenses listed in the Schedule of Specific Services set forth below is < all claim limit >.

This limit is part of, and not in addition to, the Professional Services and Network and Information Security Offenses Coverage Limit for all Claims set forth in Item 5 of the Declarations;

Schedule of Specific Services:

< Enter specific services >

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Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DAMAGES ONLY DEDUCTIBLE ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

1. The following replaces section **I. DEDUCTIBLE**:

I. DEDUCTIBLE

The first **Named Insured** will bear uninsured the amount of any applicable deductible.

The Company's obligation to pay **Damages** applies only to the amount of **Damages** which are in excess of the applicable Deductible for each **Claim** amount set forth in ITEM 5 of the Declarations. The Company may, at its sole discretion, pay all or part of any Deductible amount on behalf of the first **Named Insured**, and in such event, the first **Named Insured** agrees to repay the Company any amounts so paid.

If ITEM 5 of the Declarations indicates that a Deductible applies for all **Claims**, the **Insured's** obligation to pay **Damages** for all **Claims** made during each **Policy Year** will not exceed the Deductible amount for all **Claims** set forth in ITEM 5 of the Declarations. If there is no Deductible amount shown for all **Claims**, the first **Named Insured** will be responsible for the each **Claim** amount for each and every **Claim**, without further limitation regardless of how often it applies.

2. The following replaces section **VI. PRE-CLAIM ASSISTANCE**:

VI. PRE-CLAIM ASSISTANCE

At the Company's discretion, the Company will pay **Pre-Claim Expenses** for a **Potential Claim** reported in accordance with section VIII. NOTICE OF POTENTIAL CLAIMS. **Pre-Claim Expenses** must be incurred prior to the date that any **Claim** is made based upon or arising out of such **Potential Claim**. Payment of **Pre-Claim Expenses** is not subject to a Deductible and does not reduce the applicable Professional Liability Coverage Limits. Once a **Potential Claim** becomes a **Claim**, **Damages** that result from such **Claim** are subject to a Deductible and will reduce the applicable Professional Liability Coverage Limits.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PERSON OR ENTITY EXCLUSION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section V. EXCLUSIONS:

This policy does not apply to any Claim based upon or arising out of any Wrongful Act committed by or on behalf of the Specified Person or Entity shown below.

Specified Person or Entity

<enter name(s)>

#####

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SPECIFIED SERVICES EXCLUSION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Specified Services

This policy does not apply to any **Claim** based upon or arising out of the Specified Services below.

Specified Services:

<list professional services>

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Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF CLAIMS MADE COVERAGE PERIOD ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

Section I. **INSURING AGREEMENT** is replaced with the following:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages** and **Defense Expenses** for any **Claim** first made during the **Policy Period**, that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that:

- a. no **Principal Insured** on the Knowledge Date shown in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonable be expected to be the basis of a **Claim**; and
- b. the **Claim** is not first made between <insert beginning date> and <insert end date>.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

DELETE PREDECESSOR FIRM FROM INSURED AND INSURED PERSON DEFINITIONS ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

1. The following replaces section **IV. DEFINITIONS, Insured**:

Insured means any **Insured Person** and the **Named Insured**.
2. The following is deleted from section **IV. DEFINITIONS, Insured Person**:

“or **Predecessor Firm**”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PERSONS OR ENTITIES EXCLUSION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section V. EXCLUSIONS:

Specified Persons Or Entities

This policy does not apply to any Claim brought by or on behalf or, or in the name or right of any Specified Persons or Entities shown below:

Specified Persons or Entities

<enter name(s)>

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Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE INDEPENDENT CONTRACTOR FROM INSURED PERSON DEFINITION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is deleted from section **IV. DEFINITIONS, Insured Person:**

Independent Contractor

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY LIMITATION ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following replaces section **XXV. TERRITORY**:

XXV. TERRITORY

This policy applies to **Claims** made:

1. in the United States of America, including its territories and possessions;
2. Puerto Rico; or
3. Canada,

for **Wrongful Acts** committed anywhere in the world.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICE OR STAFF SHARING EXCLUSION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Office Or Staff Sharing

This policy does not apply to any **Claim** based upon or arising out of any **Professional Services** by or on behalf of any person or entity that is not an **Insured** and with whom or with which the **Insured** shares office space or staff.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

DAMAGES RE-DEFINED TO NOT INCLUDE PUNITIVE OR EXEMPLARY DAMAGES ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following replaces section **IV. DEFINITIONS Damages**:

Damages means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages or prejudgment interest and postjudgment interest.

Damages does not include the following:

1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
2. **Defense Expenses.**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED SETTLEMENT ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following replaces section **VI. CONDITIONS, A. SETTLEMENT**, 3:

3. <enter percentage> of the amount of **Damages** and **Defense Expenses** incurred in excess of the combined total of the amounts set forth in 1. and 2. of this section above,

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

PROFESSIONAL SERVICES EXTENSION ENDORSEMENT

This endorsement changes the following:
<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section IV. DEFINITIONS, Professional Services:

Any Specified Services shown below.

Specified Services:
<enter services>

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Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

NOTICE OF CANCELLATION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

Cancellation of this policy will not be effective until the number of days shown below after notice of cancellation has been mailed to the Name and Address shown below. In no event will the Number of Days Notice shown below be less than required in the State Amendatory Endorsement.

Name:

<enter name>

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Address:

<enter address>

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Number of Days Notice:

<enter number>

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REDUCED LIMITS OF COVERAGE ENDORSEMENT-KNOWN WRONGFUL ACTS

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

1. The following is added to section **II. LIMITS**, A.1.a:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** that any **Principal Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim** is further limited by the following:

The Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit for each **Claim**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that is caused by a **Wrongful Act** that any **Principal Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim**.

2. The following is added to section **II. LIMITS**, A.1.b:

provided that the Company's maximum limit of liability for **Damages** and **Defense Expenses** caused by a **Wrongful Act** that any **Principal Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim** is further limited by the following:

The Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit for all **Claims**, shown below, is the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that are caused by a **Wrongful Act** that any **Principal Insured** knew, prior to the Limits of Coverage Increase Date shown below, might reasonably be expected to be the basis of a **Claim**.

Limits of Coverage Increase Date: < Enter date >

Professional Services and Network and Information Security Offenses Known Wrongful Acts Coverage Limit:

\$ < Enter limit amount > for each **Claim**; not to exceed
\$ Enter limit amount > for all **Claims**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

POLICY CHANGES ENDORSEMENT

It is agreed that the Declarations is amended as indicated below by :

- The following is replaced in ITEM 1:
 - NAMED INSURED:**
<enter name>
 - Principal Address:
<enter address>

- The following replaces ITEM 2:
ITEM 2 POLICY PERIOD:
Inception Date: <enter date> Expiration Date: <enter date>
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1 of the Declarations

- The following is replaced in ITEM 5::
 - Professional Services and Network and Information Security Offenses Coverage Limits: \$<enter amount> for each **Claim**; not to exceed \$<enter amount> for all **Claims**
 - Publishing and Non-profit Services Coverage Limits: \$<enter amount> for each **Claim**; not to exceed \$<enter amount> for all **Claims**
 - Deductible: \$<enter amount> each **Claim**
\$<enter amount> all **Claims**
 - Retroactive Date: <enter date>
 - Knowledge Date: <enter date>

- The following is replaced in ITEM 6:
 - Crisis Event Expenses Limits: \$<enter amount> for each **Crisis Event**
\$<enter amount> for all **Crisis Events**
 - Disciplinary or Regulatory Proceeding Expenses Limits: \$<enter amount> for each **Disciplinary or Regulatory Proceeding**
\$<enter amount> for all **Disciplinary or Regulatory Proceedings**

Issuing Company:
Policy Number:

Effective Date:

The following replaces ITEM 7:

PREMIUM FOR THE POLICY PERIOD:

<enter amount> Policy Premium

<enter amount> Annual Installment Premium

The following replaces ITEM 8:

OPTIONAL EXTENDED REPORTING PERIODS:

Additional Premium Percentage:

<enter percentage>%

<enter percentage>%

<enter percentage>%

<enter percentage>%

<enter percentage>%

<enter percentage>%

Additional Months:

<enter months>

<enter months>

<enter months>

<enter months>

<enter months>

<enter months>

It is agreed that this policy is amended as indicated below by :

Forms and endorsements added:

Forms and endorsements deleted:

Forms and endorsement amended:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:

Policy Number:

PTC-2025 Ed. 11-08 Printed in U.S.A.

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Effective Date:

Page 3 of 3

NAMED INSURED CONTINUATION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to ITEM 1. of the DECLARATIONS:

NAMED INSURED:

<enter name(s)>

####

Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

AMENDED DEFINITION OF INSURED TO INCLUDE COVERAGE FOR VICARIOUS LIABILITY ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following is added to section IV. DEFINITIONS, Insured:

Insured also means any scheduled person or entity shown below but only:

- 1. for any Claim that is caused by a Wrongful Act committed solely by any Insured other than such scheduled person or entity; and
2. if such Insured other than such scheduled person or entity is included as a co-defendant in connection with such Claim.

Scheduled Person or Entity

<enter name(s)>

Multiple blocks of placeholder text consisting of lines of hash symbols (#) and asterisks (*).

Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

ADDITIONAL NAMED INSURED WITH SCHEDULED RETROACTIVE DATE AND KNOWLEDGE DATE ENDORSEMENT

This endorsement changes the following:
<Name of insuring agreement or coverage part that is changed>

It is agreed that:

- 1. The following is added to ITEM 1. of the Declarations:

NAMED INSURED:

<enter name>

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- 2. With respect to the Named Insured referenced in paragraph 1. above, the Retroactive Date set forth in ITEM 5 of the Declarations is:

<enter date>

- 3. With respect to the Named Insured referenced in paragraph 1. above, the Knowledge Date set forth in ITEM 5 of the Declarations is:

<enter date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

INDIVIDUAL NAMED INSURED WITH LIMITED PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

- 1. The following is added to ITEM 1.of the Declarations:

<enter name>

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- 2. With respect to the **Named Insured** referenced in paragraph 1. above, the Retroactive Date in ITEM 5 of the Declarations is:

<enter date> .

- 3. With respect to the **Named Insured** referenced in paragraph 1. above, the Knowledge Date in ITEM 5 of the Declarations is:

<enter date >.

- 4. With respect to the **Named Insured** referenced in paragraph 1. above, section **I. INSURING AGREEMENT** is replaced with the following:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages and Defense Expenses** for any **Claim** first made during the **Policy Period**, that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Principal Insured** on the Knowledge Date shown in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonable be expected to be the basis of a **Claim**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PERSON OR ENTITY WITH LIMITED PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

1. The following is added to section IV. DEFINITIONS Insured:

Insured also means any Specified Person or Entity shown below, but only for any Claim that:

- 1. results from the rendering of or failure to render Professional Services that are within the scope of such Specified Person's or Entity's duties for the Named Insured; and
2. is caused by a Wrongful Act committed on or after any applicable Specified Person or Entity Retroactive Date.

2. The following is added to section IV. DEFINITIONS:

Specified Person or Entity Retroactive Date means the earliest date a Wrongful Act may be committed by or on behalf of that Specified Person or Entity and be covered under this policy. The Specified Person or Entity Retroactive Date that applies to each Specified Person or Entity is shown below, provided that if no Specified Person or Entity Retroactive Date is shown for the Specified Person or Entity, then no Specified Person or Entity Retroactive Date applies to that Specified Person or Entity.

Specified Person or Entity

Specified Person or Entity Retroactive Date

<enter name>

<enter date>

Table with two columns: Specified Person or Entity and Specified Person or Entity Retroactive Date. Each row contains a series of hash symbols (#) for data entry.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

NAMED INDIVIDUAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

<(Name of insuring agreement or coverage part that is changed)>

It is agreed that:

- 1. The following is added to section VI. CONDITIONS in the Professional Liability Coverage:

NAMED INDIVIDUAL EXTENDED REPORTING PERIOD

Coverage under this policy also applies to any Claim against any person named in the Named Individual Schedule, set forth below, that is made during the Named Individual Extended Reporting Period, but only if the Claim:

- 1. is caused by a Wrongful Act committed wholly prior to the date such person becomes disabled and permanently ceases performing Professional Services, retires and permanently ceases performing Professional Services, or dies;
2. would otherwise be covered under this policy but is not, only because the policy is no longer in effect;
3. was not made during the Policy Period, during the effective period of any renewal of this policy, or during the effective period of any other extended reporting period that applies to either this policy or any renewal of this policy; and
4. is not covered by any other insurance.

A Claim made during the Named Individual Extended Reporting Period will be deemed to have been made on the last day of the Policy Period.

Named Individual Schedule

<enter name(s)>

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- 2. The following is added to section IV. DEFINITIONS in the Professional Liability Coverage:

Named Individual Extended Reporting Period means, separately with respect to each person named in the Named Individual Schedule set forth in section VI. CONDITIONS, the period of time:

Issuing Company:
Policy Number:

1. beginning when such person becomes disabled and permanently ceases performing **Professional Services**, retires and permanently ceases performing **Professional Services**, or dies; and
 2. ending on the earlier of the following dates:
 - a. The date such person resumes performing **Professional Services**.
 - b. The date of such person's recovery from disability, if this endorsement was provided due to disability.
 - c. The date such person's executor or administrator is discharged, if coverage under this endorsement was provided due to death.
3. The following is added to section **II. LIMITS**, A. Professional Liability Coverage Limits, 1. Professional Services and Network and Information Security Offenses Coverage Limits in the Professional Liability Terms And Conditions:
- d. The Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims**, against any person named in the Named Individual Schedule set forth in section VI. CONDITIONS, made during the **Named Individual Extended Reporting Period** that results from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits shown in Item 5 of the Declarations for the **Policy Year** in effect at the time the Named Individual Extended Reporting Period Endorsement is added or \$1,000,000 for each **Claim** and for all **Claims**, whichever is lower. This maximum limit applies to all Named Individual Extended Reporting Periods, and to all persons named in the Named Individual Schedule set forth in section VI. CONDITIONS, added to the policy during the **Policy Year**, regardless of how many such periods are added.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EXTENSION ENDORSEMENT

This endorsement changes the following:

<Name of the Professional Liability Coverage Declarations>

It is agreed that:

ITEM 2. of the Declarations is replaced by the following:

POLICY PERIOD:

Inception Date: <(enter date)> Expiration Date: <(enter date)>
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

OPTION TO REQUEST A NAMED INDIVIDUAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement changes the following:

<(Name of insuring agreement or coverage part that is changed)>

It is agreed that:

The following is added to section VI. CONDITIONS:

OPTION TO REQUEST A NAMED INDIVIDUAL EXTENDED REPORTING PERIOD ENDORSEMENT

1. If during the **Policy Period** any **Insured Person**:
 - a. becomes disabled and permanently ceases performance of **Professional Services**;
 - b. retires and permanently ceases performance of **Professional Services**; or
 - c. dies,such **Insured Person** or the **Named Insured**, or the Insured Person's executor or estate may request a Named Individual Extended Reporting Period Endorsement that will apply to such **Insured Person**.
2. Any request for such endorsement must:
 - a. be made in writing to the Company during the same **Policy Period** or **Policy Year** that the **Insured Person** became disabled, retired, or died, or within 60 day of the ending date of such **Policy Period** or **Policy Year**; and
 - b. include evidence of such disability, retirement, or death.
3. The Named Individual Extended Reporting Period Endorsement will not apply to:
 - a. **Claims** made while this policy is in force, any successive renewal of this policy is in force, or any extended reporting period that applies to this policy or any renewal of this policy is in force; or
 - b. **Claims** if any other insurance applies to the **Claim**.
4. The limits of liability applicable to any **Claim** covered under such endorsement will be shared by all **Insured Persons** who qualify for such an endorsement in a **Policy Year**.
5. There is no charge for the Named Individual Extended Reporting Period Endorsement for eligible **Insured Persons** who become disabled during the **Policy Period** and who permanently cease performance of **Professional Services**, or die.

The charge for the Named Individual Extended Reporting Period Endorsement for eligible **Insured Persons** who retire during the **Policy Period** is \$1,500 per **Insured Person** named in the endorsement. However, if the **Named Insured** has been continuously insured by the Company, or any of its affiliated insurance companies, for at least three years, no charge will be made for the endorsement.

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED DEFINITION OF POLICY YEAR ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part>

It is agreed that:

The following replaces section **IV. DEFINITIONS, Policy Year**:

Policy Year means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Year** continue past the effective date this policy is cancelled or not renewed.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

ADDITIONAL DEFENSE COVERAGE ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

<Name of insuring agreement or coverage part that this is changed>

It is agreed that:

1. The following is added to the Professional Liability Terms and Conditions:

ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under the **Professional Liability Coverage** shall apply first to, and reduce, the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** shall be in addition to, and not part of, the Professional Services and Network and Information Security Offenses Coverage Limit for all **Claims** set forth in Item 5 of the Declarations. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of, and not in addition to, any applicable limit of liability; and
 2. payment by the Company or the **Insured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.
2. The following is added to section **IV. DEFINITIONS** of the **Professional Liability Coverage**:

Additional Defense Limit of Liability means \$ <enter amount>.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SPECIFIED PREDECESSOR FIRM EXCLUSION ENDORSEMENT

This endorsement changes the following:

<Name of insuring agreement or coverage part that is changed>

It is agreed that:

The following replaces section **IV. DEFINITIONS, W. Predecessor Firm:**

W. **Predecessor Firm** means any firm that, prior to the Inception Date of this **Policy Period**, is dissolved or inactive and is no longer rendering **Professional Services**, and:

1. some or all of such firm's principals, owners, officers, or partners have joined the **Named Insured** and more than 50% of such firm's assets have been assigned or transferred to the **Named Insured**; or

2. at least 50% of the principals, owners, officers, or partners of such firm have joined the **Named Insured**,

provided that **Predecessor Firm** does not include any Specified Firm listed set forth below:

Specified Firm

<enter name(s)>

#

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**ACCOUNTANTS PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. XXXXXXXXXXXX

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses.

The deductible applies to defense expenses.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses up to 50%.

Up to 50% of the deductible amount applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

<p>ITEM 1</p>	<p>NAMED INSURED: <enter named insured></p> <p>Principal Address: <enter address></p>
<p>ITEM 2</p>	<p>POLICY PERIOD: Inception Date: <enter date> Expiration Date: <enter date> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>

ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: PLclaims@travelers.com</p> <p>FAX: 888-460-6622</p> <p>Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Accountants Professional Liability Coverage</p>
ITEM5	<p>ACCOUNTANTS PROFESSIONAL LIABILITY</p> <p>Professional Services and Network and Information Security Offenses</p> <p>Coverage Limits: \$<enter amount> for each Claim; not to exceed \$<enter amount> for all Claims</p> <p>Deductible: \$<enter amount> each Claim \$<enter amount-n/a> all Claims</p> <p>Retroactive Date: <enter date></p> <p>Knowledge Date: <enter date></p>

ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p>												
ITEM 7	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$<enter amount> Policy Premium \$<enter amount> Annual Installment Premium</p>												
ITEM 8	<p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table border="0"> <tr> <td>Additional Premium Percentage:</td> <td>Additional Months:</td> </tr> <tr> <td><enter percentage> %</td> <td>12</td> </tr> <tr> <td><enter percentage> %</td> <td>24</td> </tr> <tr> <td><enter percentage> %</td> <td>36</td> </tr> <tr> <td><enter percentage> %</td> <td>60</td> </tr> <tr> <td><enter percentage> %</td> <td>Unlimited</td> </tr> </table>	Additional Premium Percentage:	Additional Months:	<enter percentage> %	12	<enter percentage> %	24	<enter percentage> %	36	<enter percentage> %	60	<enter percentage> %	Unlimited
Additional Premium Percentage:	Additional Months:												
<enter percentage> %	12												
<enter percentage> %	24												
<enter percentage> %	36												
<enter percentage> %	60												
<enter percentage> %	Unlimited												
ITEM 9	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p><enter form number/edition date> <enter form number/edition date></p>												

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.


Executive Vice President


Corporate Secretary

ACCOUNTANTS PROFESSIONAL LIABILITY COVERAGE

Important Note: This is a claim-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

CONSIDERATION CLAUSE

IN CONSIDERATION of the premium set forth in ITEM 7 of the Declarations, and pursuant to all the terms, exclusions, conditions, and limitations of this policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages** and **Defense Expenses** for any **Claim** first made during the **Policy Period** that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Principal Insured** on the Knowledge Date set forth in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. SUPPLEMENTARY PAYMENTS

The Company will pay the following with respect to any **Claim** covered by this policy:

- A. All expenses incurred by the Company, other than **Defense Expenses**.
- B. All reasonable expenses incurred by the **Insured** at the Company's request to investigate or defend a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work will not exceed:
 - 1. \$500 per **Insured Person** per day; and
 - 2. \$15,000 per **Policy Year** for all **Insured Persons**.
- C. The cost of bonds to release attachments that is within the applicable Professional Liability Coverage Limit, provided that the Company will not be the principal under any such bond and will not have any duty to furnish such bond.
- D. All costs taxed against the **Insured** on that part of a judgment the Company pays.
- E. The cost of any required appeal bond for that part of a judgment that is for **Damages** to which this policy applies, and that is within the applicable Professional Liability Coverage Limit, provided that:
 - 1. the Company consents to the appeal of such judgment; and
 - 2. the Company will not be the principal under any such bond and will not have any duty to furnish such bond.

Payment of amounts under section II. SUPPLEMENTARY PAYMENTS will not be subject to a Deductible and will not reduce the applicable Professional Liability Coverage Limits. If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make payments under section II. SUPPLEMENTARY PAYMENTS.

III. ADDITIONAL BENEFITS

The Company will reimburse the **Insured** for the following:

- A. **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported to the Company during the **Policy Period**.
- B. **Disciplinary or Regulatory Proceeding Expenses** that result from a **Disciplinary or Regulatory Proceeding** first initiated and reported to the Company during the **Policy Period**.

IV. DEFINITIONS

Wherever appearing in this policy, the following words and phrases appearing in bold type will have the meanings set forth in section IV. DEFINITIONS:

- A. **Automatic Extended Reporting Period** means the period of time beginning with the effective date this policy is cancelled or not renewed, and ending:
 - 1. 60 days after such cancellation or nonrenewal takes effect; or
 - 2. the date any other policy obtained by the **Named Insured** that provides similar coverage for **Professional Services** takes effect, whichever is earlier.
- B. **Claim** means:
 - 1. a demand for money or services;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading; or
 - 3. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, against any **Insured** for a **Wrongful Act**.A **Claim** will be deemed to be made on the earliest date such notice thereof is received by any **Principal Insured**.
- C. **Crisis Event** means any:
 - 1. **Wrongful Act**;
 - 2. death, departure or debilitating illness of a **Principal Insured**;
 - 3. potential dissolution of the **Named Insured**;
 - 4. incident of workplace violence; or
 - 5. other event,that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.
- D. **Crisis Event Expenses** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.
- E. **Damages** means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; or prejudgment and postjudgment interest.
Damages does not include the following:
 - 1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
 - 2. **Defense Expenses**.

- F. **Defense Expenses** means reasonable and necessary fees, costs and expenses, incurred by the Company, or by the **Insured** with the Company's written consent, that result directly from the investigation, defense, settlement or appeal of a specific **Claim**, provided that **Defense Expenses** do not include any payments made pursuant to section II. SUPPLEMENTARY PAYMENTS of the **Professional Liability Coverage**.
- G. **Disciplinary or Regulatory Proceeding** means any formal administrative or regulatory proceeding by a disciplinary or regulatory official, board or agency, commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, to investigate charges of professional misconduct in the performance of **Professional Services**.
- H. **Disciplinary or Regulatory Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary or Regulatory Proceeding**.
- Disciplinary or Regulatory Proceeding Expenses** do not include:
1. fines, penalties or sanctions assessed against any **Insured**; or
 2. expenses, salaries, wages, benefits or overhead of, or paid to, any **Insured**.
- I. **Independent Contractor** means any natural person who performs **Professional Services** under contract with, and at the direction and control of, an **Insured**, provided that such **Professional Services** inure to the benefit of the **Named Insured**.
- J. **Insured** means any **Insured Person**, **Named Insured** or **Predecessor Firm**.
- K. **Insured Person** means any natural person who:
1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
 2. was or is a member of the board of managers, director, executive officer, or shareholder of the **Named Insured** or **Predecessor Firm**;
 3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
 4. was or is an **Independent Contractor**,
- provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.
- L. **Investment Adviser** means any **Insured** who provides financial, economic or investment advice, including personal financial planning and investment management services, provided that **Investment Adviser** does not include any **Insured** while involved in the bartering, purchase or sale of securities, insurance products or other investment products.
- M. **Named Insured** means the person or entity set forth in ITEM 1 of the Declarations.
- N. **Network and Information Security Offense** means:
1. the failure to prevent the transmission of a computer virus or any other malicious code;
 2. the failure to provide any authorized user of the **Named Insured's** website, or the **Named Insured's** computer or communications network, with access to such website, or computer or communications network; or
 3. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
- O. **Optional Extended Reporting Period** means the period of time specified in the Optional Extended Reporting Period Endorsement, beginning with the effective date this policy is cancelled or not renewed.
- P. **Personal Fiduciary** means an executor, administrator, or representative of an estate, or a trustee of a **Personal Trust**.
- Q. **Personal Injury Offense** means any of the following offenses:
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 a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor, provided that the wrongful eviction, wrongful entry, or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord, or lessor of that room, dwelling, or premises.
 4. Oral, written, or electronic publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services, provided that the **Claim** is made by a person or entity that claims to have been slandered or libeled, or whose goods, products, or services have allegedly been disparaged.
 5. Oral, written, or electronic publication of material that appropriates a person's likeness, unreasonably places a person in false light, or gives unreasonable publicity to a person's private life.
- R. **Personal Trust** means an individual or family trust established for the sole benefit of the individual or family, or a charitable remainder trust subject to Section 664 of the Internal Revenue Code, as amended.
- S. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date this policy is cancelled or not renewed.
- T. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; or
 2. the period between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date this policy is cancelled or not renewed if such period is less than one year.
- U. **Potential Claim** means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.
- V. **Pre-Claim Expenses** means reasonable fees, costs and expenses incurred by the Company in the investigation of a specific **Potential Claim**.
- W. **Predecessor Firm** means any accounting firm that, prior to the Inception Date set forth in ITEM 2 of the Declarations, is dissolved or inactive and is no longer rendering **Professional Services**, and:
1. some or all of such firm's principals, owners, officers, or partners have joined the **Named Insured** and more than 50% of such firm's assets have been assigned or transferred to the **Named Insured**; or
 2. at least 50% of the principals, owners, officers, or partners of such firm have joined the **Named Insured**.
- X. **Principal Insured** means a member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **Named Insured**.
- Y. **Professional Liability Coverage** means the coverage part set forth in ITEM 4 of the Declarations.
- Z. **Professional Services** means only services in the practice of accounting, and pro-bono services in the practice of accounting, provided that such pro-bono services are performed with the knowledge and consent of the **Named Insured**.
- Professional Services** includes services in any of the following capacities:
1. Accountant or accounting consultant.
 2. **Investment Adviser**.
 3. Bookkeeper, enrolled agent or tax preparer.
 4. **Personal Fiduciary**.

5. Notary public, provided that the **Insured Person** witnessed and attested to the authenticity of the signature notarized by such **Insured Person**.
6. Member of a formal accreditation, standards review or similar professional board or committee related only to the accounting profession.
7. Arbitrator or mediator.

AA. **Related Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any fact, circumstance, situation, transaction, event, or decision.

All **Related Wrongful Acts** are a single **Wrongful Act**, and all **Related Wrongful Acts** will be deemed to have been committed at the time the first of such **Related Wrongful Acts** was committed whether prior to or during the **Policy Period**.

BB. **Wrongful Act** means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services**; or
2. **Network and Information Security Offense**,
by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured** or any **Predecessor Firm**.

V. **EXCLUSIONS**

A. **Audit And Review For Certain Entities**

This policy does not apply to any **Claim** based upon or arising out of audit and review services performed for any entity while any **Insured**, or any **Insured Person's** spouse, is an officer, director, partner, manager, public official, or a more than 10% shareholder of such entity.

B. **Beneficiary Or Distributee Of A Trust Estate**

This policy does not apply to any **Claim** based upon or arising out of **Professional Services** performed as an executor, administrator, or personal representative of an estate, or as trustee, if any **Insured**, or any **Insured Person's** spouse, is a beneficiary or distributee of such estate or trust.

C. **Claims By An Insured Against Another Insured**

This policy does not apply to any **Claim** by any **Insured** against another **Insured**.

D. **Computer Hardware Or Software Development**

This policy does not apply to any **Claim** based upon or arising out of the development of computer hardware or software for others.

E. **Contract Liability**

This policy does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

F. **Criminal, Dishonest, Fraudulent Or Malicious Conduct**

This policy does not apply to any **Claim** based upon or arising out of any:

1. criminal, dishonest, fraudulent or malicious conduct; or
2. other willful violation of laws,

committed by the **Insured** or by anyone with the consent or knowledge of the **Insured**, provided that this exclusion does not apply to any **Insured Person** who did not participate in or have knowledge of such conduct or violation.

G. Employee Retirement Income Security Act

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as a plan administrator of an employee benefit plan, or the trustee of any trust established to fund such plan, or any other fiduciary of such plans, regardless of whether the **Claim** is made against the **Insured** under the Employee Retirement Income Security Act of 1974, as amended, or any regulation or order issued pursuant thereto, provided that this exclusion will not apply if the **Insured** is deemed to be a fiduciary solely by virtue of **Professional Services** performed as an accountant to the plan, including accounting, audit, attest, consulting, tax, investment advisory services or administrative services to an employee benefit plan as an independent third party consultant.

H. Expected Or Intended Failure And Internet Service Interruption

This policy does not apply to any **Claim** based upon or arising out of any **Network and Information Security Offense** that results in:

1. the failure to provide access to the **Named Insured's** website, or the **Named Insured's** computer or communications network, that was expected or intended by the **Insured**; or
2. any Internet service interruption or failure, provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.

I. Government Demands Or Proceedings

This policy does not apply to any **Claim** based upon or arising out of a **Network and Information Security Offense** and brought by:

1. the Federal Trade Commission;
2. the Federal Communications Commission; or
3. any other federal, national, state, local, or foreign government, agency, or entity,

provided that this exclusion will not apply to any **Claim** made by such entity in its capacity as a customer or client of the **Named Insured**.

J. Handling Of Funds

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** conversion, commingling, defalcation, misappropriation, or other intentional misuse or illegal use of funds, money, or property.

K. Insured's Capacity As A Broker Or Dealer

This policy does not apply to any **Claim** based upon or arising out any **Insured's** capacity as a broker or dealer of securities as defined in sections 3(a)(4) and 3(a)(5) of the Securities Exchange Act of 1934, as amended.

L. Management Capacity

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as an officer, director, partner, manager, or employee of any entity other than the **Named Insured**.

M. Trustee

This policy does not apply to any **Claim** based upon or arising out of **Professional Services** performed as a trustee for any investment fund established for the benefit of any entity or group of unrelated individuals, provided that this exclusion does not apply to an **Insured's** capacity as a trustee for a **Personal Trust**.

A. SETTLEMENT

The Company will not settle a **Claim** without the consent of the **Named Insured**. The Company may, with the consent of the **Named Insured**, settle or compromise any **Claim**, within the applicable Professional Liability Coverage Limits, as the Company deems expedient. In the event that the Company recommends a settlement offer for any **Claim** that is acceptable to the claimant, and the **Named Insured** refuses to consent to such settlement offer, the Company will not pay more for **Damages** and **Defense Expenses** for such **Claim** than the combined total of:

1. the amount of such proposed settlement offer;
2. the amount of **Defense Expenses** incurred prior to the date the **Named Insured** refused to consent to the proposed settlement offer; and
3. 50% of the amount of **Damages** and **Defense Expenses** incurred in excess of the combined total of the amounts set forth in 1 and 2 of this section above,

provided that the Company will have no obligation to pay any **Damages** or **Defense Expenses**, or to defend or continue to defend any **Claim**, after the applicable Professional Liability Coverage Limit that applies to such **Claim** has been exhausted.

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other insurance to this policy. This policy will not be subject to the terms of any other insurance.

C. DEDUCTIBLE

The following is added to section I. DEDUCTIBLE of the Professional Liability Terms and Conditions:

If the Company and the first **Named Insured** agree to the final settlement of a **Claim** with the claimant during the initial voluntary mediation of that **Claim** or within 30 days after participation in such mediation, the first **Named Insured's** Deductible obligation for such **Claim** will be reduced by 50% subject to a maximum reduction of \$25,000. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

SECURITIES PRACTICE EXCLUSION ENDORSEMENT

This endorsement changes the following:

Accountants Professional Liability Coverage

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Securities Practice Exclusion

This policy does not apply to any **Claim** based upon or arising out of:

1. any actual or alleged violation of The Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utilities Holding Act of 1935, The Trust Indenture Act of 1939, The Investment Company Act of 1940, The Investment Advisors Act of 1940, or any state Blue Sky Laws; any amendments or any rules, regulations or orders issued pursuant thereto; or similar common law principles of liability;
2. **Professional Services** involving, directly or indirectly, any state or municipal financing or bonds; or
3. The formation, syndication, operation or administration of any limited partnership or joint venture.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRANCHISORS ENDORSEMENT

This endorsement changes the following:

Accountants Professional Liability Coverage

It is agreed that:

The following is added to section IV. DEFINITIONS J., Insured:

- J. **Insured** also means the **Named Insured's** franchisors, but only for **Claims** resulting from any other **Insured's Professional Services**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

ENROLLED AGENTS ENDORSEMENT

This endorsement changes the following:

Accountants Professional Liability Coverage

It is agreed that:

The following replaces section **VI. CONDITIONS, C. DEDUCTIBLE**:

C. DEDUCTIBLE

The following is added to section **I. DEDUCTIBLE** of the Professional Liability Terms and Conditions:

The first **Named Insured**'s Deductible obligation will be reduced by 10%.

In addition, if the Company and the first **Named Insured** agree to the final settlement of a **Claim** with the claimant during the initial voluntary mediation of that **Claim** or within 30 days after participation in such mediation, the first **Named Insured**'s Deductible obligation for such **Claim** will be reduced by an additional 50%. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

In no event will the Deductible reductions described in this section exceed a combined total reduction of \$25,000.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

LIFE AND HEALTH INSURANCE AGENT ENDORSEMENT

This endorsement changes the following:

Accountants Professional Liability Coverage

It is agreed that:

1. The following is added to section **IV. DEFINITIONS, Z. Professional Services:**

Professional Services includes services in any of the following capacities:

Life and Health Insurance Agent.

2. The following are added to section **IV. DEFINITIONS:**

Insurance Manager means managing general agent, managing underwriter, managing general underwriter, program underwriter, program administrator, or other similar capacity.

Life and Health Insurance Agent means any **Insured** doing business as an insurance agent or insurance broker for the advice, sale, servicing, or placement of annuities, or life, accident, health, or disability insurance.

3. The following are added to section **V. Exclusions:**

Actuarial Advice

This policy does not apply to any **Claim** based upon or arising out of the rendering of, or failure to render, actuarial advice.

Consolidated Omnibus Budget Reconciliation Act

This policy does not apply to any **Claim** based upon or arising out of any violation of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.

Handling Of Premium, Commission, Claim, Or Tax Monies

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** inability or refusal to pay or collect premium, commission, claim, or tax monies.

Insolvency

This policy does not apply to any **Claim** based upon or arising out of:

1. any governmental intervention, cease or desist order; or
2. the insolvency, receivership, bankruptcy, liquidation, or financial inability to pay of any organization providing annuities, insurance or reinsurance.

Issuing Company:
Policy Number:

Insurance Manager

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as an **Insurance Manager**.

Life and Health Insurance Agent Prior Wrongful Acts

This policy does not apply to any **Claim** based upon or arising out of any **Wrongful Act** by any Specified Life and Health Agent shown below, committed prior to the corresponding Specified Life and Health Agent Prior Wrongful Acts Date shown below, in such Specified Life and Health Agent's capacity as a **Life and Health Insurance Agent**.

Managed Care

This policy does not apply to any **Claim** based upon or arising out of:

1. The failure of any health maintenance organization, preferred provider organization, or other managed care organization to pay the salary, charges, or fees of any provider of medical services.
2. The quality of care provided by, or the malpractice of, any participating provider of any health maintenance organization, preferred provider organization, or other managed care organization.

Multiple Employer Welfare Arrangements and Multiple Employer Trusts

This policy does not apply to any **Claim** based upon or arising out of the rendering of, or failure to render, **Professional Services** related to any Multiple Employer Welfare Arrangement or Multiple Employer Trust as defined by the Employee Retirement Income Security Act of 1974, as amended.

Settlement Products and Promissory Notes

This policy does not apply to any **Claim** based upon or arising out of the advice, sale, servicing, or placement of any:

1. structured settlement annuity;
2. life settlement;
3. viatical settlement; or
4. promissory note.

Specified Life and Health Agent

<enter name>

#####

Specified Life and Health Agent Prior Wrongful Acts Date

<enter date>

#####

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

REGISTERED REPRESENTATIVE ENDORSEMENT

This endorsement changes the following:

Accountants Professional Liability Coverage

It is agreed that:

1. The following is added to section **IV. DEFINITIONS, Z. Professional Services:**

Professional Services includes services in any of the following capacities:

Registered Representative.

2. The following are added to section **IV. DEFINITIONS:**

Registered Representative means any Specified Registered Representative shown below who is registered with the National Association of Securities Dealers and provides services pursuant to a contract with their corresponding Specified Broker or Dealer shown below.

3. The following exclusion is deleted from section **V. Exclusions:**

K. Insured's Capacity As A Broker Dealer

4. The following are added to section **V. Exclusions:**

Discounted Equity Securities

This policy does not apply to any **Claim** based upon or arising out of the advice, sale, servicing, or placement of any equity security priced under \$5.00, provided that this exclusion does not apply if:

1. such security is registered, or approved for registration, upon notice of issuance on a national securities exchange;
2. authorized, or approved for authorization, upon notice of issuance for quotation in the National Association of Securities Dealers Automated Quotation system; or
3. issued by an investment company registered under the Investment Company Act of 1940, as amended.

Insolvency

This policy does not apply to any **Claim** based upon or arising out of:

1. any governmental intervention, cease or desist order; or
2. the insolvency, receivership, bankruptcy, liquidation, or financial inability to pay of any organization.

Investment Banking

This policy does not apply to any **Claim** based upon or arising out of:

1. any **Insured's** underwriting, syndication, or promotion of equity or debt securities;
2. any **Insured's** investment banking activities, including the sale and distribution of a new offering of securities;
3. any **Insured's** rendering advice, recommendations, or services regarding any merger, tender offer, proxy contest, acquisition, restructuring, reorganization, recapitalization, divestiture, or similar transaction; or

Issuing Company:

Policy Number:

4. any disclosure requirements in connections with sub-parts 1., 2., or 3. above.

Multiple Employer Welfare Arrangements and Multiple Employer Trusts

This policy does not apply to any **Claim** based upon or arising out of the rendering of, or failure to render, **Professional Services** related to any Multiple Employer Welfare Arrangement or Multiple Employer Trust as defined by the Employee Retirement Income Security Act of 1974, as amended.

Non-Standard Investment Products

This policy does not apply to any **Claim** based upon or arising out of the advice, sale, servicing, or placement of any:

1. Commodity.
2. Commodity futures contract.
3. Option contract.
4. Promissory note.
5. Limited partnership.
6. Life or viatical settlement.
7. Viaticated insurance benefit.
8. Security backed by any viatical settlement.

Registered Representative Prior Wrongful Acts

This policy does not apply to any **Claim** based upon or arising out of any **Wrongful Act** by any Specified Registered Representative shown below, committed prior to the corresponding Specified Registered Representative Prior Wrongful Acts Date shown below, in such Specified Registered Representative's capacity as a **Registered Representative**.

Unauthorized Services Or Products

This policy does not apply to any **Claim** based upon or arising out of the advice, sale, servicing, or placement of any product by any **Registered Representative** that is not authorized by their corresponding Specified Broker or Dealer shown below.

Violation Of Securities Law

This policy does not apply to any **Claim** based upon or arising out of any violation of the:

1. Insider Trading and Securities Fraud Enforcement Act of 1988, as amended.
2. Securities Exchange Act of 1934, as amended.

<u>Specified Registered Representative</u> <enter name>	<u>Specified Broker or Dealer</u> <enter name>	<u>Specified Registered Representative Prior Wrongful Acts Date</u> <enter date>
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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**DESIGN PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. XXXXXXXXXXXX

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses.

The deductible applies to defense expenses.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses up to 50%.

Up to 50% of the deductible amount applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: <enter named insured></p> <p>Principal Address: <enter address></p>
ITEM 2	<p>POLICY PERIOD: Inception Date: <enter date> Expiration Date: <enter date> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: PLclaims@travelers.com</p> <p>FAX: 888-460-6622</p> <p>Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102</p>

ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Design Professionals Liability Coverage</p>
ITEM5	<p>DESIGN PROFESSIONALS LIABILITY</p> <p>Professional Services and Network and Information Security Offenses Coverage Limits: \$<enter amount> for each Claim; not to exceed \$<enter amount> for all Claims</p> <p>Deductible: \$<enter amount> each Claim \$<enter amount-n/a> all Claims</p> <p>Retroactive Date: <enter date></p> <p>Knowledge Date: <enter date></p>
ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p>
ITEM 7	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$<enter amount> Policy Premium \$<enter amount> Annual Installment Premium</p>

ITEM 8	<p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table> <tr> <td>Additional Premium Percentage:</td> <td>Additional Months:</td> </tr> <tr> <td><enter percentage> %</td> <td>12</td> </tr> <tr> <td><enter percentage> %</td> <td>24</td> </tr> <tr> <td><enter percentage> %</td> <td>36</td> </tr> <tr> <td><enter percentage> %</td> <td>60</td> </tr> <tr> <td><enter percentage> %</td> <td>Unlimited</td> </tr> </table>	Additional Premium Percentage:	Additional Months:	<enter percentage> %	12	<enter percentage> %	24	<enter percentage> %	36	<enter percentage> %	60	<enter percentage> %	Unlimited
Additional Premium Percentage:	Additional Months:												
<enter percentage> %	12												
<enter percentage> %	24												
<enter percentage> %	36												
<enter percentage> %	60												
<enter percentage> %	Unlimited												
ITEM 9	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p><enter form number/edition date> <enter form number/edition date></p>												

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

 Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

DESIGN PROFESSIONALS LIABILITY COVERAGE

Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

CONSIDERATION CLAUSE

IN CONSIDERATION of the premium set forth in ITEM 7 of the Declarations, and pursuant to all the terms, exclusions, conditions and limitations of this policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages and Defense Expenses** for any **Claim** first made during the **Policy Period** that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Principal Insured** on the Knowledge Date set forth in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. SUPPLEMENTARY PAYMENTS

The Company will pay the following with respect to any **Claim** covered by this policy:

- A. All expenses incurred by the Company, other than **Defense Expenses**.
- B. All reasonable expenses incurred by the **Insured** at the Company's request to investigate or defend a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work will not exceed:
 - 1. \$500 per **Insured Person** per day; and
 - 2. \$15,000 per **Policy Year** for all **Insured Persons**.
- C. The cost of bonds to release attachments that is within the applicable Professional Liability Coverage Limit, provided that the Company will not be the principal under any such bond and will not have any duty to furnish such bond.
- D. All costs taxed against the **Insured** on that part of a judgment the Company pays.
- E. The cost of any required appeal bond for that part of a judgment that is for **Damages** to which this policy applies, and that is within the applicable Professional Liability Coverage Limit, provided that:
 - 1. the Company consents to the appeal of such judgment; and
 - 2. the Company will not be the principal under any such bond and will not have any duty to furnish such bond.

Payment of amounts under section II. SUPPLEMENTARY PAYMENTS will not be subject to a Deductible and will not reduce the applicable Professional Liability Coverage Limits. If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make payments under section II. SUPPLEMENTARY PAYMENTS.

III. ADDITIONAL BENEFITS

The Company will reimburse the **Insured** for the following:

- A. **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported to the Company during the **Policy Period**.
- B. **Disciplinary or Regulatory Proceeding Expenses** that result from a **Disciplinary or Regulatory Proceeding** first initiated and reported to the Company during the **Policy Period**.

IV. DEFINITIONS

Wherever appearing in this policy, the following words and phrases appearing in bold type will have the meanings set forth in section IV. DEFINITIONS:

- A. **Automatic Extended Reporting Period** means the period of time beginning with the effective date this policy is cancelled or not renewed, and ending:
 - 1. 60 days after such cancellation or nonrenewal takes effect; or
 - 2. the date any other policy obtained by the **Named Insured** that provides similar coverage for **Professional Services** takes effect,whichever is earlier.
- B. **Claim** means:
 - 1. a demand for money or services;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading; or
 - 3. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,against any **Insured** for a **Wrongful Act**.
A **Claim** will be deemed to be made on the earliest date such notice thereof is received by any **Principal Insured**.
- C. **Crisis Event** means any:
 - 1. **Wrongful Act**;
 - 2. death, departure or debilitating illness of a **Principal Insured**;
 - 3. potential dissolution of the **Named Insured**;
 - 4. incident of workplace violence; or
 - 5. other event,that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.
- D. **Crisis Event Expenses** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.
- E. **Damages** means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; or prejudgment interest and postjudgment interest.
Damages does not include the following:
 - 1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
 - 2. **Defense Expenses**.

- F. **Defense Expenses** means reasonable and necessary fees, costs and expenses, incurred by the Company, or by the **Insured** with the Company's written consent, that result directly from the investigation, defense, settlement or appeal of a specific **Claim**, provided that **Defense Expenses** do not include any payments made pursuant to section II. SUPPLEMENTARY PAYMENTS of the **Professional Liability Coverage**.
- G. **Disciplinary or Regulatory Proceeding** means any formal administrative or regulatory proceeding by a disciplinary or regulatory official, board or agency, commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, to investigate charges of professional misconduct in the performance of **Professional Services**.
- H. **Disciplinary or Regulatory Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary or Regulatory Proceeding**.
- Disciplinary or Regulatory Proceeding Expenses** do not include:
1. fines, penalties or sanctions assessed against any **Insured**; or
 2. expenses, salaries, wages, benefits or overhead of, or paid to, any **Insured**.
- I. **Independent Contractor** means any natural person who performs **Professional Services** under contract with, and at the direction and control of, an **Insured**, provided that such **Professional Services** inure to the benefit of the **Named Insured**.
- J. **Insured** means any **Insured Person**, **Named Insured**, or **Predecessor Firm**.
- K. **Insured Person** means any natural person who:
1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
 2. was or is a member of the board of managers, director, executive officer, or shareholder of the **Named Insured** or **Predecessor Firm**;
 3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
 4. was or is an **Independent Contractor**,
- provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.
- L. **Named Insured** means the person or entity set forth in ITEM 1 of the Declarations.
- M. **Network and Information Security Offense** means:
1. the failure to prevent the transmission of a computer virus or any other malicious code;
 2. the failure to provide any authorized user of the **Named Insured's** website, or the **Named Insured's** computer or communications network, with access to such website, or computer or communications network; or
 3. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
- N. **Optional Extended Reporting Period** means the period of time specified in the Optional Extended Reporting Period Endorsement, beginning with the effective date this policy is cancelled or not renewed.
- O. **Personal Injury Offense** means any of the following offenses:
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 a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor, provided that the wrongful eviction, wrongful entry, or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord, or lessor of that room, dwelling, or premises.

4. Oral, written, or electronic publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services, provided that the **Claim** is made by a person or entity that claims to have been slandered or libeled, or whose goods, products, or services have allegedly been disparaged.
 5. Oral, written, or electronic publication of material that appropriates a person's likeness, unreasonably places a person in false light, or gives unreasonable publicity to a person's private life.
- P. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date this policy is cancelled or not renewed.
- Q. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; or
 2. the period between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date this policy is cancelled or not renewed if such period is less than one year.
- R. **Potential Claim** means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.
- S. **Pre-Claim Expenses** means reasonable fees, costs and expenses incurred by the Company in the investigation of a specific **Potential Claim**.
- T. **Predecessor Firm** means any design firm that, prior to the Inception Date set forth in Item 2 of the Declarations, is dissolved or inactive and is no longer rendering **Professional Services**, and more than 50% of such firm's assets and liabilities have been assigned, acquired or transferred to the **Insured**.
- U. **Principal Insured** means a member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **Named Insured**.
- V. **Professional Liability Coverage** means the coverage part set forth in ITEM 4 of the Declarations.
- W. **Professional Services** means only services in any of the following capacities:
1. Architect.
 2. Engineer.
 3. Land surveyor.
 4. Landscape architect.
 5. Construction manager.
 6. Scientist.
 7. Technical consultant.
- X. **Related Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any fact, circumstance, situation, transaction, event, or decision.

All **Related Wrongful Acts** are a single **Wrongful Act**, and all **Related Wrongful Acts** will be deemed to have been committed at the time the first of such **Related Wrongful Acts** was committed whether prior to or during the **Policy Period**.

- Y. **Wrongful Act** means any:
1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services**; or
 2. **Network and Information Security Offense**,
- by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

V. **EXCLUSIONS**

A. **Claims By An Insured Against Another Insured**

This policy does not apply to any **Claim** by any **Insured** against another **Insured**.

B. **Claims By Certain Persons Or Entities**

This policy does not apply to any **Claim** by or on behalf of, or in the name or right of, any entity:

1. operated, controlled or managed by any **Insured**;
2. that any **Insured**, or any **Insured's** spouse, individually or collectively with one or more **Insureds**, has an ownership interest that exceeds 49%;
3. that holds the controlling financial interest in any **Insured**; or
4. that manages or operates any **Insured**.

C. **Contract Liability**

This policy does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

D. **Cost To Repair Or Replace Faulty Workmanship**

This policy does not apply to any **Claim** based upon or arising out of the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by any **Insured**, including the cost of materials, parts or equipment furnished in connection therewith.

E. **Criminal, Dishonest, Fraudulent Or Malicious Conduct**

This policy does not apply to any **Claim** based upon or arising out of any:

1. criminal, dishonest, fraudulent or malicious conduct; or
2. other willful violation of laws,

committed by the **Insured** or by anyone with the consent or knowledge of the **Insured**, provided that this exclusion does not apply to any **Insured Person** who did not participate in or have knowledge of such conduct or violation.

F. **Design Or Manufacture Of Sold Or Supplied Goods Or Products**

This policy does not apply to any **Claim** based upon or arising out of the design or manufacture of goods or products which are sold or supplied by the **Insured** or by others under license from the **Insured**, provided that this exclusion will not apply to software sold or supplied by the **Insured** to its customer or client in connection with the **Insured's** provision of **Professional Services** for such customer or client.

G. **Expected Or Intended Failure And Internet Service Interruption**

This policy does not apply to any **Claim** based upon or arising out of any **Network and Information Security Offense** that results in:

1. the failure to provide access to the **Named Insured's** website, or the **Named Insured's** computer or communications network, that was expected or intended by the **Insured**; or
2. any Internet service interruption or failure, provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.

H. Government Demands Or Proceedings

This policy does not apply to any **Claim** based upon or arising out of a **Network and Information Security Offense** and brought by:

1. the Federal Trade Commission;
2. the Federal Communications Commission; or
3. any other federal, national, state, local, or foreign government, agency, or entity,

provided that this exclusion will not apply to any **Claim** made by such entity in its capacity as a customer or client of the **Named Insured**.

I. Nuclear Energy

This policy does not apply to any **Claim** based upon or arising out of any nuclear reaction, radiation or contamination within or originating from a site where a nuclear reactor is located or where nuclear material or waste is disposed.

J. Warranties Or Guarantees

This policy does not apply to any **Claim** based upon or arising out of any express warranty or guarantee by any **Insured**, provided that this exclusion will not apply to any guarantee that the **Insured's Professional Services** conform with the generally accepted standard of care applicable to that **Professional Service**.

VI. CONDITIONS

A. SETTLEMENT

The Company may settle or compromise any **Claim** as the Company deems expedient with the consent of the **Named Insured**, such consent not to be unreasonably withheld.

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other insurance to this policy. This policy will not be subject to the terms of any other insurance.

When such other insurance available to the **Insured** has been issued for a specific project or projects, this policy will not respond until the limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, self-insured or otherwise, has been exhausted.

C. DEDUCTIBLE

The following is added to section I. DEDUCTIBLE of the Professional Liability Terms and Conditions:

If the Company and the first **Named Insured** settle a **Claim** through voluntary mediation, the first **Named Insured's** deductible obligation for such **Claim** will be reduced by 50% subject to a maximum reduction of \$25,000. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

AMENDED SETTLEMENT ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **VI. CONDITIONS, A. SETTLEMENT:**

In the event that the Company recommends a settlement offer for any **Claim** that is acceptable to the claimants, and the **Named Insured** refuses to consent to such settlement offer, the Company will not pay more for **Damages** and **Defense Expenses** for such **Claim** than the combined total of:

1. the amount of such proposed settlement offer; and
2. the amount of **Defense Expenses** incurred prior to the date the **Named Insured** refused to consent to the proposed settlement offer.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

BODILY INJURY AND PROPERTY DAMAGE EXCLUSIONS ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following are added to section **IV. DEFINITIONS**:

Bodily Injury means harm to the physical health of any person, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

3. The following is added to section **V. EXCLUSIONS**:

Bodily Injury or Property Damage

This policy does not apply to any **Claim** based upon or arising out of **Bodily Injury** or **Property Damage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

BODILY INJURY EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following is added to section **IV. DEFINITIONS**:

Bodily Injury means harm to the physical health of any person, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

2. The following is added to section **V. EXCLUSIONS**:

Bodily Injury

This policy does not apply to any **Claim** based upon or arising out of **Bodily Injury**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

PROPERTY DAMAGE EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following is added to section **IV. DEFINITIONS**:

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

2. The following is added to section **V. EXCLUSIONS**:

Property Damage

This policy does not apply to any **Claim** based upon or arising out of **Property Damage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PREDECESSOR FIRM EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section IV. DEFINITIONS T., Predecessor Firm:

T. Predecessor Firm means any design firm that, prior to the Inception Date of this Policy Period, is dissolved or inactive and is no longer rendering Professional Services, and more than 50% of such firm's assets and liabilities have been assigned, acquired or transferred to the Insured, provided that Predecessor Firm does not include any Specified Firm listed below:

Specified Firm

<enter name(s)>

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Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

NOTICE PROVISIONS ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following is added to the Professional Liability Terms and Conditions:

The Company will not:

- Cancel this policy
Cancel this policy for any reason other than nonpayment of premium
Nonrenew this policy
Reduce the limits of this policy by endorsement

unless the Company provides written notice to the Specified Person or Entity set forth below at least <enter number> days before the effective date of such cancellation, nonrenewal, or limit reduction.

The Company will provide written notice to such Specified Person or Entity using:

- Certified mail
Other

Specified Person or Entity:

<enter name(s)>

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Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

AT RISK CONSTRUCTION MANAGEMENT EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

At Risk Construction Management

This policy does not apply to any **Claim** based upon or arising out of any project for which:

1. the **Insured's Professional Services** are limited to construction management; and
2. the **Insured** is responsible for the construction, erection, fabrication, installation, assembly, manufacture, or supplying of equipment or materials.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

AMENDED RETROACTIVE DATE AND KNOWLEDGE DATE FOR SPECIFIED PROJECTS
ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section I. **INSURING AGREEMENT** solely with respect to any **Claim** based upon or arising out of the rendering of or failure to render **Professional Services** for the Specified Project set forth below:

The Company will pay on behalf of the **Insured, Damages** and **Defense Expenses** for any **Claim** based upon or arising out of the rendering of or failure to render **Professional Services** for the Specified Project set forth below first made during the **Policy Period**, that is caused by a **Wrongful Act** committed on or after the Specified Project Retroactive Date set forth below, provided that no **Principal Insured** on the Specified Project Knowledge Date set forth below had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

Specified Project:

<enter name>

##

Specified Project Retroactive Date:

<enter date>

Specified Project Knowledge Date:

<enter date>

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SPECIFIED PERSON COVERAGE EXTENSION ENDORSMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section IV. DEFINITIONS, K. Insured Person:

- K. Insured Person means any natural person who:
1. is the sole owner of, or is or was a partner in, the Named Insured or Predecessor Firm;
2. was or is a member of the board of managers, director, executive officer or shareholder of the Named Insured or Predecessor Firm;
3. was or is an employee of the Named Insured or Predecessor Firm;
4. was or is an Independent Contractor; or
5. is a Specified Person set forth below,
provided that such person is acting within the scope of their duties on behalf of the Named Insured or Predecessor Firm, or that such Specified Person is acting within the scope of their duties for the Specified Firm set forth below.

Specified Person:

<enter name>
#####
#####
##

Specified Firm:

<enter name>
#####
#####
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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PERSON OR ENTITY AS INSURED ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section **IV. DEFINITIONS, J. Insured:**

J. **Insured** means:

- 1. any **Insured Person**, the **Named Insured**, or any **Predecessor Firm**; or
- 2. the Specified Entity below, provided that such entity is acting within the scope of their duties on behalf of the **Named Insured**.

The following replaces section **IV. DEFINITIONS, K. Insured Person:**

K. **Insured Person** means any natural person who:

- 1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
- 2. was or is a member of the board of managers, director, executive officer or shareholder of the **Named Insured** or **Predecessor Firm**;
- 3. was or is an employee of the **Named Insured** or **Predecessor Firm**;
- 4. was or is an **Independent Contractor**; or
- 5. is a Specified Person below,

provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.

Specified Entity:

<enter name>

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Specified Person:

<enter name>

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Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DESIGN BUILD EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Design Build

This policy does not apply to any **Claim** based upon or arising out of:

1. liquidated damages; or
2. advising on, or securing or failing to secure, financing or monies for any project,

solely with respect to the rendering of or failure to render **Professional Services** for projects constructed, erected, fabricated, installed, assembled, manufactured, or in which equipment was supplied, or material incorporated therein, by:

- a. an **Insured** or subsidiary of an **Insured**;
- b. any entity having common ownership, management, or control of an **Insured** in whole or in part;
- c. any entity acting as an **Insured's** general contractor or subcontractor; or
- d. any entity that owns an **Insured** in whole or in part.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEPARATELY INSURED PROJECTS EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Separately Insured Projects

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** rendering of or failure to render **Professional Services** for any project in which:

1. a separate professional liability policy has been issued specifically for such project; and
2. the **Insured** is an insured person or organization under such separate professional liability policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

SPECIFIED PROJECT DEDUCTIBLE GAP COVERAGE ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **VI. CONDITIONS:**

SPECIFIED PROJECT DEDUCTIBLE GAP COVERAGE

Subject to the applicable Professional Services and Network and Information Security Offenses Coverage Limits set forth in ITEM 5. of the Declarations, the Company will pay on behalf of the **Insured**, the amount of the Specified Project Policy Deductible set forth in the Specified Project Policy Schedule, below, that is in excess of the Deductible amount set forth in ITEM 5. of the Declarations, for which the **Insured** is liable in a **Claim**, provided that as of the effective date of this endorsement, no **Principal Insured** had reason to believe that a **Wrongful Act** may reasonably be expected to be the basis of a **Claim** to which coverage under this endorsement may apply.

The Company's payment of such amount will reduce, and may exhaust, the Professional Services and Network and Security Offenses Coverage Limits. Also, the Company has no duty to defend any Claim to which coverage under this endorsement applies.

As a condition precedent to the Company's payment of such amount, the Insured will provide evidence satisfactory to the Company of:

- a. details of the Specified Project Policy Schedule set forth below; and
- b. the Insured's liability to pay amounts within the Specified Project Policy Deductible Amount.

Specified Project Policy Schedule:

Specified Project Name

<enter name>

#

Specified Project Location

<enter location>

#

Specified Project Contract Number

Issuing Company:
Policy Number:

<enter name/number>

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Specified Project Policy Number and Insurer

<enter name>

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Specified Project Policy Limit

\$<enter amount>

Specified Project Policy Deductible

\$<enter amount>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED RETROACTIVE DATE AFTER ONE YEAR

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **VI. CONDITIONS**:

RETROACTIVE DATE

Effective one year following the Inception Date set forth in ITEM 2 of the Declarations, the Retroactive Date set forth in ITEM 5 of the Declarations is deleted and does not apply.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED DESIGN OR MANUFACTURE OF SOLD OR SUPPLIED GOODS OR PRODUCTS
ENDORSEMENT**

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS, F. Design Or Manufacture Of Sold Or Supplied Goods Or Products:**

F. Design Or Manufacture Of Sold Or Supplied Goods Or Products

This policy does not apply to any **Claim** based upon or arising out of the design or manufacture of goods or products which are sold or supplied by the **Insured**, or by others under license from the **Insured**, provided that this exclusion does not apply to:

- 1 software sold or supplied by the **Insured** to its customer or client in connection with **Professional Services** by the **Insured** to such customer or client; or
2. the supplying of furnishings or fixtures by the Insured as part of interior design or decorating services.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED CONTRACT LIABILITY EXCLUSION ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS, C. Contract Liability**:

C. **Contract Liability**

The policy does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement, provided that this exclusion does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement in a foreign jurisdiction for **Damages** other than liquidated damages.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

**SPECIFIED NAMED INSURED WITH LIMITED COVERAGE FOR SPECIFIED PROJECT OR CONTRACT
ENDORSEMENT**

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following Specified Named Insured is added to ITEM 1 of the Declarations as a **Named Insured**, but will only qualify as a **Named Insured** for **Wrongful Acts**:

1. committed on or after any applicable Specified Named Insured Retroactive Date set forth below; and
2. involving the rendering of or failure to render **Professional Services** for the Specified Project or Contract set forth below.

Specified Named Insured:

<enter name>

#

Specified Named Insured Retroactive Date:

<enter date>

Specified Project or Contract:

Project Number	Project Name	Contract
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<enter name/number>

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Issuing Company:
Policy Number:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

POLLUTION LIABILITY ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

- 1 The following replaces section **IV. DEFINITIONS, Y. Wrongful Act**:

Wrongful Act means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of or failure to render **Professional Services**;
2. **Network and Information Security Offense**; or
3. **Pollution Incident**,

by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

2. The following are added to section **IV. DEFINITIONS**:

Bodily injury means harm to the physical health of other persons, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

Hostile Fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

Mobile Equipment means any of the following types of land vehicles, including attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads.
2. Vehicles maintained for use solely on or next to premises the Insured owns or rents.
3. Vehicles that travel on crawler treads.
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers, or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
5. Vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting, and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in 1., 2., 3., 4., or 5. above maintained primarily for purposes other than transportation of persons or cargo.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any **Pollutant**.

Issuing Company:
Policy Number:

Pollution Incident means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of **Pollutants** into or upon the land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **Bodily Injury** or **Property Damage**.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

1. smoke, vapors, soot, fumes;
2. acids, alkalis, chemicals; and
3. waste.

Pollutant does not include smoke, vapors, soot, or fumes from a **Hostile Fire**.

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

Waste includes materials to be recycled, reconditioned, or reclaimed.

3. The following is added to section **V. EXCLUSIONS**:

Pollution, or Ownership or Use of Automobiles, Aircraft, or Watercraft at Certain Locations

This policy does not apply to any **Claim** based upon or arising out any of the following on projects where the Insured is responsible for construction, erection, fabrication, or remediation:

1. **Pollution** at, on, in, or from any property or facilities that were at any time owned or rented by the **Insured** or by any entity in joint venture with the **Insured**.
2. Ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock, provided that this exclusion will not apply to the ownership, maintenance, use, operation, loading, or unloading of any **Mobile Equipment**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PROJECT DEDUCTIBLE ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following is added to section **I. DEDUCTIBLE**:

The Company's obligation to pay **Damages** and **Defense Expenses** for any **Claim** that results from the rendering of or failure to render **Professional Services** for the Specified Project set forth below applies only to the amount of **Damages** and **Defense Expenses** which are in excess of the applicable Specified Project Deductible for each **Claim** amount set forth below. The Company may, at its discretion, pay all or part of any Specified Project Deductible amount on behalf of the first **Named Insured**, and in such event, the first **Named Insured** agrees to repay the Company any amounts so paid. The Specified Project Deductible for each **Claim** amount is in addition to, and not a part of, the Deductible for each Claim amount set forth in Item 5 of the Declarations.

Specified Project:

<enter name>

##

Specified Project Deductible for each Claim:

\$(enter amount)

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**LAWYERS PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. XXXXXXXXXXXX

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses.

The deductible applies to defense expenses.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses up to 50%.

Up to 50% of the deductible amount applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: <enter named insured></p> <p>Principal Address: <enter address></p>
ITEM 2	<p>POLICY PERIOD: Inception Date: <enter date> Expiration Date: <enter date> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: PLclaims@travelers.com</p> <p>FAX: 888-460-6622</p> <p>Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102</p>

ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Lawyers Professional Liability Coverage</p>
ITEM5	<div style="border: 1px solid black; padding: 10px;"> <p>LAWYERS PROFESSIONAL LIABILITY</p> <p>Professional Services and Network and Information Security Offenses Coverage Limits: \$<enter amount> for each Claim; not to exceed \$<enter amount> for all Claims</p> <p>Publishing and Non-profit Services Coverage Limits: \$<enter amount> for each Claim; not to exceed \$<enter amount> for all Claims</p> <p>Deductible: \$<enter amount> each Claim \$<enter amount-n/a> all Claims</p> <p>Retroactive Date: <enter date></p> <p>Knowledge Date: <enter date></p> </div>
ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p>

ITEM 7	PREMIUM FOR THE POLICY PERIOD: \$<enter amount> Policy Premium \$<enter amount> Annual Installment Premium												
ITEM 8	OPTIONAL EXTENDED REPORTING PERIODS: <table border="0"> <tr> <td>Additional Premium Percentage:</td> <td>Additional Months:</td> </tr> <tr> <td><enter percentage> %</td> <td>12</td> </tr> <tr> <td><enter percentage> %</td> <td>24</td> </tr> <tr> <td><enter percentage> %</td> <td>36</td> </tr> <tr> <td><enter percentage> %</td> <td>60</td> </tr> <tr> <td><enter percentage> %</td> <td>Unlimited</td> </tr> </table>	Additional Premium Percentage:	Additional Months:	<enter percentage> %	12	<enter percentage> %	24	<enter percentage> %	36	<enter percentage> %	60	<enter percentage> %	Unlimited
Additional Premium Percentage:	Additional Months:												
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<enter percentage> %	Unlimited												
ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: <enter form number/edition date> <enter form number/edition date>												

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

LAWYERS PROFESSIONAL LIABILITY COVERAGE

Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

CONSIDERATION CLAUSE

IN CONSIDERATION of the premium set forth in ITEM 7 of the Declarations, and pursuant to all the terms, exclusions, conditions and limitations of this policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages** and **Defense Expenses** for any **Claim** first made during the **Policy Period** that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Insured** on the Knowledge Date set forth in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. SUPPLEMENTARY PAYMENTS

The Company will pay the following with respect to any **Claim** covered by this policy:

- A. All expenses incurred by the Company, other than **Defense Expenses**.
- B. All reasonable expenses incurred by the **Insured** at the Company's request to investigate or defend a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work will not exceed:
 - 1. \$500 per **Insured Person** per day; and
 - 2. \$15,000 per **Policy Year** for all **Insured Persons**.
- C. The cost of bonds to release attachments that is within the applicable Professional Liability Coverage Limit, provided that the Company will not be the principal under any such bond and will not have any duty to furnish such bond.
- D. All costs taxed against the **Insured** on that part of a judgment the Company pays.
- E. The cost of any required appeal bond for that part of a judgment that is for **Damages** to which this policy applies, and that is within the applicable Professional Liability Coverage Limit, provided that:
 - 1. the Company consents to the appeal of such judgment; and
 - 2. the Company will not be the principal under any such bond and will not have any duty to furnish such bond.

Payment of amounts under section II. SUPPLEMENTARY PAYMENTS will not be subject to a Deductible and will not reduce the applicable Professional Liability Coverage Limits. If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make payments under section II. SUPPLEMENTARY PAYMENTS.

III. ADDITIONAL BENEFITS

The Company will reimburse the **Insured** for the following:

- A. **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported to the Company during the **Policy Period**.
- B. **Disciplinary or Regulatory Proceeding Expenses** that result from a **Disciplinary or Regulatory Proceeding** first initiated and reported to the Company during the **Policy Period**.

IV. DEFINITIONS

Wherever appearing in this policy, the following words and phrases appearing in bold type will have the meanings set forth in section IV. DEFINITIONS:

- A. **Automatic Extended Reporting Period** means the period of time beginning with the effective date this policy is cancelled or not renewed, and ending:
 - 1. 60 days after such cancellation or nonrenewal takes effect; or
 - 2. the date any other policy obtained by the **Named Insured** that provides similar coverage for **Professional Services** takes effect,whichever is earlier.
- B. **Claim** means:
 - 1. a demand for money or services;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading; or
 - 3. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,against any **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to be made on the earliest date such notice thereof is received by any **Principal Insured**.
- C. **Crisis Event** means any:
 - 1. **Wrongful Act**;
 - 2. death, departure or debilitating illness of a **Principal Insured**;
 - 3. potential dissolution of the **Named Insured**;
 - 4. incident of workplace violence; or
 - 5. other event,that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.
- D. **Crisis Event Expenses** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.

- E. **Damages** means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; or prejudgment and postjudgment interest. **Damages** does not include the following:
1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
 2. **Defense Expenses.**
- F. **Defense Expenses** means reasonable and necessary fees, costs and expenses, incurred by the Company, or by the **Insured** with the Company's written consent, that result directly from the investigation, defense, settlement or appeal of a specific **Claim**, provided that **Defense Expenses** do not include any payments made pursuant to section II. SUPPLEMENTARY PAYMENTS of the **Professional Liability Coverage**.
- G. **Disciplinary or Regulatory Proceeding** means any formal administrative or regulatory proceeding by a disciplinary or regulatory official, board or agency, commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, to investigate charges of professional misconduct in the performance of **Professional Services**.
- H. **Disciplinary or Regulatory Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary or Regulatory Proceeding**.
- Disciplinary or Regulatory Proceeding Expenses** do not include:
1. fines, penalties or sanctions assessed against any **Insured**; or
 2. expenses, salaries, wages, benefits, or overhead of, or paid to, any **Insured**.
- I. **Independent Contractor** means any natural person who performs **Professional Services** under contract with, and at the sole direction and control of, an **Insured**, provided that such **Professional Services** inure to the benefit of the **Named Insured**.
- J. **Insured** means any **Insured Person**, **Named Insured**, or **Predecessor Firm**.
- K. **Insured Person** means any natural person who:
1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
 2. was or is a member of the board of managers, director, executive officer, or shareholder of the **Named Insured** or **Predecessor Firm**;
 3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
 4. was or is an **Independent Contractor** or Of Counsel attorney,
- provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.
- L. **Lobbyist** means a lawyer who is registered in accordance with any federal or state statute governing the conduct of lobbyists.
- M. **Named Insured** means the person or entity set forth in ITEM 1 of the Declarations.
- N. **Network and Information Security Offense** means:
1. the failure to prevent the transmission of a computer virus or any other malicious code;
 2. the failure to provide any authorized user of the **Named Insured's** website, or the **Named Insured's** computer or communications network, with access to such website, or computer or communications network ; or
 3. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.

- O. **Non-Profit Entity** means any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- P. **Non-Profit Services** means only services that the **Insured** performs for others, with the knowledge and consent of, or as part of the duties regularly assigned by, the **Named Insured**, while serving in the capacity as a:
1. director, officer or committee member of an attorneys' bar association; or
 2. director, officer or trustee of a **Non-Profit Entity**.
- Q. **Optional Extended Reporting Period** means the period of time specified in the Optional Extended Reporting Period Endorsement, beginning with the effective date this policy is cancelled or not renewed.
- R. **Personal Injury Offense** means any of the following offenses:
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 a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor, provided that the wrongful eviction, wrongful entry, or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord, or lessor of that room, dwelling, or premises.
 4. Oral, written, or electronic publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services, provided that the **Claim** is made by a person or entity that claims to have been slandered or libeled, or whose goods, products, or services have allegedly been disparaged.
 5. Oral, written, or electronic publication of material that appropriates a person's likeness, unreasonably places a person in false light, or gives unreasonable publicity to a person's private life.
- S. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date this policy is cancelled or not renewed.
- T. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; or
 2. the period between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date this policy is cancelled or not renewed if such period is less than one year.
- U. **Potential Claim** means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.
- V. **Pre-Claim Expenses** means reasonable fees, costs and expenses incurred by the Company in the investigation of a specific **Potential Claim**.
- W. **Predecessor Firm** means any law firm that, prior to the Inception Date set forth in ITEM 2 of the Declarations, is dissolved or inactive and is no longer rendering **Professional Services**, and:
1. some or all of such firm's principals, owners, officers, or partners have joined the **Named Insured** and more than 50% of such firm's assets have been assigned or transferred to the **Named Insured**; or
 2. at least 50% of the principals, owners, officers, or partners of such firm have joined the **Named Insured**.
- X. **Principal Insured** means a member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager, or in-house general counsel of the **Named Insured**.

- Y. **Professional Liability Coverage** means the coverage part set forth in ITEM 4 of the Declarations.
- Z. **Professional Services** means only services in any of the following capacities, and pro-bono services in such capacities, provided that such pro-bono services are performed with the knowledge and consent of the **Named Insured**:
1. Lawyer.
 2. Law clerk, paralegal, legal secretary or other legal support staff.
 3. Arbitrator or mediator.
 4. **Lobbyist**.
 5. Notary public, provided that the **Insured Person** witnessed and attested to the authenticity of the signature notarized by such **Insured Person**.
 6. **Title Agent**.
 7. Administrator, conservator, receiver, executor, guardian, trustee or any similar fiduciary capacity, directly connected with the **Insured's** practice of law.
- AA. **Publishing** means creating and producing any material directly related to the practice of law in any format for distribution or sale to others, including preparing materials, or presenting seminars, for continuing legal education credit, provided that such **Publishing** is performed with the knowledge and consent of the **Named Insured**.
- BB. **Related Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any fact, circumstance, situation, transaction, event, or decision.
- All **Related Wrongful Acts** are a single **Wrongful Act**, and all **Related Wrongful Acts** will be deemed to have been committed at the time the first of such **Related Wrongful Acts** was committed whether prior to or during the **Policy Period**.
- CC. **Title Agent** means an agent of a title insurance underwriter.
- DD. **Wrongful Act** means any:
1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services** or **Non-Profit Services**;
 2. actual or alleged act, error, omission, or **Personal Injury Offense** in **Publishing**; or
 3. **Network and Information Security Offense**,
- by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured** or any **Predecessor Firm**.

V. **EXCLUSIONS**

A. **Beneficiary Or Distributee Of A Trust Or Estate**

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as a beneficiary or distributee of any trust or estate.

B. **Claims By An Insured Against Another Insured For Certain Legal Services**

This policy does not apply to any **Claim** by any **Insured** against another **Insured**, provided that this exclusion will not apply to the Company's duty to defend, or to pay **Defense Expenses** for, **Claims** by any **Insured** against another **Insured** that result from any **Insureds** capacity as a lawyer in connection with the following legal services:

1. Estates.
2. Trusts.
3. Probate.
4. Criminal defense.

5. Domestic relations.
6. Residential or commercial real estate closings.

C. Claims By Certain Persons Or Entities

This policy does not apply to any **Claim** brought by or on behalf of, or in the name or right of:

1. the **Non-Profit Entity** or any of its affiliates or subsidiaries;
2. the attorneys' bar association; or
3. the directors, officers or trustees of the **Non-Profit Entity** or attorneys' bar association,

in any **Insured's** rendering of, or failure to render, **Non-Profit Services**, provided that this exclusion will not apply if the **Claim** is made and continued by or on behalf of such **Non-Profit Entity** or attorneys' bar association without the solicitation, assistance, active participation or intervention of such **Non-Profit Entity** or attorneys' bar association or their respective directors, officers or trustees.

D. Contractual Liability

This policy does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

E. Criminal, Dishonest, Fraudulent Or Malicious Conduct

This policy does not apply to any **Claim** based upon or arising out of any criminal, dishonest, fraudulent or malicious conduct, or other willful violation of laws, committed by any **Insured** or by anyone with the consent or knowledge of any **Insured**, provided that this exclusion will not apply to:

1. any **Insured Person** who did not participate in or have knowledge of such conduct or violation; or
2. the Company's duty to defend, or to pay **Defense Expenses** for, any **Claim** for malicious prosecution or abuse of process.

F. Employee Retirement Income Security Act

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** services or capacity as a fiduciary under the Employee Retiree Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an **Insured** is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

G. Expected Or Intended Failure And Internet Service Interruption

This policy does not apply to any **Claim** based upon or arising out of any **Network and Information Security Offense** that results in:

1. the failure to provide access to the **Named Insured's** website, or the **Named Insured's** computer or communications network, that was expected or intended by the **Insured**; or
2. any Internet service interruption or failure, provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.

H. Government Demands Or Proceedings

This policy does not apply to any **Claim** based upon or arising out of a **Network and Information Security Offense** and brought by:

1. the Federal Trade Commission;
2. the Federal Communications Commission; or
3. any other federal, national, state, local, or foreign government, agency, or entity,

provided that this exclusion will not apply to any **Claim** made by such entity in its capacity as a customer or client of the **Named Insured**.

I. Intentional Misuse Of Money Or Property

This policy does not apply to any **Claim** based upon or arising out of:

1. any **Insured's** conversion, commingling, defalcation, misappropriation or other intentional misuse or illegal use of funds, money or property;

2. the willful or intentional breach or disregard of any oral or written **Title Agent** underwriting or binding authority by any **Insured**,
in any **Insured's** capacity as a **Title Agent**.

J. Management Capacity

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as a director or officer of any entity other than the **Named Insured**, provided that this exclusion will not apply to the **Insured's** capacity as a director or officer of a **Non-Profit Entity**.

K. Management Or Equity Interest

This policy does not apply to any **Claim** based upon or arising out of **Professional Services** or **Publishing** for any entity that, at the time of the **Wrongful Act**, any **Insured**, or any **Insured Person's** spouse, individually or collectively with one or more **Insureds**, manages, controls or has an equity interest which exceeds 15%.

L. Public Official Or Government Employee

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** capacity as a public official, or employee of a government body, subdivision or agency, provided that this exclusion will not apply to an **Insured's Professional Services** for such government body, subdivision or agency if:

1. the **Insured** is deemed to be a public official or employee of such government body, subdivision or agency solely because of **Professional Services** to such entity; and
2. the remuneration for such **Professional Services**, if any, inures to the benefit of the **Named Insured**.

M. Securities, Real Estate Or Other Investments

This policy does not apply to any **Claim** based upon or arising out of the promotion, sale or solicitation by any **Insured** of securities, real estate, or other investments.

VI. CONDITIONS

A. SETTLEMENT

The Company will not settle a **Claim** without the consent of the **Named Insured**. The Company may, with the consent of the **Named Insured**, settle or compromise any **Claim**, within the applicable Professional Liability Coverage Limits, as the Company deems expedient. In the event that the Company recommends a settlement offer for any **Claim** that is acceptable to the claimant, and the **Named Insured** refuses to consent to such settlement offer, the Company will not pay more for **Damages** and **Defense Expenses** for such **Claim** than the combined total of:

1. the amount of such proposed settlement offer;
2. the amount of **Defense Expenses** incurred prior to the date the **Named Insured** refused to consent to the proposed settlement offer; and
3. 50% of the amount of **Damages** and **Defense Expenses** incurred in excess of the combined total of the amounts set forth in 1 and 2 of this section above,

provided that the Company will have no obligation to pay **Damages** or any **Defense Expenses**, or to defend or continue to defend any **Claim**, after the applicable Professional Liability Coverage Limit that applies to such **Claim** has been exhausted.

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other insurance to this policy. This policy will not be subject to the terms of any other insurance.

C. DEDUCTIBLE

The following is added to section I. DEDUCTIBLE of the Professional Liability Terms and Conditions:

If the Company and the first **Named Insured** agree to the final settlement of a **Claim** with the claimant during the initial voluntary mediation of that **Claim** or within 30 days after participation in such mediation, the first **Named Insured's** Deductible obligation for such **Claim** will be reduced by 50% subject to a maximum reduction of \$25,000. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

No Deductible will apply to **Damages** or **Defense Expenses** for **Claims** that result from the rendering of, or failure to render, pro-bono services in the **Insured's** capacity as a lawyer.

D. LIMITS

The following is added to section II. LIMITS of the Professional Liability Terms and Conditions:

2. Publishing and Non-Profit Services Coverage Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that results from **Publishing** or the rendering of, or failure to render, **Non-Profit Services** will not exceed the Publishing and Non-Profit Services Coverage Limit for each **Claim** set forth in ITEM 5 of the Declarations;
- b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from **Publishing** or the rendering of, or failure to render, **Non-Profit Services** will not exceed the Publishing and Non-Profit Services Coverage Limit for all **Claims** set forth in ITEM 5 of the Declarations; and
- c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Optional Reporting Period**, if applicable, that result from **Publishing** or the rendering of, or failure to render, **Non-Profit Services** will not exceed the remaining Publishing and Non-Profit Services Liability Coverage Limits for the last **Policy Year** in effect at the time this **Professional Liability Policy** is cancelled or not renewed;

provided that if the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make any payments under the Publishing and Non-Profit Services Coverage Limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUTUAL CHOICE OF DEFENSE COUNSEL ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following is added to section **III. CLAIM DEFENSE**, paragraph A.:

The **Insured** will have the right to propose alternate defense counsel with respect to a **Claim**, provided that defense counsel agrees to abide by the Company's defense counsel guidelines.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

LAWYERS BEFORE THEY BECAME PARTNERS, SHAREHOLDERS, OR EMPLOYEES OF THE NAMED INSURED ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

1. The following replaces section **IV. DEFINITIONS K., Insured Person:**

K. **Insured Person** means any natural person who:

1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
2. was or is a member of the board of managers, director, executive officer or shareholder of the **Named Insured** or **Predecessor Firm**;
3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
4. was or is an **Independent Contractor** or Of Counsel attorney.

2. The following replaces section **IV. DEFINITIONS DD., Wrongful Act:**

DD. **Wrongful Act** means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured**;
2. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Nonprofit Services** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**;
3. actual or alleged act, error, omission, or **Personal Injury Offense** in **Publishing** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**; or
4. **Network And Information Security Offense** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**.

3. The following replaces section **VI. CONDITIONS, B. OTHER INSURANCE:**

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other

Issuing Company:
Policy Number:

insurance to this policy. However, this policy will not apply to any **Claim** based upon or arising out of any **Insured's** acts, errors, or omissions within the scope of their duties on behalf of anyone other than the **Named Insured**, if other insurance for such **Claim** is available to such **Insured**. This policy will not be subject to the terms of any other insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SPECIFIED LAWYERS BEFORE THEY BECAME PARTNERS, SHAREHOLDERS, OR EMPLOYEES OF THE NAMED INSURED ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

1. The following replaces section **IV. DEFINITIONS K., Insured Person:**

K. **Insured Person** means any natural person who:

1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
2. was or is a member of the board of managers, director, executive officer or shareholder of the **Named Insured** or **Predecessor Firm**;
3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
4. was or is an **Independent Contractor** or Of Counsel attorney,

provided that such person, other than any Specified Person shown below, is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.

2. The following replaces section **IV. DEFINITIONS DD., Wrongful Act:**

DD. **Wrongful Act** means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services** by:
 - a. the **Named Insured**;
 - b. any **Predecessor Firm**;
 - c. any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**; or
 - d. any Specified Person shown below;
2. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Non-Profit Services** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**;
2. actual or alleged act, error, omission, or **Personal Injury Offense** in **Publishing** by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**; or
3. **Network And Information Security Offense**, by the **Named Insured** or any **Predecessor Firm**, or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEE COLLECTION AND FEE DISPUTE EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following is added to section **V. EXCLUSIONS**:

Fee Collection and Fee Dispute

This policy does not apply to any **Claim** based upon or arising out of any:

1. fee collection activities of any **Insured**; or
2. fee disputes involving any **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PROVIDED UNDER ANY OTHER INSURANCE POLICY ISSUED BY THE COMPANY OR ANY
AFFILIATED COMPANIES ENDORSEMENT**

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following section is added to section **II. LIMITS** of the **Professional Liability Terms and Conditions**:

Insurance Provided Under Any Other Insurance Policy issued by the Company or any Affiliated Companies

When this policy and any other policy written by the Company, or any of its affiliated insurance companies, applies to the same **Claim**, the most the Company will pay is the highest available limit of liability that applies to such **Claim** under such policies, provided that this provision does not apply if the other insurance is umbrella or excess insurance that the **Insured** purchased specifically to apply in excess of the limits of coverage that apply under this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

DELETE TITLE AGENT FROM PROFESSIONAL SERVICES DEFINITION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section **IV. DEFINITIONS Z., Professional Services:**

Professional Services means only services in any of the following capacities, and pro-bono services in such capacities, provided that pro-bono services are performed with the knowledge and consent of the **Named Insured:**

1. Lawyer.
2. Law clerk, paralegal, legal secretary or other legal support staff.
3. Arbitrator or mediator.
4. **Lobbyist.**
5. Notary public, provided that the **Insured Person** witnessed and attested to the authenticity of the signature notarized by such **Insured Person.**
6. Administrator, conservator, receiver, executor, guardian, trustee or any similar fiduciary capacity, directly connected with the **Insured's** practice of law.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

DESCRIBED LEGAL SERVICES EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following is added to section V. EXCLUSIONS:

Described Legal Services

This policy does not apply to any Claim based upon or arising out of the rendering of or failure render any Described Legal Services listed below:

Described Legal Services:
<Described legal services>

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS BY ANY INSURED AGAINST ANOTHER INSURED EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces **section V. EXCLUSIONS B., Claims By An Insured Against Another Insured For Certain Legal Services:**

B. Claims By An Insured Against Another Insured For Certain Legal Services

This policy does not apply to any **Claim** by any **Insured** against another **Insured**, provided that this exclusion will not apply to the Company's duty to defend or to pay **Defense Expenses**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HANDLING OF FUNDS EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following exclusion is added to section **V. EXCLUSIONS**:

Handling Of Funds

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** failure to pay, collect, administer or safeguard funds held or to be held for others.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTOR, OFFICER, MANAGER EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS, K. Management or Equity Interest:**

K. Management or Equity Interest

This policy does not apply to any **Claim** based upon or arising out of **Professional Services** or **Publishing** for any entity that, at the time of the **Wrongful Act**, any **Insured**, or any **Insured Person's** spouse, manages, controls or has an equity interest.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND EQUITY THRESHOLD EXCLUSION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS K., Management Or Equity Interest:**

K. Management Or Equity Interest

This policy does not apply to any **Claim** based upon or arising out of **Professional Services** or **Publishing** for any entity that, at the time of the **Wrongful Act**, any **Insured**, or any **Insured Person's** spouse, individually or collectively with one or more **Insureds**, manages, controls or has an equity interest which exceeds <##>%.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

REPLACE SECTION V. EXCLUSIONS ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section V. EXCLUSIONS:

V. EXCLUSIONS

A. Criminal, Dishonest, Fraudulent Or Malicious Conduct

This policy does not apply to any **Claim** based upon or arising out of any criminal, dishonest, fraudulent or malicious conduct, or other willful violation of laws, committed by any **Insured** or by anyone with the consent or knowledge of any **Insured**, provided that this exclusion does not apply to:

1. any **Insured Person** who did not participate in or have knowledge of such conduct or violation; or
2. the Company's duty to defend, or to pay **Defense Expenses** for, any **Claim** for malicious prosecution or abuse of process.

B. Claims By Certain Persons Or Entities

This policy does not apply to any **Claim** brought by or on behalf of, or in the name or right of:

1. the **Non-Profit Entity** or any of its affiliates or subsidiaries;
2. the attorneys' bar association; or
3. the directors, officers or trustees of the **Non-Profit Entity** or attorneys' bar association,

in any **Insured's** rendering of, or failure to render, **Non-Profit Services**, provided that this exclusion will not apply if the **Claim** is made and continued by or on behalf of such **Non-Profit Entity** or attorneys' bar association without the solicitation, assistance, active participation or intervention of such **Non-Profit Entity** or attorneys' bar association or their respective directors, officers or trustees.

C. Employee Retirement Income Security Act

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** services or capacity as a fiduciary under the Employee Retiree Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an **Insured** is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

D. Intentional Misuse Of Money Or Property

This policy does not apply to any **Claim** based upon or arising out of:

1. any **Insured's** conversion, commingling, defalcation, misappropriation or other intentional misuse or illegal use of funds, money or property;
2. the willful or intentional breach or disregard of any oral or written **Title Agent** underwriting or binding authority by any **Insured**;

in any **Insured's** capacity as a **Title Agent**.

Issuing Company:
Policy Number:

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DELETE INDEPENDENT CONTRACTOR FROM INSURED PERSON DEFINITION ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section **IV. DEFINITIONS. K., Insured Person.**

K. **Insured Person** means any natural person who:

1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
2. was or is a member of the board of managers, director, executive officer or shareholder of the **Named Insured** or **Predecessor Firm**;
3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
4. was or is an Of Counsel attorney,

provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

**AMENDED CRIMINAL, DISHONEST, FRAUDULENT, OR MALICIOUS CONDUCT EXCLUSION
ENDORSEMENT**

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces Section **V. EXCLUSIONS, E. Criminal, Dishonest, Fraudulent, Or Malicious Conduct**:

E. Criminal, Dishonest, Fraudulent, Or Malicious Conduct

This policy does not apply to any **Claim** based upon or arising out of any criminal, dishonest, fraudulent, or malicious conduct, or other willful violation of laws, committed by any **Insured** or by anyone with the consent or knowledge of any **Insured**, provided that this exclusion will not apply to:

1. any **Insured** who did not participate in or have knowledge of such conduct or violation; or
2. the Company's duty to defend, or to pay **Defense Expenses** for, any **Claim** for malicious prosecution or abuse of process.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

DRI PURCHASING GROUP ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Coverage

It is agreed that:

The following replaces section **VI. CONDITIONS, C. DEDUCTIBLE**:

C. DEDUCTIBLE

The following is added to section **I. DEDUCTIBLE** of the Professional Liability Terms and Conditions:

The first **Named Insured's** Deductible obligation will be reduced by 10%.

In addition, if the Company and the first **Named Insured** agree to the final settlement of a **Claim** with the claimant during the initial voluntary mediation of that **Claim** or within 30 days after participation in such mediation, the first **Named Insured's** Deductible obligation for such **Claim** will be reduced by an additional 50%. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

In no event will the Deductible reductions described in this section exceed a combined total of \$25,000.

No Deductible will apply to **Damages** or **Defense Expenses** for **Claims** that result from the rendering of, or failure to render, pro-bono services in the **Insured's** capacity as a lawyer.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

**REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. XXXXXXXXXXXX

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses.

The deductible applies to defense expenses.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses up to 50%.

Up to 50% of the deductible amount applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: <enter named insured></p> <p>Principal Address: <enter address></p>
ITEM 2	<p>POLICY PERIOD: Inception Date: <enter date> Expiration Date: <enter date> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: PLclaims@travelers.com</p> <p>FAX: 888-460-6622</p> <p>Professional Liability Claims Manager Travelers Bond & Financial Products 385 Washington Street, MC 9275-NB08F St. Paul, MN 55102</p>

ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Real Estate Services Professional Liability Coverage</p>
ITEM 5	<p>REAL ESTATE SERVICES PROFESSIONAL LIABILITY</p> <p>Professional Services and Network and Information Security Offenses</p> <p>Coverage Limits: \$<enter amount> for each Claim; not to exceed \$<enter amount> for all Claims</p> <p>Deductible: \$<enter amount> each Claim \$<enter amount-n/a> all Claims</p> <p>Retroactive Date: <enter date></p> <p>Knowledge Date: <enter date></p>
ITEM 6	<p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p>
ITEM 7	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$<enter amount> Policy Premium \$<enter amount> Annual Installment Premium</p>

ITEM 8	<p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table> <tr> <td>Additional Premium Percentage:</td> <td>Additional Months:</td> </tr> <tr> <td><enter percentage> %</td> <td>12</td> </tr> <tr> <td><enter percentage> %</td> <td>24</td> </tr> <tr> <td><enter percentage> %</td> <td>36</td> </tr> <tr> <td><enter percentage> %</td> <td>60</td> </tr> <tr> <td><enter percentage> %</td> <td>Unlimited</td> </tr> </table>	Additional Premium Percentage:	Additional Months:	<enter percentage> %	12	<enter percentage> %	24	<enter percentage> %	36	<enter percentage> %	60	<enter percentage> %	Unlimited
Additional Premium Percentage:	Additional Months:												
<enter percentage> %	12												
<enter percentage> %	24												
<enter percentage> %	36												
<enter percentage> %	60												
<enter percentage> %	Unlimited												
ITEM 9	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</p> <p><enter form number/edition date> <enter form number/edition date></p>												

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

 Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE

Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expense. The deductible applies to defense expenses. Please read the policy carefully.

CONSIDERATION CLAUSE

IN CONSIDERATION of the premium set forth in ITEM 7 of the Declarations, and pursuant to all the terms, exclusions, conditions and limitations of this policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured, Damages and Defense Expenses** for any **Claim** first made during the **Policy Period** that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Principal Insured** on the Knowledge Date set forth in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. SUPPLEMENTARY PAYMENTS

The Company will pay the following with respect to any **Claim** covered by this policy:

- A. All expenses incurred by the Company, other than **Defense Expenses**.
- B. All reasonable expenses incurred by the **Insured** at the Company's request to investigate or defend a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work will not exceed:
 - 1. \$500 per **Insured Person** per day; and
 - 2. \$15,000 per **Policy Year** for all **Insured Persons**.
- C. The cost of bonds to release attachments that is within the applicable Professional Liability Coverage Limit, provided that the Company will not be the principal under any such bond and will not have any duty to furnish such bond.
- D. All costs taxed against the **Insured** on that part of a judgment the Company pays.
- E. The cost of any required appeal bond for that part of a judgment that is for **Damages** to which this policy applies, and that is within the applicable Professional Liability Coverage Limit, provided that:
 - 1. the Company consents to the appeal of such judgment; and
 - 2. the Company will not be the principal under any such bond and will not have any duty to furnish such bond.

Payment of amounts under section II. SUPPLEMENTARY PAYMENTS will not be subject to a Deductible and will not reduce the applicable Professional Liability Coverage Limit. If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make payments under section II. SUPPLEMENTARY PAYMENTS.

III. ADDITIONAL BENEFITS

The Company will reimburse the **Insured** for the following:

- A. **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported to the Company during the **Policy Period**.
- B. **Disciplinary or Regulatory Proceeding Expenses** that result from a **Disciplinary or Regulatory Proceeding** first initiated and reported to the Company during the **Policy Period**.

IV. DEFINITIONS

Wherever appearing in this policy, the following words and phrases appearing in bold type will have the meanings set forth in section IV. DEFINITIONS:

- A. **Agency-Representation Disclosure** means each agent's or broker's written disclosure explaining who such agent or broker represents in the transaction.
- B. **Automatic Extended Reporting Period** means the period of time beginning with the effective date this policy is cancelled or not renewed, and ending:
 - 1. 60 days after such cancellation or nonrenewal takes effect; or
 - 2. the date any other policy obtained by the **Named Insured** that provides similar coverage for **Professional Services** takes effect,whichever is earlier.
- C. **Bodily injury** means harm to the physical health of any person, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.
- D. **Claim** means:
 - 1. a demand for money or services;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading; or
 - 3. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,against any **Insured** for a **Wrongful Act**.

A **Claim** will be deemed to be made on the earliest date such notice thereof is received by any **Principal Insured**.
- E. **Crisis Event** means any:
 - 1. **Wrongful Act**;
 - 2. death, departure or debilitating illness of a **Principal Insured**;
 - 3. potential dissolution of the **Named Insured**;
 - 4. incident of workplace violence; or
 - 5. other event,that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.
- F. **Crisis Event Expenses** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.
- G. **Damages** means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; or prejudgment and postjudgment interest.

Damages does not include the following:

1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
2. **Defense Expenses.**

H. **Defense Expenses** means reasonable and necessary fees, costs and expenses, incurred by the Company, or by the **Insured** with the Company's written consent, that result directly from the investigation, defense, settlement or appeal of a specific **Claim**, provided that **Defense Expenses** do not include any payments made pursuant to section II. SUPPLEMENTARY PAYMENTS of the **Professional Liability Coverage**.

I. **Disciplinary or Regulatory Proceeding** means any formal administrative or regulatory proceeding by a disciplinary or regulatory official, board or agency, commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, to investigate charges of professional misconduct in the performance of **Professional Services**.

J. **Disciplinary or Regulatory Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary or Regulatory Proceeding**.

Disciplinary or Regulatory Proceeding Expenses do not include:

1. fines, penalties or sanctions assessed against any **Insured**; or
2. expenses, salaries, wages, benefits or overhead of, or paid to, any **Insured**.

K. **Franchisor** means any entity that, at the time the **Wrongful Act** was committed, was a franchisor of the **Named Insured**, provided that the **Wrongful Act** was actually or allegedly committed by an **Insured Person**.

The Company will have no obligation to make any payment for **Damages** or **Defense Expenses** in connection with any **Claim** against a **Franchisor** for any actual or alleged **Wrongful Act** by such **Franchisor**.

L. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

M. **Independent Contractor** means any independent contractor and its employees that perform **Professional Services** under contract with, and at the direction and control of, an **Insured**, provided that:

1. such **Professional Services** inure to the benefit of the **Named Insured**; and
2. no other insurance applies to such **Independent Contractor** for **Claims** under this policy.

N. **Insured** means any **Insured Person**, **Named Insured**, or **Franchisor**.

O. **Insured Person** means any natural person who:

1. is the sole owner of, or is or was a partner in, the **Named Insured**;
2. was or is a member of the board of managers, director, executive officer, or shareholder of the **Named Insured**;
3. was or is an employee of the **Named Insured**; or
4. was or is an **Independent Contractor**,

provided that such person is acting within the scope of their duties on behalf of the **Named Insured**.

P. **Named Insured** means the person or entity set forth in ITEM 1 of the Declarations.

Q. **Network and Information Security Offense** means:

1. the failure to prevent the transmission of a computer virus or any other malicious code;

2. the failure to provide any authorized user of the **Named Insured's** website, or the **Named Insured's** computer or communications network, with access to such website, or computer or communications network; or
 3. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
- R. **Optional Extended Reporting Period** means the period of time specified in the Optional Extended Reporting Period Endorsement, beginning with the effective date this policy is cancelled or not renewed.
- S. **Ownership-Interest Disclosure** means disclosure in writing of the ownership interest held in the property by any **Insured** or **Related Person or Entity**.
- T. **Personal Injury Offense** means any of the following offenses:
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 a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor, provided that the wrongful eviction, wrongful entry, or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord, or lessor of that room, dwelling, or premises.
 4. Oral, written, or electronic publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services, provided that the **Claim** is made by a person or entity that claims to have been slandered or libeled, or whose goods, products, or services have allegedly been disparaged.
 5. Oral, written, or electronic publication of material that appropriates a person's likeness, unreasonably places a person in false light, or gives unreasonable publicity to a person's private life.
- U. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date this policy is cancelled or not renewed.
- V. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; or
 2. the period between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date this policy is cancelled or not renewed if such period is less than one year.
- W. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- X. **Potential Claim** means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.
- Y. **Pre-Claim Expenses** means reasonable fees, costs and expenses incurred by the Company in the investigation of a specific **Potential Claim**.
- Z. **Principal Insured** means a manager, member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, owner-broker, risk manager or in-house general counsel of the **Named Insured**.
- AA. **Professional Liability Coverage** means the coverage part set forth in ITEM 4 of the Declarations.
- BB. **Professional Services** means only services in any of the following capacities, provided that the **Insured** rendering such services is properly licensed, in jurisdictions where licensure is required, to render such services:

1. Auctioneer.
 2. Notary public, provided that the **Insured Person** witnessed and attested to the authenticity of the signature notarized by such **Insured Person**.
 3. **Property Manager**.
 4. Real estate agent or broker.
 5. **Title Agent, Title Searcher, Abstracter, Closing Agent, or Escrow Agent**.
 6. **Title-Opinion Lawyer**.
 7. **Witness Closer**.
- CC. **Property Damage** means:
1. physical injury to tangible property, including all resulting loss of use of such property; or
 2. loss of use of tangible property that is not physically injured.
- DD. **Property Disclosure** means disclosure in writing of the known condition of the **Residential Property**, including all structures situated on such **Residential Property**, all appliances and mechanical equipment in the **Residential Property** and the existence of past or present environmental hazards, easements, zoning violations, flooding, earthquake damage, deed restrictions, pending zoning changes, noise problems or other nuisances.
- EE. **Property Manager** means any person or entity who manages real property, including leasing space, collecting rents, selecting tenants, and arranging for repair, renovation or maintenance by others of buildings or grounds, provided that the repair, renovation or maintenance of building or grounds is not performed by any **Insured**.
- FF. **Related Person or Entity** means any of the following:
1. Any entity in which any **Insured**, or any **Insured Person's** spouse, individually or collectively with one or more **Insureds**, holds a majority financial interest.
 2. Any entity that has any financial interest in the **Named Insured**.
 3. Any **Insured Person's** spouse.
- GG. **Related Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any fact, circumstance, situation, transaction, event, or decision.
- All **Related Wrongful Acts** are a single **Wrongful Act**, and all **Related Wrongful Acts** will be deemed to have been committed at the time the first of such **Related Wrongful Acts** was committed whether prior to or during the **Policy Period**.
- HH. **Residential Property** means any one-family to four-family dwelling.
- II. **Title Agent, Title Searcher, Abstracter, Closing Agent, or Escrow Agent** means a person who:
1. is an agent of a title insurance underwriter;
 2. searches the history, title, public records or other records related to real property;
 3. provides closing services incidental to the transfer, trade, lease or loan of real property; or
 4. receives any escrow for deposit or delivery, but only if the escrow is held separately from any Insured's money or property, and the escrow is completely distributed or delivered within twelve months from the date first received.
- JJ. **Title-Opinion Lawyer** means a licensed attorney who provides a written opinion as to the marketability of the title to real property, provided that the property is located in the jurisdiction where the attorney is licensed.
- KK. **Witness Closer** means a person who is authorized to witness the authenticity of signatures on documents incident to the transfer, trade, lease, or loan of real property.
- LL. **Wrongful Act** means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services**; or
 2. **Network and Information Security Offense**,
- by the **Named Insured** or by any other **Insured** while acting within the scope of their duties on behalf of the **Named Insured**.

V. **EXCLUSIONS**

A. **Bodily Injury Or Property Damage**

This policy does not apply to any **Claim** for any **Bodily Injury** or **Property Damage** arising out of any Insured's capacity as a **Property Manager**.

B. **Breach Of Title Agent Authority**

This policy does not apply to any **Claim** based upon or arising out of the willful or intentional breach or disregard of any oral or written title agent underwriting or binding authority by any **Insured**.

C. **Claims By An Insured Against Another Insured**

This policy does not apply to any **Claim** by or on behalf of, or in the name or right of, any **Insured**.

D. **Claims By Certain Persons Or Entities**

This policy does not apply to any **Claim** by or on behalf of, or in the name or right of, any entity:

1. directly or indirectly operated, controlled or managed, by any **Insured**;
2. owned by any **Insured**, or any **Insured Persons** spouse, in a percentage which exceeds 5% of the issued and outstanding voting stock of the shares of a publicly traded entity, or 10% of the shares of a closely or privately held entity;
3. that holds the controlling financial interest in any **Insured**; or
4. that manages or operates any **Insured**.

E. **Client Referrals To Certain Service Providers**

This policy does not apply to any **Claim** based upon or arising out of any **Insured** referring any client or potential client to any service provider that at the time of the **Wrongful Act**:

1. any **Insured**, individually or collectively with one or more **Insureds**, holds a controlling financial interest, or from which any **Insured** receives any profit, benefit, or advantage from such referral; or
2. holds any financial interest in any **Insured**,

provided that this exclusion does not apply if such financial interest, or profit, benefit, or advantage, is disclosed in writing to the client or potential client at or before the time of the referral, and such written disclosure includes an estimate of the service provider's charges or fees;

F. **Construction Management**

This policy does not apply to any **Claim** based upon or arising out of construction management, including:

1. management of construction or construction plans;
2. development of construction contracts; or
3. development of loss control or risk management plans in connection with construction.

G. **Contract Liability**

This policy does not apply to any claim based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

H. Criminal, Dishonest, Fraudulent Or Malicious Conduct

This policy does not apply to any **Claim** based upon or arising out of any:

1. criminal, dishonest, fraudulent or malicious conduct; or
2. other willful violation of laws,

committed by the **Insured** or by anyone with the consent or knowledge of the **Insured**, provided that this exclusion does not apply to any **Insured Person** who did not participate in or have knowledge of such conduct or violation.

I. Expected Or Intended Failure And Internet Service Interruption

This policy does not apply to any **Claim** based upon or arising out of any **Network and Information Security Offense** that results in:

1. the failure to provide access to the **Named Insured's** website, or the **Named Insured's** computer or communications network, that was expected or intended by the **Insured**; or
2. any Internet service interruption or failure, provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.

J. Fees, Deposits Or Commissions

This policy does not apply to any **Claim** based upon or arising out of any fees, deposits, commissions or other charges.

K. Government Demands Or Proceedings

This policy does not apply to any **Claim** based upon or arising out of a **Network and Information Security Offense** and brought by:

1. the Federal Trade Commission;
2. the Federal Communications Commission; or
3. any other federal, national, state, local, or foreign government, agency, or entity,

provided that this exclusion will not apply to any **Claim** made by such entity in its capacity as a customer or client of the **Named Insured**.

L. Handling Of Funds

This policy does not apply to any **Claim** based upon or arising out of any **Insured's** conversion, commingling, defalcation, misappropriation or other intentional misuse or illegal use of funds, money or property.

M. Owned Property

This policy does not apply to any **Claim** based upon or arising out of any **Insured** performing or failing to perform **Professional Services** related to any property owned in whole or in part by any **Insured** or **Related Person or Entity**, or the purchase or attempted purchase by any **Insured** or **Related Person or Entity**, provided that this exclusion does not apply to the sale or purchase, or attempted sale or purchase, of **Residential Property** that the **Insured** did not construct or develop and:

1. in which the combined ownership interest of all **Insureds** at the time of the sale or purchase, or attempted sale or purchase, is less than 10%; or
2. in which the combined ownership interest of all **Insureds** at the time of the sale or purchase, or attempted sale or purchase, is 10% or more, and provided that:
 - a. a written property inspection report was issued in connection with the subject transaction;

- b. a home warranty policy was purchased, or a home warranty was provided by the builder for new construction, in connection with the subject property; and
- c. a **Property Disclosure, Ownership-Interest Disclosure** and **Agency-Representation Disclosure** were made to and accepted in writing by the purchaser of such property prior to the date of closing, and executed copies of such disclosure statements are made available to the Company as part of the investigation of any **Claim** that result from such transaction.

N. Pollution, Fungi Or Bacteria

This policy does not apply to any **Claim** based upon or arising out of:

- 1. any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**;
- 2. any actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, or existence or presence of any **Fungi** or bacteria,

provided that this exclusion does not apply to **Claims** that result from an **Insured's** failure to advise buyers or sellers of real property of the existence of **Pollutants, Fungi,** or bacteria, at such property in the **Insured's** capacity as a real estate agent or broker.

O. Property Syndication Or Real Estate Investment Trust

This policy does not apply to any **Claim** based upon or arising out of the formation, syndication, operation, or administration of any property syndication, real estate investment trust, or any other form of corporation, general or limited partnership, or joint venture formed for the purpose of investing in, buying, selling, or maintaining real property.

P. Sale, Purchase, Or Merger Of A Business

This policy does not apply to any **Claim** based upon or arising out of the sale, purchase, or merger, or attempted sale, purchase, or merger, of a business, provided that this exclusion will not apply to the sale of real property.

Q. Securities

This policy does not apply to any **Claim** based upon or arising out of any violation of any securities, antitrust or restraint of trade laws.

VI. CONDITIONS

A. SETTLEMENT

The Company may settle or compromise any **Claim** as the Company deems expedient.

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other insurance to this policy. This policy will not be subject to the terms of any other insurance.

SALE OF CERTAIN CONSTRUCTED OR DEVELOPED PROPERTY ENDORSEMENT

This endorsement changes the following:

Real Estate Services Professional Liability Coverage Professional Liability Terms and Conditions

1. The following is added to section **V. EXCLUSIONS M. Owned Property** of the Real Estate Services Professional Liability Coverage:

This exclusion does not apply to any **Claim** that results from the performing or failing to perform **Professional Services** related to the selling or sale, or the attempted selling or sale, of any **Residential Property** that is developed or constructed by an entity other than the **Named Insured** that is owned in whole or in part by any **Insured Person**, provided that the maximum the Company will pay for the combined total of all **Claims** made during the **Policy Year** that result from the selling or sale, or the attempted selling or sale, of such **Residential Property** is the Sale of Certain Constructed or Developed Property Limits as set forth in ITEM 5 of the Declarations.

2. The following is added to section section **II. LIMITS, A.. Professional Liability Coverage Limits** of the Professional Liability Terms and Conditions:

2. Sale of Certain Constructed or Developed Property Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from the performing or failing to perform **Professional Services** related to the selling or sale, or the attempted selling or sale, of any **Residential Property** that is developed or constructed by an entity other than the **Named Insured** and that is owned in whole or in part by any **Insured**, will not exceed the Sale of Certain Constructed or Developed Property Limits as set forth in ITEM 5 of the Declarations; and
- b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Reporting Period**, if applicable, that result from the performing or failing to perform **Professional Services** related to the selling or sale, or the attempted selling or sale, of any **Residential Property** that is developed or constructed by an entity other than the **Named Insured** and that is owned in whole or in part by any **Insured**, will not exceed the remaining Sale of Certain Constructed or Developed Property Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.
- c. the Sale of Certain Constructed or Developed Property Limits is part of and not in addition to the Professional Services and Network Information Security Offenses Coverage Limits. Payment of **Damages** and **Defense Expenses** under the Sale of Certain Constructed or Developed Property Limits will reduce and may exhaust the Professional Services and Network Information Security Offenses Coverage Limits.

Issuing Company:
Policy Number:

3. The following is added to ITEM 5. of the Real Estate Services Professional Liability Coverage Declarations:

The Sale of Certain Constructed or Developed Property Limits: <**enter amount**> for all **Claims**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL OWNED PROPERTY EXCLUSION ENDORSEMENT

This endorsement changes the following:

Real Estate Services Professional Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS M., Owned Property**:

- M. This policy does not apply to any **Claim** based upon or arising out of any **Insured** performing or failing to perform **Professional Services** related to any property owned in whole or in part by any **Insured** or **Related Person Or Entity**, or the purchase or attempted purchase by any **Insured** or **Related Person or Entity**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

REVISED OWNED PROPERTY EXCLUSION ENDORSEMENT

This endorsement changes the following:

Real Estate Services Professional Liability Coverage

It is agreed that:

The following replaces section **V. EXCLUSIONS M., Owned Property**:

- M. This policy does not apply to any **Claim** based upon or arising out of any **Insured** performing or failing to perform **Professional Services** related to any property owned in whole or in part by any **Insured** or **Related Person or Entity**, or the purchase or attempted purchase by any **Insured** or **Related Person or Entity**, provided that this exclusion does not apply to the selling or sale of:
1. **Residential Property** owned and used as a personal primary or seasonal residence by any **Insured** for at least six months preceding the date of sale; or
 2. **Residential Property** acquired under a guaranteed sale listing contract.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

REAL ESTATE APPRAISERS ENDORSEMENT

This endorsement changes the following:

Real Estate Services Professional Liability Coverage

It is agreed that:

1. The following replaces section **IV. DEFINITIONS, BB., Professional Services**:

BB. Professional Services means only services in any of the following capacities, provided that the **Insured** rendering such services is properly licensed, in jurisdictions where licensure is required, to render such services:

1. Auctioneer.
2. Notary Public, provided that the **Insured Person** witnessed and attested to the authenticity of the signature notarized by such **Insured Person**.
3. **Property Manager**.
4. Real estate agent or broker.
5. **Title Agent, Title Searcher, Abstracter, Closing Agent, or Escrow Agent**.
6. **Title-opinion Lawyer**.
7. **Witness Closer**.
8. **Real Estate Appraiser**.

2. The following is added to section **IV. DEFINITIONS**:

Real Estate Appraiser means a person or entity which determines the price or value of real property.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

AON REALTY PURCHASING GROUP ENDORSEMENT

This endorsement changes the following:

Real Estate Services Professional Liability Coverage

It is agreed that:

1. The following is added to section **VI. CONDITIONS**:

SUBPOENA RESPONSE

If any **Insured** is subpoenaed for documents or testimony based upon or arising out of **Professional Services**, and the **Insured** seeks assistance in responding to the subpoena, the Company will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** deposition or trial testimony; provided that:

1. the subpoena is received by the **Insured** during the **Policy Period** and is reported to the Company along with a copy of the subpoena as soon as practicable;
2. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
3. the **Insured** has never engaged to provide advice or testimony in connection with such lawsuit.

2. The following replaces section **IV. DEFINITIONS N. Insured**:

N. *Insured* means any **Insured Person**, the **Named Insured**, any **Franchisor**, or any **Described Franchisor**.

3. The following is added to section **IV. DEFINITIONS**:

Described Franchisor means any of the following:

1. Century 21 Real Estate LLC.;
2. Coldwell Banker Real Estate Corporation.;
3. ERA Franchise Systems, Inc.;
4. Sotheby's International Realty Affiliates, Inc.; or
5. Realogy Corporation,

provided that the **Insured** is a franchisee of such **Described Franchisor**, and the franchise agreement requires the **Described Franchisor** to be an **Insured** under a professional liability policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

AON REALTY PURCHASING GROUP REDUCED DEDUCTIBLE ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following is added to section I. **DEDUCTIBLE**:

The Company will waive up to \$5,000 of the Deductible for each **Claim** caused by the performing of or failure to perform **Professional Services** related to **Residential Property**, provided that the following conditions are met concerning such property and evidence of each of these conditions is provided to the Company as part of the investigation of such **Claim**:

1. A property inspection was performed prior to the closing;
2. A home warranty policy was purchased prior to the closing;
3. A property disclosure was made to the purchaser of the property prior to the closing; and
4. A state or local board-approved standard sales contract was used.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

ARKANSAS REQUIRED ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions
<(Name of coverage part that is changed)>

It is agreed that:

1. The following sections are added to the Professional Liability Terms and Conditions:

CANCELLATION

If this policy has been in effect for 60 days or less, the Company may cancel for any reason during that time period, by mailing or delivering written notice of such cancellation to the first **Named Insured** at least 30 days before the effective date of cancellation.

If this policy has been in effect for more than 60 days, or is a continuation policy, the Company may cancel only for the following reasons:

1. Nonpayment of premium;
2. Fraud or misrepresentation committed by the **Named Insured** or any representative of the **Named Insured** in obtaining this policy, continuing this policy, or presenting a claim under this policy;
3. The occurrence of a material change in the risk which substantially increases any hazard insured under this policy after policy issuance;
4. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the Company issuing this policy require payment as a condition of issuance and maintenance of the policy.
5. A material violation of any material provision of this policy.

The Company may cancel this policy by mailing or delivering notice of such cancellation to the first **Named Insured** at least 10 days before the effective date of cancellation, if cancellation is for nonpayment of premium. If cancellation is for any other reason, the Company may cancel this policy by mailing or delivering notice of cancellation to the first **Named Insured** at least 20 days before the effective date of the cancellation. The notice will state the reason for cancellation.

The Company will have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect. Cancellation will take effect regardless of whether or not the Company has made or offered a refund.

The first **Named Insured** may cancel this policy by mailing or delivering the policy to the Company or any of the Company's authorized agents, and provide the date such cancellation will be effective.

NONRENEWAL

The Company will not be required to renew this policy. If the Company decides not to renew, written notice of nonrenewal will be sent to the first **Named Insured** and the lien holder or loss payee, if any, at least 60 days before the Expiration Date set forth in ITEM 2 of the Declarations. The notice will state the reason for nonrenewal.

Issuing Company:
Policy Number:

The Company will send the notice nonrenewal to the last known address of the first **Named Insured**. A post office certificate of mailing will be sufficient proof of mailing of notice.

CLAIM INFORMATION

The Company will provide the first **Named Insured** the claim information described below in connection with this policy. The Company will only provide this information for the years the first Named Insured had coverage in effect or for the past three years, whichever is less:

1. The date and description of the event for closed claims, including the amount of payment, if any.
2. The date and description of the event for any open claims, including the amount of payments and reserves, if any. The reserve amount, if any, is based on the Company's judgment. A reserve amount may be subject to change and should not be considered a final settlement value.
3. The date and description of each event the first **Named Insured** reported to us for which no amounts have been paid or reserved.

If the Company cancels or elects not to renew the policy, the Company will provide this information within 15 days of the notice of cancellation or nonrenewal. Otherwise, the Company will provide this information if a request is received from the first **Named Insured** within 30 days. The request must be received by the Company within 60 days after the end of the **Policy Period**.

The Company collects this information for the Company's own business purposes. The Company does so carefully and as accurately as possible. In giving this information to the first **Named Insured**, the Company does not make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if the Company accidentally provides incorrect information.

2. The following replaces section **XV. OPTIONAL EXTENDED REPORTING PERIOD** of the Professional Liability Terms and Conditions:
 - A. If this policy is cancelled or not renewed for any reason, the Company will offer the **Named Insured** the right to purchase an Optional Extended Reporting Period Endorsement for one of the periods set forth in ITEM 8 of the Declarations. Such offer will be made even if, at the time of cancellation or nonrenewal, the **Named Insured** owes the Company premium for this policy. The **Optional Extended Reporting Period** applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:
 1. the last day of the **Policy Period**; or
 2. if such **Claim** had earlier been reported to the Company during the **Policy Period** as a **Potential Claim**, the date notice was received by the Company of such **Potential Claim**,whichever is earlier.
 - B. The premium due for the Optional Extended Reporting Period Endorsement equals the percentage set forth in ITEM 8 of the Declarations of the annualized premium for this policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the date such policy is cancelled or not renewed. The entire premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the commencement of the **Optional Extended Reporting Period**.

The **Optional Extended Reporting Period** will not take effect unless:

1. written notice of such election is received by the Company within 60 days of the effective date such policy is cancelled or not renewed; and
2. the additional premium for the Optional Extended Reporting Period Endorsement is paid when due.

The **Optional Extended Reporting Period** begins when the **Automatic Extended Reporting Period** ends and it does not replace the **Automatic Extended Reporting Period**.

3. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following replaces section **IV. DEFINITIONS, W. Pollutant**:

W. Pollutant means any solid, liquid, gaseous, or thermal substance or material, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, that has an actual, alleged, or threatened irritating or contaminating effect on any person or property.

Pollutant includes any such substance or material, regardless of whether or not:

1. the substance or material, or the particular form, type, or source of the substance or material, involved in the **Claim** is specifically identified or described in this definition, such as waste from manufacturing operations;
2. the substance or material has or had a function in any business, operations, premises, or work site of the **Named Insured** or any other **Insured** or person or organization protected under this policy, such as perchloroethylene (perc) for a dry cleaning business;
3. the substance or material represents a major source of potential liability, loss, or damage for the **Named Insured** or any other **Insured** or person or organization protected under this policy, such as gasoline for a gasoline station; or
4. the **Named Insured** or any other **Insured** or person or organization protected under this policy expects or considers the substance or material to be a pollutant.

4. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following replaces section **V. EXCLUSIONS N. Pollution, Fungi or Bacteria**:

N. This policy does not apply to any **Claim** based upon or arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutant**, provided this exclusion does not apply to any **Claims**:

1. arising out of Hostile Fire Smoke; or
2. that results from an **Insured's** failure to advise buyers or sellers of real property of the existence of **Pollutants**, other than **Fungi** or bacteria, at such property in the **Insured's** capacity as a real estate agent or broker.

5. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following are added to section **IV. DEFINITIONS**:

Hostile Fire means a fire that:

1. becomes uncontrollable; or
2. breaks out from where it was intended to be.

Hostile Fire Smoke means only the smoke that results from a **Hostile Fire** that:

1. is at, on, or from any premises, site, or location, other than a waste site; and
2. is not caused by **Pollution Work** being performed by or for the **Named Insured**.

Pollution Work means:

1. the testing for, monitoring, cleaning up, or removing, containing, treating, detoxifying, or neutralizing of any **Pollutant**; or
2. the responding to, or assessing, in any way the effect of any **Pollutant**.

Waste Site means any premises, site, or location that is or was at any time used by or for any **Named Insured** or others for the handling, storage, disposal, processing, or treatment of waste.

6. The following is added to section **IV. DEFINITIONS** of the **Professional Liability Coverage**:

Punitive Damages means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

DEFENSE EXPENSES WITHIN LIMITS CONSENT FORM

The policy listed below has limits of coverage that may be reduced or completely exhausted by payment of defense expenses. This notice does not change or alter any provision of this policy. If you have questions concerning this notice or any part of this policy, please contact your agent.

Policy Number: <policy number>

Policy Inception Date: <policy inception date>

Named Insured: <named insured>

By signing below, you acknowledge that you have read the above notice and retained a copy for your records.

Insured

Date Signed

SERFF Tracking Number: TRVE-125672213 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-04-0014
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125672213 State: Arkansas
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
Company Tracking Number: 2008-04-0014
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/07/2008

Comments:

Attachments:

NAIC - Forms.pdf
2007 NAIC Form List.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 08/07/2008

Comments:

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Attachments:

AR Final - Pure A.pdf
AR Forms Listing.pdf

Satisfied -Name: AR response **Review Status:** Approved 08/07/2008

Comments:

Attachment:

AR responses.pdf

17. Reference Organization # & Title	N/A
18. Company's Date of Filing	5/30/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-04-0014
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations of your jurisdiction, we are submitting this filing to introduce the following four new products that will be available through our Travelers 1st Choice SM policy.

- Accountants Professional Liability Coverage
- Design Professionals Liability Coverage
- Lawyers Professional Liability Coverage
- Real Estate Services Professional Liability Coverage

This new product suite is designed in a professional liability modular format, which means that each coverage part – customized to meet the needs of the specific professional liability market segment – is coupled with the Professional Liability Terms and Conditions and a Declarations page to form the policy. This format allows for creation of additional professional liability coverage parts in the future, which could easily be added to the portfolio, and ensures consistency between each class of business in the portfolio.

Please refer to the enclosed Form Listing for further details on individual forms. Please note that our applications for these new products are still being developed and they will be filed under separate cover at a later date.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-04-0014			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Professional Liability Terms & Conditions	PTC-1001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Reduced Limits of Coverage Endt. Wrongful Acts Committed Prior to the Limits of Coverage Incr. Date	PTC-2000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reduced Limits of Coverage Endorsement Known Wrongful Acts	PTC-2001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Specified Client, Contract, or Project Additional Limit Endorsement	PTC-2002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Defense Expenses in Addition to the Limits Endorsement	PTC-2003 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Reduced Limits of Coverage Endt. Prof. Services for Specific Persons or Addition to the Limits of Coverage	PTC-2004 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Reduced Limits of Coverage Endorsement - Professional Service for Specific Persons or Entities - Defense Expenses Within the Limits of Coverage	PTC-2005 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Reduced Limits of Coverage Endt. - Specific Prof. Service Defense Expenses in Addition to the Limits of Coverage	PTC-2006 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Reduced Limits of Coverage Endt. Specific Prof. Services - Def. Expenses Within the Limits of Coverage	PTC-2007 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Damages Only Deductible Endorsement	PTC-2008 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Specified Person or Entity Exclusion Endorsement	PTC-2009 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

12	Professional Services for Any Specified Person or Entity Exclusion Endt.	PTC-2010 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Specified Services Exclusion Endorsement	PTC-2011 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Limitation of Claims Made Coverage Period Endorsement	PTC-2012 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Delete Predecessor Firm From Insured and Insured Person Def. Endt.	PTC-2013 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Specified Persons or Entities Exclusion Endt.	PTC-2014 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Delete Independent Contractor from Insured Person Definition Endt.	PTC-2015 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Coverage Territory Limitation Endorsement	PTC-2016 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Office or Staff Sharing Exclusion Endt.	PTC-2017 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Damages Re-Defined to Not Include Punitive or Exemplary Damages Endt.	PTC-2018 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Amend Settlement Endt.	PTC-2019 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Professional Services Extension Endt.	PTC-2020 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Notice of Cancellation Endt.	PTC-2021 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Reduced Limits of Coverage Endt. – Known Wrongful Acts	PTC-2022 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Specified Person or Entity Endorsement	PTC-2024 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Policy Change Endorsement	PTC-2025 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Named Insured Continuation Endt.	PTC-2026 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

28	Amended Definition of Insured to Include Coverage for Vicarious Liability Endt.	PTC-2027 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Additional Named Insured With Scheduled Retroactive Date and Knowledge Date Endt.	PTC-2028 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Individual Named Insured With Limited Prior Acts	PTC-2029 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Specified Person or Entity With Limited Prior Acts Coverage Endt.	PTC-2030 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Named Individual Extended Reporting Period Endt.	PTC-2031 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Optional Extended Reporting Period With Reinstatement of Limit Endorsement - Arkansas	PTC-2041 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Policy Extension Endt.	PTC-2034 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Option to Request a Named Individual Extended Reporting Period Endt.	PTC-2035 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Amended Definition of Policy Year Endorsement	PTC-2036 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Additional Defense Coverage Endt.	PTC-2037 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Professional Services Amendatory Endt.	PTC-2038 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Specified Predecessor Firm Exclusion Endt.	PTC-2039 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Reduction in Coverage Extended Reporting Period Endt.	PTC-2040 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	Accountants Professional Liability Coverage Declarations	APL-1000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	Accountants Professional Liability Coverage	APL-1001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	Securities Practice Exclusion Endorsement	APL-2000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

44	Franchisors Endorsement	APL-2001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Enrolled Agents Endorsement	APL-2002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Life and Health Insurance Agent Endorsement	APL-2003 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Registered Representative Endorsement	APL-2004 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Design Professionals Liability Coverage Declarations	DPL-1000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	Design Professionals Liability Coverage	DPL-1001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	Amended Settlement Endorsement	DPL-2000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	Bodily Injury Exclusion Endorsement	DPL-2001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	Property Damage Exclusion Endorsement	DPL-2002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	Property Damage Exclusion Endt.	DPL-2003 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	Specified Predecessor Firm Exclusion Endt.	DPL-2004 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	Notice Provisions Endt.	DPL-2005 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	At Risk Construction Management Exclusion Endt.	DPL-2006 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	Specified Project Exclusion Endorsement	DPL-2008 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	Amended Retroactive Date and Knowledge Date for Specified Projects Endt.	DPL-2009 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	Specified Person Coverage Extension Endorsement	DPL-2010 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

60	Specified Person or Entity As Insured Endorsement	DPL-2011 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	Design Build Exclusion Endorsement	DPL-2012 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62	Separately Insured Projects Exclusion Endorsement	DPL-2013 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	Specified Project Deductible Gap Coverage Endorsement	DPL-2014 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	Amended Retroactive Date After One Year	DPL-2015 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	Amended Design or Manufacture of Sold or Supplied Goods or Products Endt.	DPL-2016 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	Amended Contract Liability Exclusion Endorsement	DPL-2017 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67	Specified Named Insured with Limited Coverage for Specified Project or Contract Endorsement	DPL-2018 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	Pollution Liability Endorsement	DPL-2019 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
69	Specified Project Deductible Endorsement	DPL-2020 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	Lawyers Professional Liability Coverage Declarations	LPL-1000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71	Lawyers Professional Liability Coverage	LPL-1001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	Mutual Choice of Defense Counsel Endorsement	LPL-2000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	Lawyers Before They Become Partners, Shareholders, or Employees of the Named Insured Endt.	LPL-2001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	Specified Lawyers Before They Become Partners, Shareholders, or Employees of the Named Insured Endt.	LPL-2002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75	Fee Collection and Fee Dispute Exclusion Endt.	LPL-2003 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

76	Insurance Provided Under Any Other Insurance Policy Issued by the Company or Any Affiliated Companies	LPL-2004 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	Delete Title Agent From Professional Services Definition Endt.	LPL-2005 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
78	Described Legal Services Exclusion Endt.	LPL-2006 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	Claims by any Insured Against Another Insured Exclusion Endt.	LPL-2007 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	Handling of Funds Exclusion Endorsement	LPL-2008 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	Director, Officer, Manager Exclusion Endorsement	LPL-2009 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82	Amend Equity Threshold Exclusion Endt.	LPL-2010 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	Replace Section V. Exclusions Endt.	LPL-2011 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84	Amend Directors and Officers Capacity Exclusion Endt.	LPL-2012 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	Delete Independent Contractor from Insured Person Definition Endt.	LPL-2013 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	Amended Criminal, Dishonest, Fraudulent, or Malicious Conduct Excl. Endt.	LPL-2014 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	DRI Purchasing Group Endorsement	LPL-2015 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	Real Estate Services Professional Liability Coverage Declarations	RPL-1000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89	Real Estate Services Professional Liability Coverage	RPL-1001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	Sale of Certain Constructed or Developed Property Endorsement	RPL-2000 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

91	Total Owned Property Exclusion Endorsement	RPL-2001 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	Revised Owned Property Exclusion Endorsement	RPL-2002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93	Real Estate Appraisers Endorsement	RPL-2003 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94	AON Realty Purchasing Group Endorsement	RPL-2004 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	AON Realty Purchasing Group Reduced Deductible Endorsement	RPL-2005 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96	Arkansas Required Endorsement	PTC-3002 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



One Tower Square, S202B
Hartford, CT 06183

Michelle Smith Cotto
Travelers Bond and Financial Products
Phone: (860) 277-2345
FAX: (866) 235-4951
Email: msmithco@travelers.com

May 30, 2008

Honorable Mike Pickens
Commissioner of Insurance
Arkansas Insurance Dept
1200 West Third Street
Little Rock, AR 72201-1904

2008-04-0014

**Professional Liability – Travelers 1st ChoiceSM
Form Filing**

Travelers Casualty and Surety Company of America

3548-31194 06-0907370

In compliance with the insurance laws and regulations of your jurisdiction, we are submitting this filing to introduce the following four new products that will be available through our **Travelers 1st ChoiceSM** policy.

- Accountants Professional Liability Coverage
- Design Professionals Liability Coverage
- Lawyers Professional Liability Coverage
- Real Estate Services Professional Liability Coverage

This new product suite is designed in a professional liability modular format, which means that each coverage part – customized to meet the needs of the specific professional liability market segment – is coupled with the Professional Liability Terms and Conditions and a Declarations page to form the policy. This format allows for creation of additional professional liability coverage parts in the future, which could easily be added to the portfolio, and ensures consistency between each class of business in the portfolio.

Please refer to the enclosed Form Listing for further details on individual forms. Please note that our applications for these new products are still being developed and they will be filed under separate cover at a later date.

The premium for these newly developed products will be determined on an “A” rated basis.

Enclosures and Implementation:

The following are enclosed to facilitate your review:

- Form listing and final prints of each form;
- Any applicable state filing forms and fees.

We propose to implement this filing with respect to all new business effective on or after November 8, 2008 and all renewal business effective on or after February 1, 2009. Should you have any questions, please feel free to call me at (860) 277-2345.

Sincerely,

Michelle Smith Cotto

ARKANSAS

<u>New Form#</u>	<u>New Form Title</u>	<u>Description</u>	<u>Mandatory or Not Mandatory</u>	<u>Broadens Restricts Clarifies</u>	<u>Products</u>
Multi-Coverage Professional Liability Endorsement List					
PTC 1001 Ed. 11-08	Professional Liability Terms and Conditions	Common coverage terms	M	C	ALL
PTC 2000 Ed. 11-08	Reduced Limits of Coverage Endorsement-Wrongful Acts Committed Prior to the Limits of Coverage Increase Date	Provides that increased limits apply only to claims resulting from wrongful acts committed after effective date of limit increase	NM	C	ALL
PTC 2001 Ed. 11-08	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	Provides that increased limits do not apply to claims that result from wrongful acts for which any Insured knew might result in claim prior to the effective date of increase	NM	C	LPL
PTC 2002 Ed. 11-08	Specified Client, Contract, or Project Additional Limit Endorsement	Adds a separate limit for work for a specified client, contract or project	NM	B	ALL
PTC 2003 Ed. 11-08	Defense Expenses In Addition To The Limits Endorsement	Provides defense expense coverage outside of policy limit	NM	B	APL, LPL, RPL
PTC 2004 Ed. 11-08	Reduced Limits of Coverage Endorsement - Professional Services for Specific Persons or Entities - Defense Expenses In Addition to the Limits of Coverage	Sublimit for professional services for the person or organization named in the endorsement-DOL	NM	R	ALL
PTC 2005 Ed. 11-08	Reduced Limits of Coverage Endorsement - Professional Service For Specific Persons or Entities - Defense Expenses Within the Limits of Coverage	Sublimit for professional services for the person or organization named in the endorsement-DWL	NM	R	ALL
PTC 2006 Ed. 11-08	Reduced Limits of Coverage Endorsement - Specific Professional Services - Defense Expenses In Addition to the Limits of Coverage	Sublimit for specified professional services - DOL	NM	R	ALL
PTC 2007 Ed. 11-08	Reduced Limits of Coverage Endorsement - Specific Professional Services - Defense Expenses Within the Limits of Coverage	Sublimit for specified professional services - DWL	NM	R	ALL
PTC 2008 Ed. 11-08	Damages Only Deductible Endorsement	Provides First Dollar Defense coverage	NM	B	ALL
PTC 2009 Ed. 11-08	Specified Person or Entity Exclusion Endorsement	Excludes claims for wrongful acts by or on behalf of specified persons or entities.	NM	R	ALL
PTC 2010 Ed. 11-08	Professional Services for Any Specified Person Or Entity Exclusion Endorsement	Excludes claims for services rendered to specified persons or entities	NM	R	ALL
PTC 2011 Ed. 11-08	Specified Services Exclusion Endorsement	Excludes a specified professional service	NM	R	ALL
PTC 2012 Ed. 11-08	Limitation Of Claims Made Coverage Period Endorsement	Used to exclude claims made during a gap in coverage	NM	R	ALL
PTC 2013 Ed. 11-08	Delete Predecessor Firm From Insured and Insured Person Definitions Endorsement	Excludes coverage for predecessor firms	NM	R	ALL EXCEPT REAL ESTATE
PTC 2014 Ed. 11-08	Specified Persons or Entities Exclusion Endorsement	Excludes claims brought by specified persons or entities	NM	R	ALL
PTC 2015 Ed. 11-08	Delete Independent Contractor from Insured Person Definition Endorsement	Removes coverage for all independent contractors	NM	R	APL, DESIGN, RE

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PTC 2016 Ed. 11-08	Coverage Territory Limitation Endorsement	Reduces coverage territory to require that claims be made in the U.S., its territories, possessions, Puerto Rico and Canada	NM	R	ALL
PTC 2017 Ed. 11-08	Office or Staff Sharing Exclusion Endorsement	Excludes liability as a result of office sharing/Implied partnership liability.	NM	R	APL, LPL
PTC 2018 Ed. 11-08	Damages Re-Defined To Not Include Punitive or Exemplary Damages Endorsement	Revised definition of "damages" to remove punitive or exemplary damages	NM	R	ALL
PTC 2019 Ed. 11-08	Amended Settlement Endorsement	Amends coinsurance amount in settlement provision	NM	B or R	APL, LPL
PTC 2020 Ed. 11-08	Professional Services Extension Endorsement	Adds a specified professional service.	NM	B	ALL
PTC 2021 Ed. 11-08	Notice of Cancellation Endorsement	Amends the number of days of prior notice required prior to cancelling	NM	C	ALL
PTC 2022 Ed. 11-08	Reduced Limits of Coverage Endorsement-Known Wrongful Acts	Provides that increased limits do not apply to claims that result from wrongful acts for which any Principal Insured knew might result in claim prior to the effective date of increase	NM	C	APL, DPL, RPL
PTC 2024 Ed. 11-08	Specified Person or Entity Endorsment	Grants Insured Status to entities other than Named Insured and Pdecessor firm.	NM	B	ALL
PTC 2025 Ed. 11-08	Policy Changes Endorsement	Policy change endorsement; used stand-alone or in conjunction with another endorsement.	M	C	ALL
PTC 2026 Ed. 11-08	Named Insured Continuation Endorsement	Provides for continuation of Named Insured when multiple Named Insureds exist	NM	C	ALL
PTC 2027 Ed. 11-08	Amended Defintion of Insured to Include Coverage for Vicarious Liability Endorsement	Adds vicarious liability coverage for specified person/entity	NM	B	ALL
PTC 2028 Ed. 11-08	Additional Named Insured With Scheduled Retroactive Date and Knowledge Date Endorsement	Applies a retro date to a specified Named Insured	NM	B or R	ALL
PTC 2029 Ed. 11-08	Individual Named Insured with Limited Prior Acts Coverage Endorsement	Applies a retro dates to a specifed individual insured	NM	B or R	ALL
PTC 2030 Ed. 11-08	Specified Person or Entity With Limited Prior Acts Coverage Endorsement	Grants Insured status to entities other than Named Insured and Pdecessor	NM	B	ALL
PTC 2031 Ed. 11-08	Named Individual Extended Reporting Period Endorsement	Provides ERP for individuals who have have retired or become disabled or deceased	NM	B	ALL
PTC 2034 Ed. 11-08	Policy Extension Endorsement	Extends policy without reinstating limit or revising other terms	NM	C	ALL
PTC 2035 Ed. 11-08	Option To Request A Named Individual Extended Reporting Period Endorsement	Provides option for death/disability and retiree tail option	NM	B	ALL
PTC 2036 Ed. 11-08	Amended Definition of Policy Year Endorsement	Redefines policy year to mean entire policy period vs. annual increments. To be used with policy extensions/policy terms longer than one year when limits are not reinstated annually.	NM	C	ALL
PTC 2037 Ed. 11-08	Additional Defense Coverage Endorsement	Add a separate limit for defense	NM	B	APL, LPL, RPL
PTC 2038 Ed. 11-08	Professional Services Amendatory Endorsement	Used to delete a Professional Services (replaces definition)	NM	R	ALL

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PTC 2039 Ed. 11-08	Specified Predecessor Firm Exclusion Endorsement	Allows for the exclusion of specified predecessor firms	NM	R	LPL, APL
PTC-2041 Ed. 11-08	Optional Extended Reporting Period With Reinstatement of Limits Endorsement-Arkansas	Tail endorsement with minumim 50% reinstatement of limit	NM	B	ALL
PTC-3003 Ed. 11-08	State Required Endorsement	State amendatory and cancellation nonrenewal endorsement	M	C	ALL

ARKANSAS

<u>New Form#</u>	<u>New Form Title</u>	<u>Description</u>	<u>Mandatory or Not Mandatory</u>	<u>Broadens Restricts Clarifies</u>
Accountants Professional Liability Endorsement List				
APL 1000 Ed. 11-08	Accountants Professional Liability Coverage Declarations	Declarations Page	M	C
APL 1001 Ed. 11-08	Accountants Professional Liability Coverage	Insuring Agreement	M	C
APL 2000 Ed. 11-08	Securities Practice Exclusion Endorsement	Used when underwriter determines that SEC work should be excluded. Excludes liability resulting from the	NM	R
APL 2001 Ed. 11-08	Franchisors Endorsement	Provides coverage for Franchisors, but only for professional services rendered by the Insured	NM	B
APL 2002 Ed. 11-08	Enrolled Agents Endorsement	Adds 10% deductible reduction for Enrolled Agents	NM	B
APL 2003 Ed. 11-08	Life and Health Insurance Agent Endorsement	Adds coverage and exclusions specific to life and health insurance agents	NM	B

ARKANSAS

DPL 2004 Ed. 11-08	Registered Representative Endorsement	Adds coverage and exclusions specific to Registered Representatives	NM	B
<u>New Form#</u>	<u>New Form Title</u>	<u>Description</u>	<u>Mandatory or Not Mandatory</u>	<u>Broadens Restricts Clarifies</u>
Design Professional Liability Endorsement List				
DPL 1000 Ed. 11-08	Design Professionals Liability Coverage Declarations	Dec Page	M	C
DPL 1001 Ed. 11-08	Design Professionals Liability Coverage	Insuring agreement	M	C
DPL 2000 Ed. 11-08	Amended Settlement Endorsement	Adds "hammer clause"	NM	R
DPL 2001 Ed. 11-08	Bodily Injury and Property Damage Exclusions Endorsement	Adds bodily injury and property damage exclusion to the policy	NM	R
DPL 2002 Ed. 11-08	Bodily Injury Exclusion Endorsement	Adds bodily injury exclusion to the policy	NM	R
DPL 2003 Ed. 11-08	Property Damage Exclusion Endorsement	Adds Property Damage exclusion to the policy	NM	R
DPL 2004 Ed. 11-08	Specified Predecessor Firm Exclusion Endorsement	Excludes coverage for one or more specified predecessor firms	NM	R
DPL 2005 Ed. 11-08	Notice Provisions Endorsement	Adds notice requirements to specified entities to cancel/non-renew/change limits	NM	C
DPL 2006 Ed. 11-08	At Risk Construction Management Exclusion Endorsement	Excludes At-Risk Construction Management exposures	NM	R
DPL 2008 Ed. 11-08	Specified Project Exclusion Endorsement	Excludes coverage for specified projects	NM	R
DPL 2009 Ed. 11-08	Amended Retroactive Date and Knowledge Date For Specified Projects Endorsement	Adds prior acts coverage for specified projects	NM	B
DPL 2010 Ed. 11-08	Specified Person Coverage Extension Endorsement	Adds coverage for a named person for work at a specified firm	NM	B
DPL 2011 Ed. 11-08	Specified Person or Entity As Insured Endorsement	Adds specified individual/entity as named insured but only for professional services on behalf of named insured	NM	B
DPL 2012 Ed. 11-08	Design Build Exclusion Endorsement	Adds exclusions specific to design/build exposures	NM	R
DPL 2013 Ed. 11-08	Separately Insured Projects Exclusion Endorsement	Excludes coverage for projects insured elsewhere	NM	R
DPL 2014 Ed. 11-08	Specified Project Deductible Gap Coverage Endorsement	Covers the difference between the deductible on the practice policy and the deductible on a policy for a specified project	NM	B
DPL 2015 Ed. 11-08	Amended Retroactive Date After One Year	Adds full prior acts coverage after one year -only available with multi-year policies	NM	B
DPL 2016 Ed. 11-08	Amended Design or Manufacture of Sold Or Supplied Goods or Products Endorsement	Add exception to design/manufacture of goods/products exclusion for supplying furnishings or fixtures as part of interior design or decorating services.	NM	B
DPL 2017 Ed. 11-08	Amended Contract Liability Exclusion Endorsment	Adds exception to contract liability exclusion for contractual liability in a foreign jurisdiction; exception does not apply to claims for liquidated damages	NM	B
DPL 2018 Ed. 11-08	Specified Named Insured With Limited Coverage For Specified Project or Contract Endorsement	Adds named insureds for specified contract or project with option to limit to wrongful acts committed after specified date	NM	B

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DPL 2019 Ed. 11-08	Pollution Liability Endorsement	Adds pollution liability coverage. Used on 99% of policies issued; add pollution liability coverage of 2% AP	NM	B
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ARKANSAS

DPL 2020 Ed. 11-08	Specified Project Deductible Endorsement	Applies a separate deductible for a specified project. Used when a projects requires a different deductible than base policy.	NM	B
<u>New Form#</u>	<u>New Form Title</u>	<u>Description</u>	<u>Mandatory or Not Mandatory</u>	<u>Broadens Restricts Clarifies</u>
Lawyers Professional Liability Endorsement List				
LPL 1000 Ed. 11-08	Lawyers Professional Liability Coverage Declarations	Declarations page	M	C
LPL 1001 Ed. 11-08	Lawyers Professional Liability Coverage	Insuring Agreement	M	C
LPL 2000 Ed. 11-08	Mutual Choice of Defense Counsel Endorsement	Allows for insured's selection of defense counsel with Company's agreement	NM	B
LPL 2001 Ed. 11-08	Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured Endorsement	Career coverage endorsement-blanket	NM	B
LPL 2002 Ed. 11-08	Specified Lawyers Before They Became Partners, Shareholders, Or Employees Of The Named Insured Endorsement	Career coverage-specified attorneys	NM	B
LPL 2003 Ed. 11-08	Fee Collection and Fee Dispute Exclusion Endorsement	Excludes claims resulting from fee collection and fee disputes	NM	R
LPL 2004 Ed. 11-08	Insurance Provided Under Any Other Insurance Policy Issued by the Company or Any Affiliated Companies Endorsement	Anti-stacking provision	NM	R
LPL 2005 Ed. 11-08	Delete Title Agent From Professional Services Definition Endorsement	Deletes title agent from Professional Services Definition	NM	R
LPL 2006 Ed. 11-08	Described Legal Services Exclusion Endorsement	Excludes coverage for one or more Specific Areas of Practice	NM	R
LPL 2007 Ed. 11-08	Claims By Any Insured Against Another Insured Exclusion Endorsement	Removes all coverage for claims for insured vs. insureds	NM	R
LPL 2008 Ed. 11-08	Handling of Funds Exclusion Endorsement	Removes all coverage for claims arising out of a failure to properly administer or pay funds held for others	NM	R
LPL 2009 Ed. 11-08	Director, Officer, Manager Exclusion Endorsement	Removes all coverage for claims for any client where any Insured hold any management position regardless of level of control	NM	R
LPL 2010 Ed. 11-08	Amend Equity Threshold Exclusion Endorsement	Reduces allowable equity threshold in a client enterprise to a specified amount	NM	R
LPL 2011 Ed. 11-08	Replace Section V. Exclusions Endorsement	Removes all exclusions except criminal acts, D&O/nonprofit, D&O equity, and Title exclusions	NM	B
LPL 2012 Ed. 11-08	Amend Directors and Officers Capacity Exclusion Endorsement	Allows for scheduled exceptions to the the D&O capacity exclusion	NM	B
LPL 2013 Ed. 11-08	Delete Independent Contractor from Insured Person Definition Endorsement	Removes coverage for all independent contractors	NM	R
LPL 2014 Ed. 11-08	Amended Criminal, Dishonest, Fraudulent, Or Malicious Conduct Exclusion Endorsement	Provides innocent party carveback for Named Insured	NM	B

ARKANSAS

LPL 2015 Ed. 11-08	DRI Purchasing Group Endorsement	Reduces deductible amount by 10%	NM	B
<u>New Form#</u>	<u>New Form Title</u>	<u>Description</u>	<u>Mandatory or Not Mandatory</u>	<u>Broadens Restricts Clarifies</u>
Real Estate Professional Liability Endorsement List				
RPL 1000 Ed. 11-08	Real Estate Services Professional Liability Coverage Declarations	Declarations	M	C
RPL 1001 Ed. 11-08	Real Estate Services Professional Liability Coverage	Insuring Agreement	M	C
RPL 2000 Ed. 11-08	Sale of Certain Constructed Or Developed Property Endorsement	Adds sublimit for sale of certain constructed or developed property	NM	B
RPL 2001 Ed. 11-08	Total Owned Property Exclusion Endorsment	Total owned property exclusion	NM	R
RPL 2002 Ed. 11-08	Revised Owned Property Exclusion Endorsment	Revised owned property exclusion to work more similarly to coverage in P0614	NM	R
RPL 2003 Ed. 11-08	Real Estate Appraisers Endorsement	Adds coverage for real estate appraisers	NM	B
RPL 2004 Ed. 11-08	AON Realty Purchasing Group Endorsement	For use with AON Purchasing Group members and those that are part of Realogy Corporation	NM	B
RPL 2005 Ed. 11-08	AON Realty Purchasing Group Reduced Deductible Endorsement	For use with AON Purchasing Group members only	NM	B

Please confirm, therefore, that form PTC-2041 Ed. 11-08 "Optional Extended Reporting Period with Reinstatement of Limits Endorsement – Arkansas" is mandatory for this coverage form and any other form in which this language might appear in this form filing.

[This is to confirm that PTC-2041 11-08 "Optional Extended Reporting Period with Reinstatement of Limits Endorsement – Arkansas" is mandatory.](#)

Please refer to the policy declarations for Accountants Professional Liability Coverage Form APL-1000 Ed. 11-08, Design Professionals, DPL-1000, Lawyers PR, LPL 1000 and Real Estate Services, RPL-1000. These declarations contain a statement which is in conflict within itself of the "Important Note" of the declarations and also the "Important Note" of the coverage form. It is stated, "The limit of liability available to pay will be reduced by defense expenses". The next paragraph states "will be reduced by defense expenses up to 50%. This sentence appears to "cap" the reduction of limits at 50%, whereas the preceding paragraph does not, nor does the notice in each respective coverage form. Please explain the intent and clarify the language accordingly.

[Please note that our Declarations pages \(APL-1000, DPL-1000, LPL-1000, and RPL-1000\) contain dynamic text fields that generate specific notices depending on the type of policy and the state of domicile. The notice "The limit of liability available to pay settlements or judgments will be reduced by defense expenses up to 50%" is applicable only in the state of New York.](#)

[The following notice will appear on the Declarations page if the policy is issued in Arkansas with a limit that is reduced by the payment of defense expenses, i.e. a defense within limits policy. "The limit of liability available to pay settlements or judgments will be reduced by defense expenses." If the policy is issued on a defense outside limits basis, this notice will not appear on the Declarations page.](#)

[The following notice will appear on the Declarations page if the policy is issued in Arkansas with a deductible that applies to defense expenses, i.e. a damages and defense expenses deductible. "The deductible applies to defense expenses." If the policy is issued with a deductible that applies to damages only, this notice will not appear.](#)

Also, to contain defense within the limits, please confirm that this coverage will be written on limits of no less than \$1,000,000 and that a signed consent form will be executed by the insured, pursuant to AID Order 2007-046.

[This is to confirm that when coverage is written on a Defense Within Limits basis, the limit of liability will be no less than \\$1,000,000. Please also see the attached consent form which will be mandatory for all policies written on a Defense Within Limits basis in Arkansas.](#)

With reference to Form PTC-2018, Ed 11-08, Punitive damages must be defined as "those damages imposed to punish a wrongdoer and to deter others from similar conduct" pursuant to AR Code Anno. 23-79-307 (8).

[Attached please find our PTC-3003 Arkansas Required Endorsement. We have revised this endorsement to add a definition of Punitive Damages to the policy. This endorsement will replace the endorsement initially submitted with this filing.](#)

With reference to the AR Amendatory PTC-3003 Ed. 11-08, please remove the second paragraph of B. which states ...the Optional Extended Reporting Period will not take effect unless the Named insured has fulfilled all other duties and complied with all condition and requirements under the policy... These ERPs are mandatory by law and may not be refused unless policy is terminated by flat cancellation back to the effective date due to fraud, misrepresentation, or non payment of premium.

[Please see PTC-3003 above which has also been amended to remove the language referenced.](#)

SERFF Tracking Number: TRVE-125672213 State: Arkansas
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50
 Company Tracking Number: 2008-04-0014
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Professional Liability Rewrite Form Filing 2008-04-0014
 Project Name/Number: Professional Liability Rewrite Form Filing 2008-04-0014/2008-04-0014

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Required Endorsement	05/30/2008	PTC 3003 Arkansas 1108.pdf
No original date	Form	OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT - ARKANSAS	05/30/2008	PTC 2041 Optional Extended Reporting Period with Reinstatement of Limits Endorsement - Arkansas.pdf

ARKANSAS REQUIRED ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions
<(Name of coverage part that is changed)>

It is agreed that:

1. The following sections are added to the Professional Liability Terms and Conditions:

CANCELLATION

If this policy has been in effect for 60 days or less, the Company may cancel for any reason during that time period, by mailing or delivering written notice of such cancellation to the first **Named Insured** at least 30 days before the effective date of cancellation.

If this policy has been in effect for more than 60 days, or is a continuation policy, the Company may cancel only for the following reasons:

1. Nonpayment of premium;
2. Fraud or misrepresentation committed by the **Named Insured** or any representative of the **Named Insured** in obtaining this policy, continuing this policy, or presenting a claim under this policy;
3. The occurrence of a material change in the risk which substantially increases any hazard insured under this policy after policy issuance;
4. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the Company issuing this policy require payment as a condition of issuance and maintenance of the policy.
5. A material violation of any material provision of this policy.

The Company may cancel this policy by mailing or delivering notice of such cancellation to the first **Named Insured** at least 10 days before the effective date of cancellation, if cancellation is for nonpayment of premium. If cancellation is for any other reason, the Company may cancel this policy by mailing or delivering notice of cancellation to the first **Named Insured** at least 20 days before the effective date of the cancellation. The notice will state the reason for cancellation.

The Company will have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect. Cancellation will take effect regardless of whether or not the Company has made or offered a refund.

The first **Named Insured** may cancel this policy by mailing or delivering the policy to the Company or any of the Company's authorized agents, and provide the date such cancellation will be effective.

NONRENEWAL

The Company will not be required to renew this policy. If the Company decides not to renew, written notice of nonrenewal will be sent to the first **Named Insured** and the lien holder or loss payee, if any, at least 60 days before the Expiration Date set forth in ITEM 2 of the Declarations. The notice will state the reason for nonrenewal.

Issuing Company:
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The Company will send the notice nonrenewal to the last known address of the first **Named Insured**. A post office certificate of mailing will be sufficient proof of mailing of notice.

CLAIM INFORMATION

The Company will provide the first **Named Insured** the claim information described below in connection with this policy. The Company will only provide this information for the years the first Named Insured had coverage in effect or for the past three years, whichever is less:

1. The date and description of the event for closed claims, including the amount of payment, if any.
2. The date and description of the event for any open claims, including the amount of payments and reserves, if any. The reserve amount, if any, is based on the Company's judgment. A reserve amount may be subject to change and should not be considered a final settlement value.
3. The date and description of each event the first **Named Insured** reported to us for which no amounts have been paid or reserved.

If the Company cancels or elects not to renew the policy, the Company will provide this information within 15 days of the notice of cancellation or nonrenewal. Otherwise, the Company will provide this information if a request is received from the first **Named Insured** within 30 days. The request must be received by the Company within 60 days after the end of the **Policy Period**.

The Company collects this information for the Company's own business purposes. The Company does so carefully and as accurately as possible. In giving this information to the first **Named Insured**, the Company does not make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if the Company accidentally provides incorrect information.

2. The following replaces section **XV. OPTIONAL EXTENDED REPORTING PERIOD** of the Professional Liability Terms and Conditions:
 - A. If this policy is cancelled or not renewed for any reason, the Company will offer the **Named Insured** the right to purchase an Optional Extended Reporting Period Endorsement for one of the periods set forth in ITEM 8 of the Declarations. Such offer will be made even if, at the time of cancellation or nonrenewal, the **Named Insured** owes the Company premium for this policy. The **Optional Extended Reporting Period** applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:
 1. the last day of the **Policy Period**; or
 2. if such **Claim** had earlier been reported to the Company during the **Policy Period** as a **Potential Claim**, the date notice was received by the Company of such **Potential Claim**,whichever is earlier.
 - B. The premium due for the Optional Extended Reporting Period Endorsement equals the percentage set forth in ITEM 8 of the Declarations of the annualized premium for this policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the date such policy is cancelled or not renewed. The entire premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the commencement of the **Optional Extended Reporting Period**.

The **Optional Extended Reporting Period** will not take effect unless the **Named Insured** has fulfilled all other duties, and complied with all other conditions and requirements under this policy, and:

1. written notice of such election is received by the Company within 60 days of the effective date such policy is cancelled or not renewed; and
2. the additional premium for the Optional Extended Reporting Period Endorsement is paid when due.

The **Optional Extended Reporting Period** begins when the **Automatic Extended Reporting Period** ends and it does not replace the **Automatic Extended Reporting Period**.

3. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following replaces section **IV. DEFINITIONS, W. Pollutant**:

W. Pollutant means any solid, liquid, gaseous, or thermal substance or material, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, that has an actual, alleged, or threatened irritating or contaminating effect on any person or property.

Pollutant includes any such substance or material, regardless of whether or not:

1. the substance or material, or the particular form, type, or source of the substance or material, involved in the **Claim** is specifically identified or described in this definition, such as waste from manufacturing operations;
2. the substance or material has or had a function in any business, operations, premises, or work site of the **Named Insured** or any other **Insured** or person or organization protected under this policy, such as perchloroethylene (perc) for a dry cleaning business;
3. the substance or material represents a major source of potential liability, loss, or damage for the **Named Insured** or any other **Insured** or person or organization protected under this policy, such as gasoline for a gasoline station; or
4. the **Named Insured** or any other **Insured** or person or organization protected under this policy expects or considers the substance or material to be a pollutant.

4. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following replaces section **V. EXCLUSIONS N. Pollution, Fungi or Bacteria**:

N. This policy does not apply to any **Claim** based upon or arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutant**, provided this exclusion does not apply to any **Claims**:

1. arising out of Hostile Fire Smoke; or
2. that results from an **Insured's** failure to advise buyers or sellers of real property of the existence of **Pollutants**, other than **Fungi** or bacteria, at such property in the **Insured's** capacity as a real estate agent or broker.

5. If the **Professional Liability Coverage** set forth in ITEM 4 of the Declarations is Real Estate Services Professional Liability, the following are added to section **IV. DEFINITIONS**:

Hostile Fire means a fire that:

1. becomes uncontrollable; or
2. breaks out from where it was intended to be.

Hostile Fire Smoke means only the smoke that results from a **Hostile Fire** that:

1. is at, on, or from any premises, site, or location, other than a waste site; and
2. is not caused by **Pollution Work** being performed by or for the **Named Insured**.

Pollution Work means:

1. the testing for, monitoring, cleaning up, or removing, containing, treating, detoxifying, or neutralizing of any **Pollutant**; or
2. the responding to, or assessing, in any way the effect of any **Pollutant**.

Waste Site means any premises, site, or location that is or was at any time used by or for any **Named Insured** or others for the handling, storage, disposal, processing, or treatment of waste.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**OPTIONAL EXTENDED REPORTING PERIOD WITH REINSTATEMENT OF LIMITS ENDORSEMENT -
ARKANSAS**

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

1. The following is added to section **XV. OPTIONAL EXTENDED REPORTING PERIOD**:

Coverage under this policy applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered under this policy. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:

1. the last day of the **Policy Period**; or
2. the date notice was received by the Company of the **Potential Claim** that subsequently gave rise to the **Claim** made during the **Optional Extended Reporting Period**,
whichever is earlier.

The ending date of this optional extended reporting period is: <enter date>

2. The following replaces section **II. LIMITS**, A. 1. c., Professional Liability Coverage Limits:

- c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period**, if applicable, that result from a **Network and Information Security Offense** or the rendering of or failure to render **Professional Services**, will not exceed the remaining Professional Services and Network and Information Security Offenses Coverage Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.

3. The following is added to section **II. LIMITS**, A. 1., Professional Liability Coverage Limits:

- d. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Optional Extended Reporting Period**, if applicable, that result from a **Network and Information Security Offense** or the rendering of or failure to render **Professional Services** will be equal to the Professional Services and Network and Information Security Offenses Coverage Limits remaining at the time this policy is cancelled or not renewed, or 50% of the Professional Services and Network and Information Security Offenses Coverage Limits in effect at the time this policy is cancelled or not renewed, whichever is greater.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number: