

SERFF Tracking Number: ARGN-125862037 State: Arkansas
 Filing Company: Colony Specialty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CSIC-PL-IA-AR-F-2008
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Insurance Agent's Professional Liability
 Project Name/Number: Cypress/

Filing at a Glance

Company: Colony Specialty Insurance Company

Product Name: Insurance Agent's Professional SERFF Tr Num: ARGN-125862037 State: Arkansas

Liability

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.1019 Professional Errors &

Co Tr Num: CSIC-PL-IA-AR-F-2008 State Status: Fees verified and

Omissions Liability

received

Filing Type: Form

Co Status:

Reviewer(s): Edith Roberts, Brittany Yielding

Authors: Maggie Welk, Ellen

Disposition Date: 01/05/2009

Canestrano

Date Submitted: 12/23/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Cypress

Status of Filing in Domicile: Authorized

Project Number:

Domicile Status Comments: Ohio approved 07/09/08

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/05/2009

State Status Changed: 01/05/2009

Deemer Date:

Corresponding Filing Tracking Number: CSIC-PL-IA-AR-RF-2008

Filing Description:

INSURANCE AGENTS PROFESSIONAL FORMS

SERFF Tracking Number: ARGN-125862037 State: Arkansas
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Company and Contact

Filing Contact Information

Ellen Canestrano, Regulatory Compliance ecanestano@colonyins.com
 8720 Stony Point Parkway (804) 560-4547 [Phone]
 Richmond, VA 23235 (804) 327-3173[FAX]

Filing Company Information

Colony Specialty Insurance Company CoCode: 36927 State of Domicile: Ohio
 P.O. Box 85122 Group Code: 36927 Company Type: Insurance
 Richmond, VA 23235 Group Name: Argonaut Group Compnay
 (804) 560-2000 ext. [Phone] FEIN Number: 34-1266871 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 PER FILING
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Colony Specialty Insurance Company	\$50.00	12/23/2008	24694918

SERFF Tracking Number: ARGN-125862037 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/05/2009	01/05/2009

SERFF Tracking Number: ARGN-125862037

State: Arkansas

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TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: Insurance Agent's Professional Liability

Project Name/Number: Cypress/

Disposition

Disposition Date: 01/05/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125862037 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	FIRST DOLLAR DEFENSE ENDORSEMENT	Approved	Yes
Form	PROFESSIONAL SERVICES ENDORSEMENT	Approved	Yes
Form	REAL ESTATE ENDORSEMENT	Approved	Yes
Form	SPECIFIED INDEPENDENT CONTRACTOR ENDORSEMENT	Approved	Yes
Form	WHO IS AN INSURED ENDORSEMENT	Approved	Yes
Form	PROFESSIONAL EMPLOYER ORGANIZATIONS ENDORSEMENT	Approved	Yes
Form	ADDITIONAL NAMED INSURED ENDORSEMENT	Approved	Yes
Form	CONTRACT OF SALE ENDORSEMENT	Approved	Yes
Form	EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT	Approved	Yes
Form	INSOLVENCY EXCLUSION ENDORSEMENT	Approved	Yes
Form	SPECIFIC ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	Approved	Yes
Form	SELF INSURED ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	Approved	Yes
Form	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	Approved	Yes
Form	SPECIFIC SERVICES EXCLUSION ENDORSEMENT	Approved	Yes
Form	CHANGE ENDORSEMENT	Approved	Yes
Form	INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY DECLARATIONS	Approved	Yes
Form	INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY DECLARATIONS	Approved	Yes

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 Product Name: Insurance Agent's Professional Liability
 Project Name/Number: Cypress/

Form	INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY	Approved	Yes
Form	CSIC Policy Jacket	Approved	Yes
Form	Insurance Professionals Application	Approved	Yes
Form	INSURANE PROFESSIONALS RENEWAL APPLICATION	Approved	Yes
Form	CLAIM CIRCUMSTANCE INFORMATION	Approved	Yes
Form	CLUSTER ARRANGEMENT INFORMATION SHEET	Approved	Yes
Form	MERGERS OR AQUISITIONS INFO SHEET	Approved	Yes
Form	PROFESSIONAL EMPLOYER ORGANIZATION INFO SHEET	Approved	Yes
Form	REAL ESTATE OPERATIONS INFO SHEET	Approved	Yes
Form	FIRST DOLLAR DEFENSE & MEDIATION ENDORSEMENT	Approved	Yes
Form	LIMITED INSURED ENDORSEMENT	Approved	Yes
Form	AR CANCELLATION & NONRENEWAL PROVISIONS	Approved	Yes
Form	IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS	Approved	Yes
Form	ARKANSAS AMENDATORY ENDORSEMENT	Approved	Yes

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 Product Name: Insurance Agent's Professional Liability
 Project Name/Number: Cypress/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	FIRST DOLLAR DEFENSE ENDORSEMENT	INIA100-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA100-0708 First Dollar Defense Endt.pdf
Approved	PROFESSIONAL SERVICES ENDORSEMENT	INIA101-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA101-0708 Professional Services Endt.pdf
Approved	REAL ESTATE ENDORSEMENT	INIA102-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA102-0708 Real Estate Endt.pdf
Approved	SPECIFIED INDEPENDENT CONTRACTOR ENDORSEMENT	INIA103-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA103-0708 Specified Independent Contractor Endt.pdf
Approved	WHO IS AN INSURED ENDORSEMENT	INIA104-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA104-0708 Who is an Insured Endt.pdf
Approved	PROFESSIONAL EMPLOYER ORGANIZATIONS ENDORSEMENT	INIA105-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA105-0708 Prof Empl Organiz Endt.pdf
Approved	ADDITIONAL NAMED INSURED	INIA106-0708	07/08	Endorsement/Amendment/Conditions	New	0.00	INIA106-0708 Addl Named Insd

SERFF Tracking Number: ARGN-125862037 State: Arkansas
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 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Insurance Agent's Professional Liability

Project Name/Number: Cypress/

Approval	Description	INIA	Year	Policy Description	Amount	Attachment
	ENDORSEMENT			ons		Endt.pdf
Approved	CONTRACT OF SALE ENDORSEMENT	INIA107-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA107-0708 Contract of Sale Endt.pdf
Approved	EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT	INIA108-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA108-0708 Extended Claims Reporting Period Endt.pdf
Approved	INSOLVENCY EXCLUSION ENDORSEMENT	INIA109-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA109-0708 Insolvency Exclusion.pdf
Approved	SPECIFIC ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	INIA110-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA110-0708 Specific Entities Insolvency Exclusion.pdf
Approved	SELF INSURED ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	INIA111-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA111-0708 Self Insured Entities Insolvency Excl.pdf
Approved	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	INIA112-0708	07/08	Endorsement/Amendment/Conditions	0.00	INIA112-0708 Specific Entity Exclusion.pdf
Approved	SPECIFIC	INIA113-0708	07/08	Endorsement New	0.00	INIA113-

SERFF Tracking Number:	ARGN-125862037	State:	Arkansas
Filing Company:	Colony Specialty Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CSIC-PL-IA-AR-F-2008		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1019 Professional Errors & Omissions Liability
Product Name:	Insurance Agent's Professional Liability		
Project Name/Number:	Cypress/		
	SERVICES 0708	nt/Amendm	0708
	EXCLUSION	ent/Condi	Specific
	ENDORSEMENT	ons	Services
			Exclusion.pdf
Approved	CHANGE INIA114- 07/08	Endorseme New	0.00
	ENDORSEMENT 0708	nt/Amendm	INIA114-
		ent/Condi	0708
		ons	Change
			Endt.pdf
Approved	INSURANCE INIADEC1 07/08	Declaration New	0.00
	PROFESSIONAL -0708	s/Schedule	INIA DEC 1-
	S ERRORS AND		0708 With
	OMISSIONS		First Dollar
	LIABILITY		Defense
	INSURANCE		Declarat.pdf
	POLICY		
	DECLARATIONS		
Approved	INSURANCE INIADEC2 07/08	Declaration New	0.00
	PROFESSIONAL -0708	s/Schedule	INIA DEC 2-
	S ERRORS AND		0708 No
	OMISSIONS		First Dollar
	LIABILITY		Defense
	INSURANCE		Declaratio.p
	POLICY		df
	DECLARATIONS		
Approved	INSURANCE INIA0001- 07/08	Policy/CoveNew	0.00
	PROFESSIONAL 0708	rage Form	INIA0001-
	S ERRORS AND		0708
	OMISSIONS		Insurance
	LIABILITY		Agents
	INSURANCE		Policy.pdf
	POLICY		
Approved	CSIC Policy PJCG- 04/048	Other New	0.00
	Jacket 0408		CSIC policy
			jacket
			[colony
			group]
			PJCG-

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 Product Name: Insurance Agent's Professional Liability
 Project Name/Number: Cypress/

Approval	Description	INIA	Date	Category	Amount	File Name
Approved	Insurance Professionals Application	INIA AP-1008	10/08	Application/ New Binder/Enrollment	0.00	0408_FINAL.pdf INIA AP-1008 Insurance Professionals Application.pdf
Approved	INSURANCE PROFESSIONALS RENEWAL APPLICATION	INIA RAP-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA RAP-1008 Insurance Professionals Renewal Appl.pdf
Approved	CLAIM CIRCUMSTANCES INFORMATION	INIA SAP1-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA SAP1-1008 Claim Circumstances Information Shee.pdf
Approved	CLUSTER ARRANGEMENT INFORMATION SHEET	INIA SAP2-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA SAP2-1008 Cluster Arrangement Information She.pdf
Approved	MERGERS OR ACQUISITIONS INFO SHEET	INIA SAP3-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA SAP3-1008 Mergers or Acquisitions Information.pdf
Approved	PROFESSIONAL EMPLOYER ORGANIZATION INFO SHEET	INIA SAP4-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA SAP4-1008 Professional Employer Organizations.pdf

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 Company Tracking Number: CSIC-PL-IA-AR-F-2008
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Insurance Agent's Professional Liability
 Project Name/Number: Cypress/

Approved	REAL ESTATE OPERATIONS INFO SHEET	INIA SAP5-1008	10/08	Application/ New Binder/Enrollment	0.00	INIA SAP5-1008 Real Estate Operations Information .pdf
Approved	FIRST DOLLAR DEFENSE & MEDIATION ENDORSEMENT	INIA116-1008	10/08	Endorsement/Amendment/Conditions	0.00	INIA116-1008 First Dollar Defense and Mediation En.pdf
Approved	LIMITED INSURED ENDORSEMENT	INIA117-1008	10/08	Endorsement/Amendment/Conditions	0.00	INIA117-1008 Limited Insured Endt.pdf
Approved	AR CANCELLATION & NONRENEWAL PROVISIONS	INAR-0708	07/08	Cancellation/NonRenewal Notice		INAR-0708 Cancellation Provisions.pdf
Approved	IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS	INAR B-0708	07/08	Disclosure/ New Notice		INARb-0708 Important Information for Arkansas Poli.pdf
Approved	ARKANSAS AMENDATORY ENDORSEMENT	INIAAR-0708	07/08	Endorsement/Amendment/Conditions		INIAAR-1008 Arkansas Amendatory Endorsement.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST DOLLAR DEFENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE, B. Deductible is deleted in its entirety and replaced with the following:

The Each Claim Deductible stated in the Declarations applies to each "claim" and will be paid by you to us within 30 days of written demand and will be billed when incurred by us. The deductible will be applied to the payment of "damages" only.

The total of the Insured's liability for all deductible payments during the "policy period" will not exceed the Deductible – Policy Aggregate stated in the Declarations.

If the Extended Claims Reporting Period Endorsement is purchased, the Deductible – Policy Aggregate will not apply to "claims" first made against an Insured during the extended reporting period provided by the Extended Claims Reporting Period Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate = _____ _____ Pro Rate	_____ AP _____ RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

Professional Services:

A. **SECTION IV. DEFINITIONS, R.** "Professional services" is amended and the following is added:

R. "Professional services" also means services as shown above and performed for others by the Insured.

B. For the purposes of this endorsement, the insurance provided by this endorsement does not apply to: _____

C. The insurance provided by this endorsement applies only to any "claims" arising out of "wrongful acts" that first took place on or after the "retroactive date" specified in this endorsement, if any.

Retroactive Date: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP _____
		Pro Rate _____	RP _____
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL ESTATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

A. **SECTION IV. DEFINITIONS, R.** “Professional services” is amended and the following is added:

R. “Professional services” means services performed for others in the Insured’s capacity as a real estate agent, real estate broker, real estate property manager or leasing agent, real estate consultant or counselor, real estate appraiser, real estate auctioneer, or member of a formal real estate accreditation, standard review or similar real estate board or committee.

B. **SECTION II. EXCLUSIONS** is amended and the following is added:

This Policy does not apply to any “claim”

1. arising out of any actual or alleged unlawful discrimination of any kind by any Insured, based on, but not limited to, race, color, creed, national origin, physical or other disability, marital status, age, sex, or sexual orientation.

However, we will pay on behalf of the Insured “damages” and “claim expenses” for any “claim” alleging violations of Title VIII of the Civil Rights Act of 1966 or the Fair Housing Amendment Act of 1988 or any similar state or local law or ordinance.

The most we will pay for any such “claim” is \$25,000.

2. arising out of or based on the liability of others assumed by the Insured under any contract or agreement.

This exclusion does not apply to liability for “damages” that the Insured would have in the absence of such contract or agreement.

3. arising out of the purchase, sale, leasing or property management of property developed, constructed or owned by:
 - a. an Insured; or
 - b. any entity identified in exclusion **D.** or **E.** of the Policy.

This exclusion does not apply to “claims” arising out of:

- (1) the sale of the primary residence that the Insured and/or the Insured’s domestic partner owns exclusively; or
- (2) the sale, leasing or property management of real property in which one or more Insured’s ownership interest is less than 10% at the time “professional services” were performed.

4. arising out of “property syndication” or “real estate investment trusts”.

For the purposes of this endorsement “property syndication” means the formation of, and engagement in, a general or limited partnership, joint venture, unincorporated association or similar organization for the purpose of investment or gain from an interest in real property, including but not limited to a sale, exchange, trade or development of such real property, on behalf of others.

For the purposes of this endorsement “real estate investment trust” means any trust, corporation, association, or entity designed or used to permit investment in interests in real property, under which such interests are held and managed for the beneficial owners of the trust or other entity, whether or not it qualifies for treatment as a real estate investment trust pursuant to 26 U.S.C. 856, 857, or 858 or any other provision of the United States Internal Revenue Code.

5. arising out of the failure to effect, maintain or to advise of the need to effect or maintain adequate insurance, suretyship or bonds.

- 6. arising out of:
 - a. the failure or inability to pay or collect insurance premiums, escrow, rental, lease or tax funds, or any money held for others;
 - b. failure to pay commissions, including finder's fees; or
 - c. the conversion, misappropriation, commingling or defalcation of funds or other property.

Notwithstanding the foregoing, in the event a "claim" is made against the Insured seeking both the return of escrow or earnest money and alleging a "wrongful act" in the performance of "professional services" covered under this Policy, we will defend such "claim" as provided under the terms and conditions of this Policy without any obligation to reimburse the Insured for the payment of, or pay monies held as earnest money or escrow.

- 7. arising out of:
 - a. the actual, alleged or threatened discharge, dispersal, release, seepage, migration, or escape of "pollutants";
 - b. the failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of or advise of the existence of "pollutants"; or
 - c. any governmental or regulatory notification that any Insured is a potentially responsible party for liability arising out of "pollutants".

For the purposes of this endorsement "pollutants" means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" does not mean heat, smoke, or fumes from a "hostile fire". "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

- 8. arising out of nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequence thereof, regardless of cause.
- 9. arising out of the actual or alleged breach of any express or implied warranty, guarantee or contract, including but not limited to any representations made by the insured pertaining to the past or future value of real or personal property.
- 10. made or brought by an Insured against any other Insured, unless such "claim" arises solely out of "professional services" performed for that party in a broker-client capacity.

C. For the purposes of this endorsement **SECTION II. EXCLUSIONS, G.** of the Policy does not apply to property damage arising out of the Insured's distribution, maintenance, operation or use of a lockbox on property not owned by the Insured.

The limit of liability for "claims" arising out of the Insured's distribution, maintenance, operation or use of a lockbox on property owned by the Insured is \$25,000 per "claim".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional		Short Rate	AP
or	Premium \$ _____ x _____	= _____	RP
Return		Pro Rate	RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

Specified Independent Contractor(s):

SECTION III. WHO IS AN INSURED is amended and the following is added:

The individual or entity shown above, and their employees, are added as an Insured.

Such person or entity is an Insured only for "claims" arising out of "professional services" performed for others on your behalf, through your facilities, and with your express consent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP _____
		Pro Rate _____	RP _____
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION III. WHO IS AN INSURED is deleted in its entirety and replaced with the following:

SECTION III. WHO IS AN INSURED

- A.** The "Named Insured" is an Insured.
- B.** Each of the following is also an Insured:
1. Any of your past or present officers, directors, partners, stockholders, members or managers (of a Limited Liability Company), or employees, for "professional services" performed within the scope of his or her duties on your behalf.
 2. Any organization you create, acquire, or merge with after the effective date of this Policy, if you have majority financial interest in such organization. The coverage provided by this provision applies only:
 - a. if there is no other valid and collectible insurance;
 - b. to "claims" arising out of "wrongful acts" first taking place on or after the effective date of formation of the new organization, acquisition, or merger; and
 - c. you notify us either by the end of the "policy period" or 90 days after the effective date of formation of the new organization, acquisition, or merger, whichever comes first.
 3. The legal spouse of an Insured defined in **A.**, **B. 1.**, and **B. 2.** above, but only for liability arising out of their spousal relationship. The reference to Insured in **SECTION II. EXCLUSIONS, D.** does not include such legal spouse.
 4. The heirs, executors, administrators and legal representatives of an Insured as defined in **A.**, **B. 1.**, **B. 2.** or **B. 3.** above, in the event of an Insured's death, incapacity or bankruptcy, but only for liability arising out of "professional services" performed by or on your behalf prior to such Insured's death, incapacity or bankruptcy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP _____
		Pro Rate _____	RP _____
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL EMPLOYER ORGANIZATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

Professional Employer Organization(s):

A. **SECTION IV. DEFINITIONS, R.** "Professional services" is amended and the following is added:

R. "Professional services" also means services performed for others by the Insured in carrying out duties under a written marketing contract with the professional employer organization(s) shown above.

B. The insurance provided by this endorsement applies only to any "claims" arising out of "wrongful acts" that first took place on or after the "retroactive date" specified in this endorsement, if any.

Retroactive date: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate	_____ AP
		= _____ Pro Rate	_____ RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION III. WHO IS AN INSURED is amended to include the person or entity named below as a "Named Insured" but only with respect to "claims" arising out of "wrongful acts" that first take place on or after the "retroactive date" specified in this endorsement.

Coverage provided by this endorsement does not apply to "claims" arising out of any "wrongful act" occurring prior to the inception date of this endorsement if the Insured had knowledge of such "wrongful act" and had a basis to reasonably anticipate a "claim" that would be covered by this policy.

For the purposes of this endorsement, prior knowledge of a "wrongful act" includes, but is not limited to, any prior "claim" or possible "claim" or circumstance referenced in the "application".

Named Insured is amended to include: _____

Retroactive Date: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP
		Pro Rate _____	RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACT OF SALE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION III. WHO IS AN INSURED is amended and the following is added:

The person or entity named below is added as an Insured but only with respect to "claims":

1. Arising out of "wrongful acts" that first took place on or after the "retroactive date" specified in this endorsement, if any; and
2. Arising out of the insurance policies stipulated in a contract of sale between the Insured shown below and the "Named Insured".

Notwithstanding the Limits of Liability – Each Claim shown in the Declarations, the maximum amount of "damages" we will pay for each covered "claim" for which this endorsement applies will be \$_____.

Coverage provided by this endorsement does not apply to "claims" arising out of any "wrongful act" if the Insured had any knowledge of such "wrongful act" prior to the effective date of this endorsement and had a basis to reasonably anticipate a "claim" that would be covered by this endorsement.

For the purposes of this endorsement, prior knowledge of a "wrongful act" includes, but is not limited to, any prior "claim" or possible "claim" or circumstance referenced in the "application".

Insured:

Retroactive Date:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate	_____ AP
		= _____	_____ Pro Rate
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

A. An Extended Claims Reporting Endorsement is provided, as described in **SECTION VI. OPTION TO EXTEND CLAIMS REPORTING PERIOD.**

Coverage shall be extended to "claims" otherwise covered by this Policy:

1. Arising out of "wrongful acts" which first take place on or after the "retroactive date" and prior to the end of the "policy period"; and
2. Which are first made against the Insured on or after the inception date of the policy and reported in writing to us during the extended reporting period set forth in B. below.

A "claim" first made during the extended reporting period provided by this endorsement shall be deemed to have been made on the last day of the "policy period".

This Extended Claims Reporting Period Endorsement shall neither increase any Limit of Liability hereunder nor extend the "policy period".

B. Additional Endorsement Premium \$ _____

Extended Claims Reporting Period From: _____ To: _____

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate = _____ _____ Pro Rate	_____ AP _____ RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSOLVENCY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

We will not pay “damages” or “claim expenses” for any “claim” related to or arising directly or indirectly out of the placement of a risk or an insurance or reinsurance contract or other risk transfer mechanism, device or funding vehicle with any insurance company, reinsurer, self-insured trust, group insurance trust, risk retention group, joint underwriting association, HMO or other risk assuming entity that:

1. Becomes insolvent or bankrupt;
2. Is undergoing receivership, rehabilitation, or liquidation proceedings; or
3. Fails to meet all or part of any legal or financial obligation.

Such “claim” is not covered by this Policy regardless of whether the placement is alleged to have occurred alone, in combination with, or in a sequence with any “wrongful act” or legal obligation that is covered by this Policy.

However, this exclusion does not apply if at the time the risk, contract, policy or other risk transfer mechanism, device or funding vehicle from which the “claim” arose was placed on behalf of the Insured, the insurance company, reinsurer, self-insured trust, group insurance trust, risk retention group, joint underwriting association, HMO or other risk assuming entity:

1. Held an A.M. Best rating of B+ or stronger and a Financial Size Category of IV or larger, and state surplus lines laws and regulations, if applicable, were adhered to by the Insured;
2. Was operated and guaranteed by a state or federal governmental body, and state surplus lines laws and regulations, if applicable, were adhered to by the Insured; or
3. Is scheduled below, and state surplus lines laws and regulations, if applicable, were adhered to by the Insured:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____ Pro Rate _____	AP RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

We will not pay "damages" or "claim expenses" for any "claim" related to or arising directly or indirectly out of the placement of a risk or an insurance or reinsurance contract, policy or other risk transfer mechanism, device or funding vehicle with:

1. any Specified Entities listed below; or
2. any other entities that are wholly or partially owned by the Specified Entities, regardless of whether they are listed below or not.

provided such entity:

1. becomes insolvent or bankrupt;
2. is undergoing receivership, rehabilitation, or liquidation proceedings; or
3. fails to meet all or part of any legal or financial obligation.

Such "claim" is not covered by this Policy regardless of whether the placement is alleged to have occurred alone, in combination with, or in a sequence with any "wrongful act" or legal obligation which is covered by this Policy.

Specified Entities

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate = _____ _____ Pro Rate	_____ AP _____ RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

We will not pay "damages" or "claim expenses" for any "claim" related to or arising directly or indirectly out of the placement of a risk or an insurance or reinsurance contract, policy or other risk transfer mechanism, device or funding vehicle with any "Self-Insured Entity" that:

1. Becomes insolvent or bankrupt;
2. Is undergoing receivership, rehabilitation, or liquidation proceedings; or
3. Fails to meet all or part of any legal or financial obligation.

Such "claim" is not covered by this Policy regardless of whether the placement is alleged to have occurred alone, in combination with, or in a sequence with any "wrongful act" or legal obligation that is covered by this policy.

For the purposes of this endorsement "Self-Insured Entity" means any fully or partially self-insured trust, fund, pool, risk retention group, Health Maintenance Organization, or similar risk assuming entity.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	_____ Short Rate = _____ _____ Pro Rate	_____ AP _____ RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ENTITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION II. EXCLUSIONS is amended and the following is added:

This Policy does not apply to any "claim":

arising out of or resulting from the rendering or failure to render any "professional services" by or on behalf of _____.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC SERVICES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

This Policy does not apply to any "claim" based on or directly or indirectly arising out of or resulting from any service(s) shown below.

Excluded Service(s):

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

An "X" placed in a box below indicates a change has been made.

1. The "Named Insured" shown in the Declarations is amended to:

2. The Address of Named Insured shown in the Declarations is amended to:

3. The "policy period" in the Declarations is amended to:
From _____ To _____

4. The Premium in the Declarations is amended to: \$ _____

5. The "Retroactive Date" in the Declarations is amended to:

6. Other:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP _____
		Pro Rate _____	RP _____
Typing Date	State	Agent Number	Agent Name

Authorized Representative

**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY
DECLARATIONS**

THIS IS A CLAIMS-MADE AND REPORTED POLICY.
PLEASE READ IT CAREFULLY.

<Cmp Addr Line 1>
<Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

POLICY NUMBER

Named Insured:

Address of Named Insured:

Producer Number:

Policy Period:

From: _____ To: _____ at 12:01 a.m. Standard Time at the Address of the Named Insured.

Retroactive Date: _____

Limit of Liability

Each Claim \$ _____

Policy Aggregate \$ _____

Deductible Amount:

Each Claim \$ _____

Policy Aggregate \$ _____

Premium \$ _____

Surcharge (if applicable): _____

Total Due \$ _____

Forms and Endorsements:

Authorized Representative

Dated

**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY
DECLARATIONS**

THIS IS A CLAIMS-MADE AND REPORTED POLICY.
PLEASE READ IT CAREFULLY.

<Cmp Addr Line 1>
<Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

POLICY NUMBER

Named Insured:

Address of Named Insured:

Producer Number:

Policy Period:

From: _____ To: _____ at 12:01 a.m. Standard Time at the Address of the Named Insured.

Retroactive Date: _____

Limit of Liability

Each Claim \$ _____
Policy Aggregate \$ _____

Deductible Amount:

Each Claim \$ _____
Policy Aggregate \$ _____

NOTE: The Deductible Amount includes
"damages" and "claims expenses".

Premium \$ _____

Surcharge (if applicable): _____

Total Due \$ _____

Forms and Endorsements:

Authorized Representative

Dated

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE.

THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS TO YOUR COVERAGE. PLEASE REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS ANY QUESTIONS YOU MAY HAVE WITH YOUR AGENT.

This Policy does not become effective unless we issue a Declarations page to form a part hereof.

WHAT TO DO IN CASE OF AN ACCIDENT OR CLAIM

In the event you directly or indirectly become involved in any situation which you believe may result in an Insurance Professionals Errors and Omissions "claim", you should immediately report the details to the Company.

Note: Failure to make reports of "wrongful acts" and "claims" may jeopardize your insurance.

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INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY
PLEASE READ CAREFULLY

PROVISIONS

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

Throughout this Policy, the words “you” and “your” refer to the “Named Insured” shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance. The word “Insured” means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV. DEFINITIONS**.

In consideration of payment of the premium and subject to the terms and conditions of this Policy, we agree with you to provide insurance as stated in this Policy.

SECTION I. INSURING AGREEMENTS

A. Coverage Provision

We will pay on behalf of the Insured “damages” that the Insured becomes legally obligated to pay because of “claims” made against the Insured for “wrongful acts” arising out of the performance of “professional services” for others.

B. Claims-Made Provision

This insurance applies to a “wrongful act” only if all of the following conditions are satisfied:

1. the “wrongful act” first took place on or after the “retroactive date”;
2. prior to the inception date of this Policy or the first such policy issued and continuously renewed by us, no Insured had knowledge of such “wrongful act” and had no basis to reasonably anticipate a “claim” that would be covered by this Policy. For purposes of this provision, prior knowledge of a “wrongful act” includes, but is not limited to, any prior “claim” or possible “claim” or circumstance referenced in the “application”;
3. the “claim” arising out of the “wrongful act” is first made against an Insured during the “policy period”; and
4. the “claim” is reported in writing to us no later than 60 days after the end of the “policy period” or, if applicable, during an Extended Claims Reporting Period.

C. Defense Provision

We have the right and the duty to defend the Insured against any covered “claim”, even if such “claim” is groundless, false or fraudulent.

“Claim expenses” will be paid by us, and will be in addition to the available limit of liability. Our right and duty to defend or continue to defend any “claim” ends when the applicable limit of liability has been exhausted by payment of “damages”. Once the limit of liability is exhausted, we will tender control of the defense of any “claim” to the Insured. The Insured agrees to accept such tender as a condition of this Policy.

We have no duty to defend any “claim” not covered by this Policy.

D. Settlement Provision

We may investigate and solicit settlement offers for any “claim”. No offer to settle a “claim” will be accepted without your written consent.

If we recommend that you accept the judgment of the trial court, appellate court, or any negotiated settlement or settlement offer and you are not willing to accept such judgment or settlement, our liability for such “claim” shall not exceed the amount we would have paid for “damages” and “claim expenses” incurred up to the time we made the recommendation, providing such amount does not exceed the remainder of the applicable limit of liability. We shall thereafter be relieved of any additional liability under this Policy, including the duty to defend.

If you are unwilling to appeal a judgment of a trial court, we have the right to appeal such judgment and we will bear all “claim expenses” subsequently incurred which result directly from the appeal. An increase in the judgment amount in such instance shall be borne by us and shall not be applied against the Limit of Liability — Aggregate.

E. Territory

The insurance provided by this Policy applies to “wrongful acts” which result in “damages” anywhere in the world, provided that a “claim” is brought against the Insured within the United States of America, its territories or possessions or Canada.

F. Supplemental Payments

These supplemental payments will be paid in addition to the applicable limit of liability. The deductible amount applicable to each “claim”, including “claim expenses”, shall not apply to expenses described below.

1. We will pay for loss of earnings for the Insured’s attendance, at our written request, at a trial, hearing, arbitration or mediation proceeding involving a covered “claim” against such Insured. The maximum amount we will pay for any one or series of trials, hearings, mediation or arbitration proceedings arising out of the same “claim” shall not exceed \$500 per individual Insured for each day, or pro rata earnings thereof for part of a day, subject to a total of \$10,000 for all Insured’s.
2. We will pay up to \$2,500 per “policy period” for each Insured the reasonable attorney fees, costs, and expenses incurred in responding to an investigation of an Insured by a state licensing board, professional regulatory body, or a governmental agency with authority to regulate “professional services”, resulting from the insured’s performance of “professional services”. The maximum we will pay for all insured’s regardless of the number of investigations is \$10,000 per “policy period”. However,
 - a. we have the right to appoint legal counsel;
 - b. the “professional services” leading to the investigation must take place on or after the “retroactive date”;
 - c. the Insured must be first notified of the investigation during the “policy period” and must provide us with written notice not later than 30 days after the Insured has been notified of the investigation. If the Insured fails to give us such written notice, we are not required to pay under this provision; and
 - d. we are not required to pay under this provision for any subsequent appeals.
3. We will pay all interest on the entire amount of any judgment which accrues after the entry of judgment and before we have paid, tendered, or deposited in the Court that part of the judgment that does not exceed the policy limit.
4. We will pay “pre-judgment interest” awarded against the Insured on that part of the judgment, award, verdict or settlement we pay. If we make a settlement offer to pay the available limit of liability, we will not pay the interest that accumulates after the date of the offer.

5. In the event that the Insured receives a subpoena for documents or testimony relating to the performance of “professional services”, the Insured will provide us a copy of the subpoena if legal advice in response to the subpoena is requested. If requested, we may retain legal counsel to advise the Insured regarding document production or to represent the Insured in giving sworn testimony. Expenses incurred in providing advice as to production or documents, review of testimony and representation on the date of deposition will be at our cost and not applicable to your deductible. A notice to us of such a subpoena shall be deemed to be notification of a potential “claim” under **SECTION VII. CONDITIONS, B. Reporting Possible Claims.**
6. Until the date a “claim” is made against the Insured, we may investigate, at our sole discretion, a possible “claim” reported to us by the Insured in accordance with **SECTION VII. CONDITIONS, B. Reporting Possible Claims.** We will pay for all expenses we incur as a result of our investigation. The Insured must not make any payment, admit any liability, investigate or settle any possible “claim” or assume any obligation without prior consent from us. We will not reimburse the Insured for any expenses or payments incurred without our prior approval.
7. We will pay “extra expense” you sustain due to:

- a. direct physical loss or damage (including subsequent related loss or damage) to your agency premises during the “policy period”; or
- b. direct physical loss or damage to your customers’ property, insured through your facilities, if such loss or damage is caused by a “catastrophe” during the “policy period”.

The most “extra expense” we will pay, arising out of any one loss or damage (including subsequent related loss or damage) to your property or one “catastrophe”, is the lesser of:

- (1) actual “extra expense” during the “extra expense period”, less the deductible described in this section; or
 - (2) \$5,000 in excess of the deductible described in this section.
- c. The amount of “extra expense” that we pay will be reduced by:
 - (1) a deductible of \$500 paid by you before any payment is made by us; and
 - (2) the salvage value that remains of any property bought for temporary use during the “extra expense period”.
 - d. No “extra expense” will be paid after you are able to return to normal operations. If you do not resume operations as quickly as possible, the most “extra expense” we will pay will be based on the length of time it would have taken to resume operations as quickly as possible.
 - e. The most “extra expense” we will pay during the “policy period” is \$15,000.

You must notify us in writing immediately after initially incurring “extra expense”, but no later than 60 days after direct physical loss or damage to your agency premises or a “catastrophe”. The insurance provided by this endorsement will apply on an excess basis over any other “extra expense” that is covered by any other insurance.

SECTION II. EXCLUSIONS

This Policy does not apply to any “claim”:

- A. arising out of any dishonest, fraudulent, criminal, or malicious act, error, or omission or acts of a knowingly wrongful nature committed by or at the direction of any Insured. We will provide the Insured with a defense of such “claim” unless or until the dishonest, fraudulent, criminal, malicious or knowingly “wrongful act” has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Criminal proceedings are not covered under this Policy under any circumstance.

- B. made or brought by an Insured against any other Insured except “claims” arising out of “Personal Lines Insurance”.
- C. arising out of any actual or alleged:
 1. interviewing, hiring or refusal to hire;
 2. employment;
 3. termination of employment; or
 4. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, of an applicant or a present or former employee of an Insured.
- D. arising out of “professional services” performed for any entity which is not named as an Insured if, at the time the “professional services” are performed, any Insured is an officer, director, partner, or member or manager (of a Limited Liability Company), or employee of such entity or controls, manages or operates such entity, or any Insured’s, separately or in combination, own more than 20% of the entity.
- E. made by any entity that wholly or partially controls, manages, or operates any Insured, or owns more than 20% of any Insured, separately or in combination, at the time “professional services” are performed.
- F. arising out of services an Insured performs as a named fiduciary or trustee or otherwise related to having discretionary authority or control over funds, assets, or plan administration subject to the Employee Retirement Income Security Act of 1974 and its amendments, any regulation or order pursuant to that Act, or any similar law.
- G. for “bodily injury”; or damage to, destruction of or loss of use of tangible property, unless the damage occurs to clients’ records in the Insured’s care, custody and control in the course of performing “professional services”.
- H. arising out of “securities” transactions. However, this exclusion does not apply to transactions involving life insurance policies, annuities or “mutual funds”.
- I. arising from:
 1. any Insured’s activities as an officer, director, partner, trustee or employee of a pension, welfare, profit sharing, mutual or investment fund, company, trust or any related financial concerns;
 2. actual or alleged violation of the Securities Act of 1933, as amended, the Securities Act of 1934, as amended, Investment Company Act of 1940, as amended, Investment Advisors Act of 1940, as amended, or any state Blue Sky or “securities” law or similar state or federal statute and any order or regulation issued pursuant to any of the foregoing statutes; or
 3. any express or implied warranty or guarantee relative to the performance and/or tax status of any “mutual fund”, annuity or investment plan.
- J. arising out of the notarized certification or acknowledgement of a signature by an Insured without the physical appearance at the time of this notarization of the person who is or alleges to be the person signing.

SECTION III. WHO IS AN INSURED

- A. The “Named Insured” is an Insured.
- B. Each of the following is also an Insured:
 1. Any past or present officer, director, partner, stockholder, member or manager or employees for “professional services” performed within the scope of his or her duties on your behalf.

2. Any past or present “independent contractor” and their employees but only for “claims” arising out of “professional services” performed on your behalf, through your facilities, and with your express consent.
3. Any organization you create, acquire, or merge with after the effective date of this Policy, if you have majority financial interest in such organization. The coverage provided by this provision applies only:
 - a. if there is no other valid and collectible insurance;
 - b. to “claims” arising out of “wrongful acts” first taking place on or after the effective date of formation of the new organization, acquisition, or merger; and
 - c. you notify us either by the end of the “policy period” or 90 days after the effective date of formation of the new organization, acquisition, or merger, whichever comes first.
4. the legal spouse of an Insured defined in **A.**, **B. 1.** and **B. 2.** above, but only for liability arising out of their spousal relationship. The reference to “Insured” in **SECTION II. EXCLUSIONS, D.** does not include such legal spouse.
5. The heirs, executors, administrators and legal representatives of an Insured as defined in **A.**, **B. 1.** and **B. 2.** above, in the event of an Insured’s death, incapacity or bankruptcy, but only for liability arising out of “professional services” performed by or on your behalf prior to such Insured’s death, incapacity or bankruptcy.

SECTION IV. DEFINITIONS

- A.** “Advertising injury” means injury arising out of one or more of the following offenses:
 1. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services;
 2. Oral or written publication of material that violates a person’s right of privacy;
 3. Misappropriation of advertising ideas; or
 4. Infringement of copyright, title or slogan.
- B.** “Application” means:
 1. any application, renewal application, or supplemental application published by us for your use in applying for this Policy, in our possession with an Insured’s legal, dated signature and any other written information furnished to us by you in applying for this Policy; or
 2. any other application or copy of an application, used by you to apply for this coverage, in our possession with an Insured’s legal dated signature and any other written information furnished to us by you in applying for this Policy; and
 3. if this Policy is a renewal or replacement of any previous policy or policies issued by us, all applications provided to us by you for the purpose of applying for those policies.
- C.** “Bodily injury” means any injury to a person’s body, including death as a result of injuries, sickness, or disease or emotional distress, except emotional distress arising out of “personal injury”.
- D.** “Catastrophe” means an event, including any related events at separate times, causing physical damage to multiple properties and declared as a “catastrophe” by any insurance carrier that insures any of your customer’s property.
- E.** “Claim” means a demand received by the Insured for money, “damages”, or “professional services” alleging a “wrongful act” arising out of the performance of “professional services”.

F. "Claim expenses" means:

1. fees, costs and expenses charged by any attorney consented to or designated by us to defend the Insured against a "claim";
2. all other fees, costs and expenses resulting from the investigation, discovery, adjustment, defense, settlement or appeal of a "claim" as authorized by us;
3. premiums for bonds required as a result of a covered "claim", including bonds to release attachments, but only for bond amounts not exceeding the applicable limit of liability. However, we have no obligation to apply for or furnish any such bonds; and
4. all costs taxed against the Insured in any suit defended by us.

However, "claim expenses" do not include the salaries of any of our employees.

G. "Damages" means any amount which an Insured is legally obligated to pay for any covered "claim", including judgments, awards, or settlements entered into with our prior knowledge and consent. But "damages" does not include:

1. sanctions, fines or penalties that are imposed or ordered by an administrative or governmental agency, local board and/or state licensing authority;
2. non-monetary judgments or settlements;
3. money payable by an Insured to others for premiums, commissions, fees, or taxes; or
4. "damages" for which insurance is prohibited under the applicable state law;

H. "Extra expense" means all necessary operating expenses you incur to provide "professional services" that exceed the normal operating expenses that you would have incurred in providing "professional services" in absence of direct physical loss or damage to your agency premises or a "catastrophe".

I. "Extra expense period" means the 30 day period immediately following the direct physical loss or damage to your premises or the "catastrophe".

J. "Independent contractor" means any individual licensed to conduct "professional services".

K. "Formal mediation" means the non-binding process by which a qualified mediator, mutually selected by the parties involved in the "claim" with our agreement, meets and intercedes with the parties in order to reach a resolution. In order to be considered "formal mediation" under this Policy, the process must be of a kind set forth under the mediation rules of the American Arbitration Association. At our sole option, we may recognize any mediation process presented for approval. Litigation and arbitration are not considered to be a part of the "formal mediation" process.

L. "Mutual funds" means investment companies, corporations or trusts that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940.

M. "Named Insured" means the entity or individual named in the Declarations.

N. "Personal injury" means injury, other than "bodily injury", arising out of one or more 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, committed by or on behalf of its owner, landlord, or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
5. Oral or written publication of material that violates a person's right of privacy.

- O. "Personal Lines Insurance" means any policy intended to insure an individual's or family's personal exposures to loss, including but not limited to a Homeowners Policy, Dwelling Fire Policy, Personal Floater, Personal Automobile Policy, Recreational Vehicle Policy, Motorcycle or Snowmobile Policy, Personal Watercraft Policy, Antique/Classic Automobile Policy, Personal Umbrella Policy, or Individual Life Insurance Policy, however, "Personal Lines Insurance" does not include:
 - 1. variable life insurance, variable annuities, or "mutual funds";
 - 2. any services or insurance associated with services an Insured performs as a fiduciary or trustee under the Employee Retirement Income Security Act of 1974 and its amendments, any regulation or order pursuant to that Act, or any similar law; or
 - 3. any insurance offered by an Insured as an employer (or employer on a contract basis) of any other Insured, regardless of how premium is paid for such insurance.
- P. "Policy period" means the period of time specified in the Declarations.
- Q. "Pre-judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
- R. "Professional services" means services performed for others in the Insured's capacity as an insurance agent, insurance broker, insurance general agent, insurance managing general agent, surplus lines insurance broker, insurance consultant, insurance based risk management consultant or advisor, employee insurance benefits counselor, estate insurance planner, insurance claims administrator, insurance appraiser, insurance expert witness, insurance premium financier, notary public, instructor of insurance subjects, board member of a nonprofit insurance professional association or the sale of "mutual funds" that are registered with the Securities and Exchange Commission.
- S. "Retroactive date" is the date, if any, specified as such in the Declarations and other dates that are specified as such by endorsements to this Policy.
- T. "Securities" has the same definition as set forth in Section 2(1) of the Securities Act of 1933, as amended, however for the purposes of this definition as used within this Policy, "securities" does not include "mutual funds".
- U. "Wrongful act" means any actual or alleged negligent act, error or omission, "personal injury", or "advertising injury".

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability

- 1. The applicable limit of liability shown in the Declarations is the maximum we will pay regardless of the number of:
 - a. Insureds,
 - b. Individuals or organizations that make a "claim", or
 - c. "Claims" made.
- 2. Limit of Liability – Each Claim

The Limit of Liability – Each Claim shall apply in excess of the deductible shown in the Declarations. Our liability for each covered "claim" first made during the "policy period" or, if applicable, during an Extended Claims Reporting Period will not exceed the amount stated in the Declarations for Limit of Liability – Each Claim. This limit is the maximum amount of "damages" we will pay for each covered "claim".

Two or more covered "claims" arising out of a single "wrongful act" or arising out of any series of

related “wrongful acts” will be considered a single “claim”. The single “claim” will be subject to the Limit of Liability – Each Claim in effect at the time such “claim” was first made against the Insured. Only one deductible will apply to such single “claim”. If the first of such “claims” is made prior to the effective date of this Policy, no coverage shall apply to any subsequent “claims” made during this “policy period” which are based upon the same or related “wrongful acts”.

3. Limit of Liability – Policy Aggregate

Subject to the Limit of Liability – Each Claim provision above, our liability for all “claims” shall not exceed the amount stated in the Declarations as Limit of Liability – Policy Aggregate. This limit is the maximum amount of “damages” that we will pay for all “claims” made or deemed made during the “policy period” and, if applicable, during an Extended Claims Reporting Period.

B. Deductible

The Each Claim deductible stated in the Declarations applies to each “claim” and will be paid by you to us within 30 days of written demand and will be billed when incurred by us. The deductible shall first be applied all “claim expenses” and then any remainder will be applied to “damages”.

In the event that a “claim” covered by this Policy is fully and finally resolved through the process of voluntary “formal mediation”, the Each Claim deductible will be reduced by 50 percent.

The total of the Insured’s liability for all deductible payments during the “policy period” will not exceed the Deductible – Policy Aggregate stated in the Declarations.

If the Extended Claims Reporting Period Endorsement is purchased, the Deductible – Policy Aggregate will not apply to “claims” first made against an Insured during the extended reporting period this endorsement provides.

If you have been covered for Insurance Professionals Errors and Omissions Liability coverage with us for three or more consecutive years and if the Extended Claims Reporting Period Endorsement is purchased, the Each Claim deductible stated in the Declarations will be reduced by \$10,000 (but will not be less than \$0) for any “claim” first made against you subsequent to one year after the effective date of the Extended Claims Reporting Period Endorsement. Nothing in this paragraph alters any provision of this Policy relating to requirements of reporting “claims” to us.

SECTION VI. OPTION TO EXTEND CLAIMS REPORTING PERIOD

If this Policy is canceled or non-renewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to the Policy, when issued, extends the period of time during which the Insured may report “claims” to us.

1. The Extended Claims Reporting Period Endorsement applies to “claims”:
 - a. arising out of “wrongful acts” which first take place on or after the “retroactive date” and prior to the end of the “policy period”; and
 - b. which are first made against the Insured and reported in writing to us during the extended claims reporting period.

This Extended Claims Reporting Period does not otherwise change policy provisions.

2. The following conditions must be met before this option may be exercised:
 - a. this Policy was canceled or non-renewed for reasons other than failure to comply with policy provisions, failure to cooperate with us or making material misrepresentation of facts in the “application”;
 - b. your license or right to practice is not revoked, suspended, nor surrendered at the request of any regulatory authority or other governmental agency; and

- c. we receive written notice of your intent to purchase the option and the total additional premium due for the Extended Claims Reporting Period Endorsement no later than 60 days after the end of the “policy period”. The extended claims reporting period will not go into effect unless all premium and deductible amounts previously due and payable to us have been paid in full.

If any of the three conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

3. The term of this report period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for the Extended Claims Reporting Period Endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current “policy period”.

The entire premium for the Extended Claims Reporting Period Endorsement will be deemed fully earned when paid.

SECTION VII. CONDITIONS

A. Insured’s Duties in the Event of Claim

In the event of a “claim”, the Insured must do the following:

1. When a “claim” is made, the Insured must give prompt written notice to us, but in no event later than 60 days after the end of the “policy period” or, if applicable, during an Extended Claims Reporting Period. Such written notice shall include every demand, notice, summons, or any other applicable information received by the Insured or the Insured’s representative;
2. The Insured must not make any payment, admit any liability, settle any “claim” or assume any obligation without prior consent from us;
3. If the Insured has the right to either accept or reject the arbitration of any “claim”, the Insured will exercise such right only with our written consent;
4. The Insured must cooperate with, and provide all relevant information to, us with respect to any “claim”. We may require that the Insured submit to examination or questioning, or attend hearings, depositions and trials. In the course of investigation or defense, we may require written statements or the Insured’s attendance at meetings with us. The Insured must assist us in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses, all without charge to us; and
5. The Insured must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that may be available to the Insured.

B. Reporting Possible Claims

If during the “policy period” or any applicable Extended Claims Reporting Period, the Insured first becomes aware of a possible “claim” arising from a specific “wrongful act” in performing “professional services” for which coverage may be provided, such potential “claim” must be reported to us. The notice of the potential “claim” must be reported to us as soon as practicable during the “policy period” but no later than 60 days after the end of the “policy period” or, if applicable, during any Extended Claims Reporting Period. The notice of the potential “claim” must include the following:

1. the potential claimant’s name and address;
2. a description of the “professional services” provided or that are alleged should have been provided;
3. an explanation as to why the Insured believes the “claim” may be made and the date that the Insured first became aware of such possible “claim”; and
4. an explanation of the type of “claim” that is anticipated.

Any “claim” that may subsequently be made against the Insured arising out of that “wrongful act” will be deemed for the purposes of this insurance to have been made on the date we first received such notice.

C. Innocent Insured Protection

If coverage under this Policy would not apply because of **SECTION II. EXCLUSIONS, A.**, we will cover any Insured who did not commit, participate in, acquiesce in or fail to take appropriate action after having personal knowledge of such dishonest, fraudulent, criminal or malicious act, error or omission, or act of a knowingly wrongful nature committed by or at the direction of any Insured.

D. Subrogation

If the Insured has rights to recover all or part of any payment for “damages” or “claim expenses” which we made under this Policy, those rights are transferred to us to the extent that we have made payment on the Insured’s behalf. The Insured must do whatever is necessary to secure such rights and do nothing to impair them. Any amount recovered shall first be applied to reduce our loss or, if applicable, as directed by law.

E. Other Insurance

This insurance will be excess over any other insurance which also provides coverage for any “claim”, including any deductible provisions. However:

1. any insurance specifically arranged by you to apply in excess of this insurance will not be deemed “other insurance”; and
2. if we, or any of our affiliated companies, provide two or more Insurance Professionals Errors and Omissions Liability Insurance Policies, including any Extended Reporting Period Endorsement provided by such policies, that apply to a “claim” for which the Insured is legally liable, the maximum amount that will be paid under all policies will not exceed the highest applicable limit of liability available to the Insured under any one policy.

F. Premium

The “Named Insured” shall pay us the premium stated in the Declarations. The premium may be adjusted at any time during the “policy period” if there are changes in your operations, or changes in the provisions of the Policy.

G. Liberalization Clause

If during this “policy period”, we implement revised non-optional terms for our Insurance Professionals Errors and Omissions Liability Insurance Policy form which broaden coverage for no additional premium, the revised terms will apply to this Policy. The new terms will be effective on the date that the appropriate regulatory authority grants approval of the revised terms. The revised terms will apply only to “claims” first made or potential “claims” the Insured became aware of on or after the date regulatory approval is granted.

H. Policy Changes

The terms and conditions of this Policy cannot be waived or amended except by specific written endorsement issued by us and made a part of this Policy.

I. Assignment of the Insured’s Interest

The Insured’s interests under this Policy may not be assigned to any other person or organization without our written consent.

J. Cancellation

You may cancel this Policy by returning the Policy to us or by mailing written notice to us stating when thereafter such cancellation shall be effective. Earned premium will be computed on a pro rata basis.

This Policy may be canceled by us by sending written notice to you, at the address last known to us. We will provide written notice at least 30 days before cancellation is to be effective. However, you will be entitled to only 10 days' notice if we cancel because the premium has not been paid when due. Earned premium will be computed on a pro rata basis.

The mailing of any notice of cancellation will be sufficient proof of notice. Upon cancellation of this Policy, the end of this "policy period" will be changed to the effective date of cancellation. Unearned premium will be returned by us as soon as practicable, but return of unearned premium is not a condition of cancellation.

K. Bankruptcy

Bankruptcy or insolvency of any Insured or any Insured's estate shall not relieve us of our obligation under this Policy.

L. Application

The statements in the "application" are representations of the Insured and are deemed material to the underwriting and acceptance of coverage by us. This Policy is issued in reliance on the accuracy of such representations.

By acceptance of this Policy you agree that all of the information and statements provided to us by you are true, accurate and complete. This Policy has been issued in reliance upon the truth and accuracy of those representations.

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by us would have led to refusal by us to make this contract or provide coverage for a "claim" hereunder will be deemed material.

M. Action Against Us

No Insured or anyone else may bring any legal action against us concerning this Policy until:

1. there has been full compliance with all terms and conditions of this Policy;
2. the amount of "damages" has been determined by:
 - a. final judgment against the Insured after trial, if the time to appeal such judgment has expired without an appeal being taken, or if an appeal is taken, after the appeal has been determined; or
 - b. the settlement of the "claim" according to the terms and conditions of this Policy.

N. Waiver of Terms

In the event we do not insist on strict compliance with any of the terms, provisions or conditions of coverage under this Policy, or if we do not exercise our rights or privileges thereto, our actions shall neither operate or be construed as a waiver of our right to enforce any term, provision or condition of coverage.

O. Formation of New Organizations, Acquisitions, Mergers, or Other Material Changes

If you form a new organization, make an acquisition of or merge with another insurance organization, or make any other material change in your operations, you shall notify us by either the end of the "policy period" or 90 days after the effective date of such changes, whichever comes first.

Premium for additional exposures will be calculated in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary as duly authorized representatives of the Company.

Dale Pilkington, President

Craig Comeaux, Secretary

Colony Insurance Company
Colony Specialty Insurance Company
Colony National Insurance Company

8720 Stony Point Parkway, Suite 300
Richmond, VA 23235



ARGO PRO

Member Argo Group

1. Name of Applicant Firm (include all Named Insured legal entities and their relationships in the Notes Section):

Address: _____

Contact Person: _____ **E-mail Address:** _____

Phone: _____ **Fax:** _____ **Date Established:** _____

Named insured is: Corporation Partnership LLC Individual Other _____

2a. How many total office locations does your agency have? _____ Please provide the address of each office in the Notes Section.

b. Are all commonly managed using a common set of procedures?..... Yes No

3a. Does your agency belong to an agency cluster? Yes No

b. Have there been any mergers or acquisitions with other agencies in the last three years? Yes No
If "Yes," please complete Merger or Acquisition Supplement or provide full details on a separate sheet.

4a. Does any organization own or control your agency or does your agency own or control any entity? Yes No

b. Have there been any changes in your agency's ownership in the last 3 years? Yes No
If either are answered "Yes", please describe in the Notes Section.

5a. Please indicate your agency's annual premium volume and insurance commissions:

	Year	P & C Premiums	L, A & H Premiums	P&C Commissions	L, A & H Commissions
Current		\$	\$	\$	\$
Last Year		\$	\$	\$	\$

Please explain any changes in premium volume exceeding 20% in the Notes Section.

b. What percent is written outside your state? _____ %

6. Please indicate percent of total premium volume of your agency: (Total should equal 100%)

Line	%	Line	%
Standard Personal Lines:		Sub-Standard Personal Lines:	
Individual L, A, & H*:		Group L, A, & H*:	
Aviation:**		Commercial Ocean Marine:	
Trucking:		Bonds:	
Professional Liability and D&O:		Workers Compensation:	
All Other Commercial P&C:		Reinsurance:	
Auto (except long haul trucking)		Long Haul or Intermediate Trucking	
Medical Malpractice		Crop	
Other (Specify)			

**If more than 20%, please complete the L, A & H Supplement or provide full details on a separate sheet.*

***If any Aviation premium, please complete Aviation Supplement or provide full details on a separate sheet.*

7. Please list your agency's largest carriers representing 90% or more of your agency's premium volume:

Insurance Carriers	% of Total Premium	Binding Authority?	Major Lines Placed	Years Represented
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

18a. Active Owners & Staff	# Licensed	# Unlicensed	# Hired in last 3 years	# Left agency in last 2 years
	FT/PT	FT/PT	FT/PT	FT/PT
Owners/Principals				
Employees				
Individual Independents <i>(no FICA withheld.)</i>	Exclusive	Non-exclusive		

b. Is coverage desired for all Independent Contractors? Yes No *(If "Yes", please provide names(s) and percentage of Premium Volume in Notes Section)*

19. Check which Professional Designations are held: CIC CPCU CLU CISR Other _____
 Check which organization memberships are held: IBA West IIA PIA Other _____

20. Does your agency have written procedures to be used by all staff? Yes No
 Are internal procedure audits conducted periodically? Yes No

21. Does your agency have the following written procedures in place to assure consistency?

File Documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Phone Documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mail Handling	<input type="checkbox"/> Yes <input type="checkbox"/> No
Quoting Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Carrier Declined Coverages	<input type="checkbox"/> Yes <input type="checkbox"/> No	Binding Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Changing Coverage Carrier	<input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Refuses Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Certificates/Loss Payees	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cancellation of Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Reporting Claims	<input type="checkbox"/> Yes <input type="checkbox"/> No	Back-up for Absentees	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "No" to any of the above, please indicate reason(s) in the Notes Section.

22. Is your agency automated?..... Yes No

23. Does your agency have a website?..... Yes No

If "Yes", what is your Web Site Address?: _____

24a. Please list your agency's E & O insurance carriers for the past 3 years: *(If "None", please state "None.")*

Insurance Carrier	Limits / Aggregate	Deductible / Aggregate	Premium	Policy Period	Prior Acts or Retro Date; if none, please state	First Dollar Defense Coverage

b. Has your agency been continuously insured for the past 5 years? Yes No *(If "No", explain in the Notes Section)*

25a. How many E&O claims have been made against your agency, its past or present owners, partners, officers, employees or solicitors within the past 5 years *(whether paid, reserved or closed without payment)*?
 0 1 2 3 or more *Please complete the Claims or Incidents Supplement or provide full details on a separate sheet.*

b. Of these claims, how many resulted in payment or reserve greater than \$2,500 for defense or indemnity before application of deductible?
 0 1 2 3 or more *Please complete the Claims or Incidents Supplement or provide full details on a separate sheet.*

26. After inquiry, does your agency, predecessor in business or any other person for whom coverage is requested have knowledge of any actual or alleged act, error, or omission or circumstance that may result in a claim being made? Yes No *Please explain "Yes" responses in the Notes Section.*

27. Has your agency or any party associated/affiliated with your agency or identified in Question 4(a) been subject to any disciplinary action by a governmental regulatory agency or law enforcement agency (other than a misdemeanor) in the past 5 years? * Yes No ** Please explain "Yes" responses in the Notes Section.*

28. Has any policy or application for errors and omission insurance for your agency, its owners, officers, partners, employees or solicitors been declined, canceled, rescinded, non-renewed or otherwise refused? * Yes No *(not applicable in Missouri) Please explain "Yes" responses in the Notes Section.*

29. What additional coverage options would you like quoted?
Limits: \$ _____ Deductible: \$ _____
- 30a. Does your agency require Mutual Funds Coverage?..... Yes No
- b. Provide your total annual commissions from mutual funds? \$ _____
- c. Are all Mutual Funds sold SEC registered?..... Yes No *If "No" please explain in the Notes Section.*
31. Does your agency require Real Estate E & O Coverage?..... Yes No *If "Yes", please complete the Real Estate Supplement or provide full details on a separate sheet.*

Please use the Notes Section for additional explanations and to request other coverage needs.

Notes Section

(Further notes can be supplied on agency letterhead, signed and dated, and attached to the application.)

WARNING

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME. IN SOME JURISDICTIONS, INSURANCE FRAUD MAY ALSO BE SUBJECT TO CRIMINAL AND/OR (NY: SUBSTANTIAL) CIVIL PENALTIES. IN SOME JURISDICTIONS, INSURANCE BENEFITS MAY ALSO BE DENIED.

APPLICABLE IN ARKANSAS, LOUISIANA, NEW MEXICO & WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA & WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

APPLICABLE IN PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

BY SIGNING THIS APPLICATION I HEREBY AUTHORIZE THE INSURANCE COMPANY TO USE THE INFORMATION CONTAINED IN THIS APPLICATION AND IN THEIR FILES FOR THE PURPOSE OF UNDERWRITING THIS INSURANCE. THE UNDERSIGNED IS AUTHORIZED BY AND ACTING ON BEHALF OF THE FIRM AND REPRESENTS THAT ALL STATEMENTS ARE TRUE, COMPLETE AND ACCURATE AND THAT THERE HAS BEEN NO SUPPRESSION OR MISSTATEMENT OF FACT AND AGREES THAT THIS APPLICATION SHALL BE THE BASIS OF COVERAGE. THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

THE APPLICANT AND FIRM ACCEPT NOTICE THAT THEY ARE REQUIRED TO PROVIDE WRITTEN NOTIFICATION TO THE COMPANY OF ANY CHANGES TO THIS APPLICATION THAT MAY HAPPEN BETWEEN THE SIGNATURE DATE BELOW AND ANY PROPOSED EFFECTIVE DATE.

THE APPLICATION MUST BE SIGNED BY AN OWNER, PARTNER, PRINCIPAL OR SHAREHOLDER.

Signed _____ Date _____

(please print name)

Title _____

Licensed Insurance Agent _____

SIGNING THIS FORM OR TENDERING PREMIUM WITH THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE. Application must be signed and dated to be considered for quotation. A

properly completed, original signed and date application will allow prompt issuance of coverage should quotation be offered and accepted.

WARNING:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AND APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES.

******Individual Licensed Agent's Name who produced this business (Required in Iowa):***



OMISSIONS RENEWAL QUESTIONNAIRE
E POLICY. PLEASE READ THE POLICY CAREFULLY.

Named Insured: _____

Address: _____ City: _____ State: _____ Zip: _____

Policy #: LP _____ Phone: _____ Fax: _____

Email Address: _____

1) During the past year, have there been any changes in: (For "YES" responses, please describe in the Notes Section.)

- a) Errors and omissions claims made against the Applicant, its past or present owners, partners, officers, employees or solicitors, whether or not they were reported to Colony? Yes No
- b) Incidents that the Applicant, predecessor in business and any other person for whom coverage is requested are aware of which may result in a claim being made? Yes No
- c) Mergers, acquisitions, involvement in cluster arrangements, changes in agency ownership, additions or deletions of locations, or formation/administration of a new entity? Yes No
- d) Changes in agency agreements with brokers, MGAs, carriers or other risk -assuming entities? Yes No
- e) Applicant or any party associated or affiliated with the Applicant that has been cens ured, fined, had any license suspended or revoked, or been otherwise disciplined by any insurance regulatory authority? Yes No
- f) Insurance carriers or other risk-assuming entities used by the Applicant that were declared insolvent, put into receivership, bankruptcy or rehabilitation? Yes No
- g) Staff who participated in E&O loss control coursework: What percentage?
 None 5-10% 11-25% >25% In-House Risk Management (Please describe in the Notes Section.)

2) During the past year, have there been any changes in: (For "YES" responses, please describe in the Notes Section.)

- a) Type of business being placed or areas of specialization? Yes No
- b) Brokered business, including business accepted from other agents or brokers? Yes No
- c) High hazard premium volume (*Aviation, Bonds, Ocean Marine, Professional Liability, Trucking*)? Yes No
- d) Amount of business placed with non-admitted carriers or self/group-insured entities? Yes No
- e) Services as: an underwriter, MGA, reinsurance intermediary, or with alternative risk placements? Yes No
- f) Carriers used including new and cancelled appointments? Yes No
- g) Independent Contractors or other Additional Insureds? Yes No

3) During the most recent annual period, what was the applicants total annual:

- a) P&C written premium? \$ _____ P&C commission \$ _____
- b) L, A & H written premium? \$ _____ P&C commission \$ _____
- c) What growth is anticipated next year in: P&C _____% L,A & H _____%
- d) Premium placed via customer service units: \$ _____
- e) Revenue, other than commission, for professional services: \$ _____ (Please describe in Notes Section)

4) **Agency Total staff size** (including principals, exclusive I.C.'s, and all employees) Full time _____ Part time _____

a) How many employees were hired in the past year? _____

5) **Would the applicant like to be considered for any of the following?:**

a) Coverage for the sale of SEC registered mutual funds? (Annual commission \$ _____) Yes No

b) Coverage for PEO sales? Yes No

c) Alternate Limit of Liability and / or deductible options? (List options in the Notes Section) Yes No

NOTICE TO APPLICANT — PLEASE READ THE FOLLOWING CAREFULLY

WARNING

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. IN MAINE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.

APPLICABLE IN ARKANSAS, LOUISIANA, NEW MEXICO & WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA & WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

APPLICABLE IN PENNSYLVANIA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNATURE AND AGREEMENTS

BY SIGNING THIS APPLICATION I HEREBY AUTHORIZE THE INSURANCE COMPANY TO USE THE INFORMATION CONTAINED IN THIS APPLICATION AND IN THEIR FILES FOR THE PURPOSE OF UNDERWRITING THIS INSURANCE. THE UNDERSIGNED IS AUTHORIZED BY AND ACTING ON BEHALF OF THE FIRM AND REPRESENTS THAT ALL STATEMENTS ARE TRUE, COMPLETE AND ACCURATE AND THAT THERE HAS BEEN NO SUPPRESSION OR MISSTATEMENT OF FACT AND AGREES THAT THIS APPLICATION SHALL BE THE BASIS OF COVERAGE. THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

The undersigned also authorizes the Company to provide information, including claim and premium details, on any policy issued pursuant to this questionnaire, to a past or present franchising organization named as an Insured on the policy.

The Applicant accepts notice that they are required to provide written notification to the Company of any changes to this questionnaire that may happen between the signature date below and any proposed effective date.

Signature _____ *Title* _____ *Date* _____

Licensed Insurance Agent _____ *Date* _____

This questionnaire must be signed by an active Owner, Partner, Principal, or Executive Officer.

SIGNING THIS FORM OR SENDING PREMIUM WITH THIS QUESTIONNAIRE DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE.

*****Individual Licensed Agent's Name who produced this business (Required in Iowa):**

NOTES SECTION

(Further notes can be supplied on agency letterhead, signed and dated, and attached to the application.)



INSURANCE PROFESSIONALS ERRORS AND OMISSIONS INSURANCE CLAIM / CIRCUMSTANCE INFORMATION SHEET

This information sheet is to be completed for each claim or potential claim/circumstance which may give rise to a professional liability claim. COMPLETE ONE INFORMATION SHEET FOR EACH SUCH CLAIM OR CIRCUMSTANCE.

Name Of Applicant Firm: _____

1. Claim or Incident A claim means a demand made for money or professional services. An incident is knowledge of an actual or alleged act, error, omission or circumstance which may result in a claim being made.

2. Name of claimant: _____

3. The claimant is a(n): Insured Insurance Company Third Party Other: _____

4. Date error reported to E&O carrier: _____

5. Cause of Loss: inadequate coverage inadequate limits failure to place coverage misstatement of coverage coverage gap due to cancel for nonpay insolvency of carrier Other: _____

6. Specific line of coverage involved: _____ Insurer involved: _____

7. Status: Open Closed

If closed, please provide the amount paid including deductible: Indemnity \$ _____ Defense \$ _____
If open, please provide the loss reserve amount: \$ _____

8. Description of events leading to claim/circumstance:

9. What action has been taken by your agency to prevent this type of claim from occurring in the future?

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THE APPLICANT AND FIRM ACCEPT NOTICE THAT THEY ARE REQUIRED TO PROVIDE WRITTEN NOTIFICATION TO THE COMPANY OF ANY CHANGES TO THIS SUPPLEMENT THAT MAY HAPPEN BETWEEN THE SIGNATURE DATE BELOW AND ANY PROPOSED EFFECTIVE DATE.

Print Name _____ Date _____

Signed _____ Title _____

Licensed Insurance Agent _____ Date _____



**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS INSURANCE
INFORMATION SHEET – CLUSTER ARRANGEMENT**

Name Of Applicant Firm: _____

1. Name of Cluster: _____ Date Cluster established: _____

2. Cluster entity is a(n): Corporation Partnership Association Trade Name

3. Applicant's percentage of ownership in Cluster: _____ %

4. Describe the services and/or market capabilities the Cluster provides to Applicant:

Is the Cluster licensed as an agency? Yes No Is the Cluster used for Marketing? Yes No
 Does the Cluster have any employees? Yes No Is the Cluster used for Premium Accounting? Yes No
 Are Cluster employees licensed agents? Yes No Does the Cluster own physical assets? Yes No

Other (please describe): _____

5. List all carriers that have a contract or agreement held in the Cluster's name.

Carrier (Give Complete Name)	Applicant's Premium Volume	Binding Authority	Predominant Coverages Placed	Years Represented
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		

6. Number of Cluster members: _____

7. Do any Cluster members share offices? Yes No

8. Have any errors and omissions claims been made against the Cluster entity? Yes No

If "YES," please complete Information Sheet – Claims or Incidents for each claim or circumstance.

9. Please attach copy of Marketing Materials, Marketing Plan and/or Vision Statement.

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INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION WILL BE PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

THE APPLICANT AND FIRM ACCCEPT NOTICE THAT THEY ARE REQUIRED TO PROVIDE WRITTEN NOTIFICATION TO THE COMPANY OF ANY CHANGES TO THIS SUPPLEMENT THAT MAY HAPPEN BETWEEN THE SIGNATURE DATE BELOW AND ANY PROPOSED EFFECTIVE DATE.

Print Name _____ *Date* _____
Signed _____ *Title* _____
Licensed Insurance Agent _____ *Date* _____



**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS INSURANCE
INFORMATION SHEET – MERGERS OR ACQUISITIONS**

Name of Applicant Firm: _____

1. Name of merged or acquired entity: _____

Address: _____

2. Effective date of merger or acquisition: _____

3. Is the merged or acquired entity operating under **your** agency's name? Yes No

If "No", please provide the name it uses: _____

4. Is there a written purchase, merger or buy/sell agreement between your agency and the merged or acquired entity? Yes No

If "Yes", please attach copy of contract, draft contract or letter of intent.

5. a. If the merged or acquired agency purchased E&O insurance, provide the insurer name, limits of liability and effective date: _____

b. Was an Extended Reporting Period purchased? Yes No If yes, for what period? _____ Years

6. Please list all insurance carriers, NOT previously included on your agency's prior Insight Insurance Professionals Errors and Omissions Application, with which the merged or acquired entity places coverage.

Carrier (provide complete name)	Applicant's Premium Volume	Predominant Coverages Placed

7. Total annual premium volume of the merged or acquired entity (for the last 12 months): \$ _____

8. Has the merged or acquired entity or any party associated or affiliated with the merged or acquired entity been subject to any disciplinary action by a regulatory authority of the state or federal government within the past five years?..... Yes No

If "Yes", please explain on a separate sheet.

9a. Have any errors or omissions claims been made against the merged or acquired entity, its past or present owners, partners, officers, employees or solicitors within the past five years? Yes No

b. After inquiry, does the merged or acquired entity, its predecessors in business or any other person for whom coverage is requested have knowledge of any actual or alleged act, error, or omission or incident which may result in a claim being made? Yes No

If "Yes" to 9a or b , please complete an Information Sheet – Claims or Incidents

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APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

I understand this supplement is attached to and is made part of the Insurance Professionals Errors and Omissions application and is subject to the same representations and conditions.

Signature of Applicant _____ **Date** _____
(MUST BE SIGNED BY AN ACTIVE OWNER, PARTNER, OR EXECUTIVE OFFICER)

Title of signing applicant: _____

Licensed Insurance Agent _____ **Date** _____



**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS INSURANCE
INFORMATION SHEET – PROFESSIONAL EMPLOYER ORGANIZATIONS**

Name Of Applicant Firm: _____

1. a. Name of PEO: _____
 b. PEO's website: _____

2. Please answer the following about this PEO:
- a. Does the PEO belong to the National Association of PEO's? Yes No
- b. Is the PEO affiliated with any insurance company? Yes No
 Name of Insurance Company: _____
- c. Do you have a written marketing agreement with the PEO? Yes No
- d. Does the PEO hold you harmless for their wrongful acts? Yes No
- e. Does the PEO provide or approve all marketing materials? Yes No
- f. Does the PEO provide you with technical staff support during the sales process? Yes No
- g. Does the PEO provide you with technical training on their services and products? Yes No

3. Please indicate which services and products are offered by this PEO:
- Employee co-employment/leasing
- Human resources activities
- Employment Practices Liability Insurance
- Workers compensation coverage: Fully Insured Self Insured Other _____
- Group Medical Dental: Fully Insured Self Insured Other _____
- Employee Savings/Investment/Retirement Plans administered by:
 The PEO TPA under contract with the PEO Other _____

4. Please indicate which services you provide for a fee or commission under your agreement with the PEO:
- Generating leads or referral of clients to the PEO
- Sales, gathering information and applications for employee leasing/co-employer services and human resources services
- Assessing client needs relative to services and products offered by the PEO
- Selling insurance products offered by the PEO in conjunction with other employer services
- Sales of savings/investment products requiring securities licensing
- Billing: initial deposits All customer billing of PEO services and products
- Other _____

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POLICY AND WILL BECOME A PART OF ANY POLICY ISSUED BY THE COMPANY. THE ABOVE PROVISIONS DO NOT APPLY UNLESS THE APPLICATION IS PHYSICALLY ATTACHED TO THE POLICY.

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Signature of Applicant _____ **Date** _____
(MUST BE SIGNED BY AN ACTIVE OWNER, PARTNER, OR EXECUTIVE OFFICER)

Title of signing applicant: _____

Licensed Insurance Agent _____ **Date** _____



**INSURANCE PROFESSIONALS ERRORS AND OMISSIONS INSURANCE
INFORMATION SHEET – REAL ESTATE OPERATIONS**

1. Name of Applicant Firm: *(include all firm names, trading names or DBA's under which you operate as a Realtor)* _____

2. Month/Year firm established under current ownership: _____

3. Please list the estimated, annual gross Real Estate commission receipts earned from the following sources:

Property Type	Real Estate Sales	Property Management	Property Development
Residential:			
Commercial:			
Agricultural:			
Income from your agency owned property*:			
Other*: (please describe)			

4. Please provide the percentage of the agency's sales which used the following documents:

Source of Document	Real Estate Contracts	Disclosure Forms
Standard Realty Board Forms:	___%	___%
Forms Designed by Applicant:	___%	___%
Other (please describe):	___%	___%

5. Please indicate the number of staff in the following categories for real estate activities:

	Full Time	Part Time
Owners, Officers or Partners:		
Licensed Real Estate Agents (include non-employees):		
Real Estate Appraisers:		
Other Professional Staff:		
Other Employees (including clerical):		
TOTAL STAFF		

6. Please complete the following for each principal, partner, director and officer participating in real estate activities:

Name and Title	Year First Licensed as Real Estate	List all Real Estate Related:		Years with Applicant
		Professional Associations	Professional Designations	
	Agent:			
	Broker:			
	Agent:			
	Broker:			
	Agent:			
	Broker:			

7. Has your agency or any person proposed for this coverage ever been subject to disciplinary action by any federal, state or local regulatory body, real estate association or state licensing board as a result of any real estate related activities?..... YES NO

If "Yes," please explain: _____

8. Has any policy or application for real estate errors and omissions insurance been refused or canceled within the past five years? (NOT APPLICABLE TO MISSOURI APPLICANTS)..... YES NO

If "Yes," please explain: _____

9a. Have any errors or omissions claims arising out of real estate operations been made against your agency, its past or present owners, partners, officers, employees or sales force within the past five years?..... YES NO

b. After inquiry, does your agency, predecessor in business or any other person for whom coverage is requested, have any knowledge of any actual or alleged act, error, omission or circumstance regarding real estate operations which may result in a claim being made?..... YES. NO

If "Yes" to 9a or b, please complete Information Sheet – Claims or Incidents

10. Please list real estate E&O coverage for the past five years for your agency. (If "None", please state "NONE".)

Insurance Company	Limits	Deductible	Premium	Policy Period
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	

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I understand this supplement is attached to and is made part of the Insurance Professionals Errors and Omissions application and is subject to the same representations and conditions.

Signature of Applicant _____ **Date** _____
(MUST BE SIGNED BY AN ACTIVE OWNER, PARTNER, OR EXECUTIVE OFFICER)

Title of signing applicant: Owner Executive Officer Partner Member of LLC Other _____

Licensed Insurance Agent _____ **Date** _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST DOLLAR DEFENSE AND MEDIATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION V. LIMITS OF LIABILITY AND DEDUCTIBLE, B. Deductible is deleted in its entirety and replaced with the following:

The Each Claim Deductible stated in the Declarations applies to each "claim" and will be paid by you to us within 30 days of written demand and will be billed when incurred by us. The deductible will be applied to the payment of "damages" only.

In the event that a "claim" covered by this Policy is fully and finally resolved through the process of voluntary "formal mediation", the Each Claim deductible will be reduced by 50 percent.

The total of the Insured's liability for all deductible payments during the "policy period" will not exceed the Deductible – Policy Aggregate stated in the Declarations.

If the Extended Claims Reporting Period Endorsement is purchased, the Deductible – Policy Aggregate will not apply to "claims" first made against an Insured during the extended reporting period this endorsement provides.

If you have been covered for Insurance Professionals Errors and Omissions Liability coverage with us for three or more consecutive years and if the Extended Claims Reporting Period Endorsement is purchased, the Each Claim deductible stated in the Declarations will be reduced by \$10,000 (but will not be less than \$0) for any "claim" first made against you subsequent to one year after the effective date of the Extended Claims Reporting Period Endorsement. Nothing in this paragraph alters any provision of this Policy relating to requirements of reporting "claims" to us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____	AP
		= _____	RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY

The person or organization shown below is included as an Insured under this Policy but only with respect to "professional services" performed by the Named Insured, for or on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMPLETE THE FOLLOWING INFORMATION IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Named Insured		Policy Number	
Endorsement Number	Policy Expiration Date	Effective Date of Endorsement	
Additional or Return	Premium \$ _____ x _____	Short Rate _____ Pro Rate _____	AP RP
Typing Date	State	Agent Number	Agent Name

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CANCELLATION PROVISION

This endorsement modifies insurance provided under the following:

ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY
ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY
INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

SECTION VII. CONDITIONS, J. Cancellation is deleted in its entirety and replaced with the following:

J. Cancellation and Nonrenewal

1. Cancellation Conditions

- a. If this policy is canceled, the Company will send the “named insured” any premium refund due.
- b. The Company will refund the pro rata unearned premium if the policy is:
 - (1) canceled by the Company;
 - (2) canceled but rewritten with the Company or in the Company group;
 - (3) canceled because the “named insured” no longer has an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) canceled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is canceled at the request of the “named insured” other than a cancellation described in **b. (1)**, or **(4)** above, the Company will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by the Company to an amount less than the minimum premium for this policy.
- d. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- e. If the “named insured” cancels this policy, the Company will retain no less than \$100 of the premium.

2. Cancellation of Policies in Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, the Company may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by or with the knowledge of the “named insured” in obtaining the policy, continuing the policy or in presenting a “claim” under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where the Company's by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. If the Company cancels for nonpayment of premium, the Company will mail or deliver written notice of cancellation, stating the reason for cancellation, to the "named insured" and any lien-holder or loss payee named in the Policy at least 10 days before the effective date of cancellation.

If the Company cancels for any other reason, the Company will mail or deliver notice of cancellation to the "named insured" and any lien-holder or loss payee named in the Policy at least 20 days prior to the effective date of cancellation.

3. Nonrenewal

a. If the Company decides not to renew this Policy, the Company will mail or deliver written notice of non-renewal to the "named insured" at least 60 days before:

(1) Its expiration date; or

(2) Its anniversary date, if it is a Policy written for a term of more than one year and with no fixed expiration date.

However, the Company is not required to send this notice if non-renewal is due to the "named insured's" failure to pay any premium required for renewal.

b. The Company will mail notice to the "named insured's" mailing address last known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent first. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Colony Management Services, Inc
8720 Stony Point Parkway
Suite 300
Richmond, VA 23235
Telephone: 1-800-577-6614

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Arkansas Insurance Department at:

ARKANSAS INSURANCE DEPARTMENT
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Telephone: (501) 371-2640
Toll Free: 1-800-852-5494

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Insurance Department, please have your policy number available.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE PROFESSIONS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY

- A. **SECTION VI. OPTION TO EXTEND CLAIMS REPORTING PERIOD** is amended and the following is added:

Automatic Sixty-Day Extended Claims Reporting Period

This policy provides an automatic extended claims reporting period for 60 days following the end of the "policy period".

The extended claims reporting period applies to "claims":

1. arising out of "wrongful acts" which first take place on or after the "retroactive date" and prior to the end of the "policy period"; and
2. which are first made against the Insured and reported to us in writing during the 60 day extended reporting period as stated above.

This extended claims reporting period does not extend the "policy period", increase the limit of liability of this policy or otherwise change policy provisions.

- B. **SECTION VI. OPTION TO EXTEND CLAIMS REPORTING PERIOD** is deleted in its entirety and replaced with the following:

If this Policy is canceled or nonrenewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to the Policy, when issued, extends the period of time during which the Insured may report "claims" to us.

1. The Extended Claims Reporting Period Endorsement applies to "claims":
 - a. arising out of "wrongful acts" which first take place on or after the "retroactive date" and prior to the end of the "policy period"; and
 - b. which are first made against the Insured and reported to us in writing during this extended claims reporting period.

This Extended Claims Reporting Period does not otherwise change policy provisions.

2. The following conditions must be met before this option may be exercised:
 - a. this policy was canceled or non-renewed for reasons other than fraud made by or with the knowledge of the "Named Insured" in obtaining the policy, continuing the policy or in presenting a "claim" under the policy; and
 - b. we must receive written notice of your intent to purchase the Extended Claims Reporting Period Endorsement no later than 60 days after the end of the "policy period". The optional Extended Claims Reporting Period will not go into effect unless you pay the additional premium promptly when due.

If any of the two conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

3. The term of this reporting period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for the Extended Claims Reporting Period Endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current "policy period".

The entire premium for the Extended Claims Reporting Period Endorsement will be fully earned when paid.

4. The limit for the Extended Claims Reporting Period will be 50% of the annual limit at policy inception or the remaining limit of liability at the expiration or cancellation of the policy, whichever is greater.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SERFF Tracking Number: *ARGN-125862037* *State:* *Arkansas*
Filing Company: *Colony Specialty Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CSIC-PL-IA-AR-F-2008*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions*
Product Name: *Insurance Agent's Professional Liability*
Project Name/Number: *Cypress/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125862037

State: Arkansas

Filing Company: Colony Specialty Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: CSIC-PL-IA-AR-F-2008

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: Insurance Agent's Professional Liability

Project Name/Number: Cypress/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

01/05/2009

Comments:

Attachment:

NAIC Trnsmtl CSIC IA forms EBC AR.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #			
Argo Group	0457			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Colony Specialty Insurance Company	Ohio	36927	34-1266871	

5. Company Tracking Number	CSIC-PL-IA-AR-F-2008
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	ELLEN CANESTRANO 8720 Stony Point Parkway Richmond, VA 23235	Regulatory Compliance Specialist II	804-560-4547	804-327-3173	ecanestrano@colonyins.com
7.	Signature of authorized filer		<i>Ellen Canestrano</i>		
8.	Please print name of authorized filer		Ellen Canestrano		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.1 Other Liability – Claims Made Only
10. Sub-Type of Insurance (Sub-TOI)	17.1019
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Architects & Engineers E&O
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: ON APPROVAL Renewal: ON APPROVAL
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	12/23/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CSIC-PL-IA-AR-F-2008
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21.	<p>Filing Description The Architects & Engineers Professional Liability Insurance Program is a new product offering for Argonaut Insurance Company. The program will provide architects and engineers professional liability on a claims-made basis.</p> <p>This program is designed to provide coverage for a variety of risks from sole proprietors to larger firms. The policy form is intended to focus on specific coverages needed by the typical architect and engineer meeting the risk criteria profile. We have highlighted below the following features of the coverage provided:</p> <ul style="list-style-type: none"> • A broad definition of covered professional services • Joint venture coverage • Contractual liability coverage • Innocent insured protection in the event of fraud <p>We also offer to our insureds the following optional coverages:</p> <ul style="list-style-type: none"> • Options for Defense Outside Limit coverage • First Dollar Defense deductibles that apply to loss only, not claim expenses • An excess limit of liability for a specific project • Extended claims reporting period <p>The independent rates included in this filing were determined by examining the rates of other competitors in the market and using underwriting judgment. Base rates are proposed for each state with modifiers for risk factors, limits and deductible options, claims and loss control techniques. The rates permit the underwriter to review each application on its' individual characteristics and establish an equitable premium. The company will carefully monitor this program to capture statistics and adjust rates accordingly.</p> <p>We believe the proposed program addresses concerns for rate adequacy while remaining competitive in the marketplace. Furthermore, we do not consider the proposed rate plan to be excessive or unfairly discriminatory.</p>
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22.	<p>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]</p> <p>Check #: via SERFF EFT Amount: \$50</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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*****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 #	CSIC-PL-AE-IA-F-2008			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	CSIC-PL-IA-AR-R-2008			
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	FIRST DOLLAR DEFENSE ENDORSEMENT	INIA100-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	PROFESSIONAL SERVICES ENDORSEMENT	INIA101-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	REAL ESTATE ENDORSEMENT	INIA102-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	SPECIFIED INDEPENDENT CONTRACTOR ENDORSEMENT	INIA103-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	WHO IS AN INSURED ENDORSEMENT	INIA104-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	PROFESSIONAL EMPLOYER ORGANIZATIONS ENDORSEMENT	INIA105-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	ADDITIONAL NAMED INSURED ENDORSEMENT	INIA106-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	CONTRACT OF SALE ENDORSEMENT	INIA107-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	EXTENDED CLAIMS REPORTING PERIOD ENDORSEMENT	INIA108-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	INSOLVENCY EXCLUSION ENDORSEMENT	INIA109-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	SPECIFIC ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	INIA110-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	SELF INSURED ENTITIES INSOLVENCY EXCLUSION ENDORSEMENT	INIA111-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	SPECIFIC ENTITY EXCLUSION ENDORSEMENT	INIA112-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	SPECIFIC SERVICES EXCLUSION ENDORSEMENT	INIA113-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	CHANGE ENDORSEMENT	INIA114-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	INSURANCE PROFESSIONALS ERRORS	INIADEC1-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement		

	AND OMISSIONS LIABILITY INSURANCE POLICY DECLARATIONS		<input type="checkbox"/> Withdrawn		
17	INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY DECLARATIONS	INIADEC2-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	INSURANCE PROFESSIONALS ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY	INIA0001-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	CSIC Policy Jacket	PJCG-0408	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Insurance Professionals Application	INIA AP-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	INSURANE PROFESSIONALS RENEWAL APPLICATION	INIA RAP-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	CLAIM CIRCUMSTANCE INFORMATION	INIA SAP1-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	CLUSTER ARRANGEMENT INFORMATION SHEET	INIA SAP2-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	MERGERS OR AQUISITIONS INFO SHEET	INIA SAP3-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	PROFESSIONAL EMPLOYER ORGANIZATION INFO SHEET	INIA SAP4-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	REAL ESTATE OPERATIONS INFO SHEET	INIA SAP5-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	FIRST DOLLAR DEFENSE & MEDIATION ENDORSEMENT	INIA116-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	LIMITED INSURED ENDORSEMENT	INIA117-1008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	AR CANCELLATION & NONRENEWAL PROVISIONS	INAR-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS	INAR B-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	ARKANSAS AMENDATORY ENDORSEMENT	INIAAR-0708	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CSIC-PL-IA-AR-F-2008
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	n/a – forms only – not rates
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4a.	Rate Change by Company (As Proposed)						
Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
7.	Effective Date of last rate revision	
8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	