

SERFF Tracking Number: MNLM-125198012 State: Arkansas
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: APL-010108-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Accountants Professional Liability
Project Name/Number: APL 28000 (03-07)/03-07 Original

Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: Accountants Professional Liability SERFF Tr Num: MNLM-125198012 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: APL-010108-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Beth Richards Disposition Date: 05/22/2008
Date Submitted: 03/04/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

General Information

Project Name: APL 28000 (03-07)

Project Number: 03-07 Original

Reference Organization:

Reference Title:

Filing Status Changed: 05/22/2008

State Status Changed: 05/22/2008

Corresponding Filing Tracking Number:

Filing Description:

Monitor Liability Managers, Inc. is submitting the captioned filing in accordance with its attached agreement with Carolina Casualty Insurance Company (CCIC).

Status of Filing in Domicile: Pending

Domicile Status Comments: Filed on 1/25/08; approved on 2/20/08.

Reference Number:

Advisory Org. Circular:

Deemer Date:

The enclosed filing represents a new program submission for Accountants Professional Liability Coverage.

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This program provides coverage for claims related to wrongful acts which are first made against the Insured during the policy period, and that the Insured is legally obligated to pay. The wrongful acts for which coverage is provided include claims arising from any actual or alleged act, breach of duty, error, or omission, or personal injury arising out of Professional Services including: invasion of privacy, libel, slander, mental anguish and humiliation.

Company and Contact

Filing Contact Information

Beth Richards, Senior Compliance Analyst brichards@monitorliability.com
 2850 W. Golf Road (847) 806-6590 [Phone]
 Rolling Meadows, IL 60008 (847) 806-6592[FAX]

Filing Company Information

Carolina Casualty Insurance Company CoCode: 10510 State of Domicile: Iowa
 c/o Monitor Liability Managers Group Code: 98 Company Type:
 2850 West Golf Road
 Rolling Meadows, IL 60008 Group Name: W. R. Berkley Group State ID Number:
 (847) 806-6590 ext. 570[Phone] FEIN Number: 59-0733942

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Forms filing = \$50.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Carolina Casualty Insurance Company	\$50.00	03/04/2008	18317236

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/22/2008	05/22/2008

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Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: Accountants Professional Liability

Project Name/Number: APL 28000 (03-07)/03-07 Original

Disposition

Disposition Date: 05/22/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	Forms Schedule	Approved	Yes
Form	Accountants Professional Liability Insurance Policy	Approved	Yes
Form	Declarations for Accountants Professional Liability Insurance	Approved	Yes
Form	Incorporated Agreement	Approved	Yes
Form	Addition to Section I. Insuring Agreement	Approved	Yes
Form	Addition to Section I. Nonprofit Directorship Coverage for Claims Expense	Approved	Yes
Form	Addition to Section I. Employment Practices Coverage for Claims Expense	Approved	Yes
Form	Addition to Section II. Extended Reporting Periods	Approved	Yes
Form	Addition to Section II. Purchase of ERP	Approved	Yes
Form	Addition to Section II. Purchase of ERP with Modified Limit of Liability	Approved	Yes
Form	Modification to Section II. A. Broad ERP	Approved	Yes
Form	Modification to Section II. A. Unilateral ERP	Approved	Yes
Form	Modification to Section II. A. Restricted ERP	Approved	Yes
Form	Modification to Section II. B. Automatic ERP	Approved	Yes
Form	Addition to Section II. Purchase of Retirement ERP	Approved	Yes
Form	Addition to Section II. Purchase of Retirement ERP with Modified Limit of Liability	Approved	Yes

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Form	Addition to Section II. Death or Disability ERP	Approved	Yes
Form	Addition to Section II. Death or Disability ERP with Modified Limit of Liability	Approved	Yes
Form	Addition to Section III. Definitions	Approved	Yes
Form	Modification to Section III. C. Limited Punitive Damages Coverage	Approved	Yes
Form	Addition to Section III. F. Addition of Insured	Approved	Yes
Form	Addition to Section III. F. Deletion of Insured	Approved	Yes
Form	Addition to Section III. F. Addition of Insured with Past Acts Exclusion	Approved	Yes
Form	Addition to Section III. F. Addition of Insured with Other Entity Coverage	Approved	Yes
Form	Modification to Section III. F. Deletion of Non-Affiliated Person or Entity	Approved	Yes
Form	Addition to Section III. K. Addition of Predecessor Firm with Past Acts Exclusion	Approved	Yes
Form	Addition to Section III. K. Deletion of Predecessor Firm	Approved	Yes
Form	Addition to Section III. Life Insurance Agent Endorsement	Approved	Yes
Form	Addition to Section III. Real Estate Agent Endorsement	Approved	Yes
Form	Addition to Section III. Employee Benefit Plan Fiduciary Endorsement	Approved	Yes
Form	Addition to Section III. Eldercare Services Bodily Injury Endorsement	Approved	Yes
Form	Addition to Section IV. Exclusions	Approved	Yes
Form	Addition to Section IV. Specific Exclusion	Approved	Yes
Form	Addition to Section IV. Specific Question Exclusion	Approved	Yes
Form	Modification to Section IV. B. Modified Other Entity Exclusion	Approved	Yes

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Form	Modification to Section IV. B. Exceptions to Other Entity Exclusion	Approved	Yes
Form	Modification to Section IV. G. For Pollution / Nuclear Exclusion	Approved	Yes
Form	Modification to Section IV. G. Pollution / Nuclear Exclusion	Approved	Yes
Form	Addition to Section IV. Fee Dispute Exclusion	Approved	Yes
Form	Addition to Section IV. Area of Practice Exclusion	Approved	Yes
Form	Addition to Section IV. Individual Services Exclusion	Approved	Yes
Form	Addition to Section IV. Specific Client Exclusion	Approved	Yes
Form	Addition to Section IV. Publicly Traded Company Exclusion	Approved	Yes
Form	Addition to Section IV. Personal Profit Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Specific Exposure	Approved	Yes
Form	Addition to Section IV. Known Wrongful Act Exclusion Specific Exposure	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Known Wrongful Act Exclusion	Approved	Yes
Form	Addition to Section IV. Total SEC Exclusion	Approved	Yes
Form	Addition to Section IV. Total Securities Exclusion	Approved	Yes
Form	Addition to Section IV. Sarbanes-Oxley Exclusion	Approved	Yes
Form	Addition to Section IV. Securities Services Non Public Client Audit Exclusion	Approved	Yes
Form	Addition to Section IV. Retirement Plan	Approved	Yes

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Form	Exclusion		
Form	Addition to Section V. Limits of Liability and Deductible	Approved	Yes
Form	Addition to Section V. Addition of Co-Insurance	Approved	Yes
Form	Addition to Section V. Non-Stacking of Limits	Approved	Yes
Form	Addition to Section V. Waiver of Deductible if No Liability Obtained	Approved	Yes
Form	Addition to Section V. A. Sub-Limit Specific Endorsement	Approved	Yes
Form	Addition to Section V. A. Sub-Limit Specific Exposure	Approved	Yes
Form	Addition to Section V. A. Shared Limit	Approved	Yes
Form	Addition to Section V. A. Area of Practice Sub-Limit	Approved	Yes
Form	Addition to Section V. A. Specific Client Sub-Limit	Approved	Yes
Form	Modification to Section V. Unlimited Claims Expense in Addition to the Limits of Liability	Approved	Yes
Form	Modification to Section V. Limited Claims Expense in Addition to the Limits of Liability	Approved	Yes
Form	Modification to Section V. Claims Expense Limit of Liability in Addition to the Limits of Liability	Approved	Yes
Form	Modification to Section V. C. and D. Damages Only Deductible with Aggregate Deductible	Approved	Yes
Form	Modification to Section V. C. and D. Damages Only Deductible	Approved	Yes
Form	Addition to Section V. C. Shared Claims Expense	Approved	Yes
Form	Modification to Section V. Wrap Around Claims Expense and Damages Only	Approved	Yes

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Deductible

Form	Addition to Section V. D. Maintenance Deductible	Approved	Yes
Form	Addition to Section V. D. Addition of Aggregate Deductible	Approved	Yes
Form	Addition to Section V. D. Area of Practice Deductible	Approved	Yes
Form	Addition to Section V. D. Fee Dispute Deductible	Approved	Yes
Form	Addition to Section V. D. Specific Insured Deductible	Approved	Yes
Form	Addition to Section V. D. Specific Client Deductible	Approved	Yes
Form	Addition to Section V. E. Modified Reduced Deductible	Approved	Yes
Form	Addition to Section V. F. Supplemental Coverages	Approved	Yes
Form	Addition to Section V. G. Supplemental Coverages	Approved	Yes
Form	Addition to Section V. H. Supplemental Coverages	Approved	Yes
Form	Addition to Section V. I. Supplemental Coverages	Approved	Yes
Form	Addition to Section VI. Defense, Cooperation and Settlements	Approved	Yes
Form	Addition to Section VI. Choice of Legal Counsel	Approved	Yes
Form	Addition to Section VI. Choice of Specific Legal Counsel	Approved	Yes
Form	Modification to Section VI. Deletion of Settlement Clause	Approved	Yes
Form	Addition to Section VII. Notice of Claim and Multiple Claims	Approved	Yes
Form	Addition to Section VII. Premium Earned if Notice Received	Approved	Yes
Form	Addition to Section VIII. General Conditions	Approved	Yes

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Form	Addition to Section VIII. Premium Earned at Inception Endorsement	Approved	Yes
Form	Addition to Section VIII. Premium Refund Endorsement	Approved	Yes
Form	Addition to Section VIII. Acceptance of Application(s)	Approved	Yes
Form	Modification to Section VIII. A. Termination of Policy and Non-Renewal	Approved	Yes
Form	Modification to Section VIII. A. Termination of Policy, Cancellation and Non-Renewal	Approved	Yes
Form	Modification to Section VIII. D. Changes in Exposure	Approved	Yes
Form	Modification to Section VIII. D. Changes in Exposure Endorsement	Approved	Yes
Form	Addition to Section VIII. Automatic Renewal of Policy	Approved	Yes
Form	Addition to Section VIII. Guaranteed Renewal of Policy	Approved	Yes
Form	Addition to Section VIII. Limited Guaranteed Renewal of Policy	Approved	Yes
Form	Two Year Policy Period Endorsement Aggregate Limit of Liability Applies on a Policy Period Basis	Approved	Yes
Form	Two Year Policy Period Endorsement Separate Limit of Liability and Deductible for each Policy Period	Approved	Yes
Form	Modification to Item 1. of the Declarations Name and Address of Named Insured	Approved	Yes
Form	Modification to Item 2. of the Declarations Policy Period	Approved	Yes
Form	Modification to Item 2. of the Declarations Extend Policy Period	Approved	Yes
Form	Modification to Item 2. of the Declarations Change Policy Period	Approved	Yes
Form	Modification to Item 3. of the Declarations Limits of Liability for the Policy Period	Approved	Yes

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Form	Modification to Item 3. of the Declarations Approved Change in Limits of Liability for the Policy Period	Approved	Yes
Form	Modification to Item 4. of the Declarations Approved Applicable Deductible	Approved	Yes
Form	Modification to Item 4. of the Declarations Approved Change in Applicable Deductible	Approved	Yes
Form	Modification to Item 5. of the Declarations Approved Premium	Approved	Yes
Form	Modification to Item 5. of the Declarations Approved Premium Adjustment due to Cancellation by Insured	Approved	Yes
Form	Modification to Item 5. of the Declarations Approved Premium Adjustment	Approved	Yes
Form	Modification to Item 6. of the Declarations Approved Extended Reporting Period	Approved	Yes
Form	Deletion of Endorsement	Approved	Yes
Form	Accountants Professional Liability InsuranceAccountPro Proposal Form	Approved	Yes
Form	Incorporated Proposal Form	Approved	Yes
Form	Accountants Professional Liability InsuranceAccountOne Proposal Form	Approved	Yes
Form	Accountants Professional Liability InsuranceAccountPro Renewal Proposal Form	Approved	Yes
Form	Renewal Incorporated Proposal Form	Approved	Yes
Form	Accountants Professional Liability InsuranceAccountOne Renewal Proposal Form	Approved	Yes
Form	Claim Supplemental Form	Approved	Yes
Form	Additional Entity / Individual License Proposal Form	Approved	Yes
Form	Outside Interests / Activities Supplemental Form	Approved	Yes
Form	Multiple / Shared Office Supplemental Form	Approved	Yes

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Form	AccountPro Supplemental Form for Non Public Client Audit Services	Approved	Yes
Form	Public Client Audit Services Supplemental Form	Approved	Yes
Form	Nonprofit Directorship Proposal Form	Approved	Yes
Form	Trust Fiduciary Services Supplemental Form	Approved	Yes
Form	Non-Trust Fiduciary Services Supplemental Form	Approved	Yes
Form	Employment Practices Proposal Form	Approved	Yes
Form	Business / Personal Management Supplemental Form	Approved	Yes
Form	Securities Services Supplemental Form	Approved	Yes
Form	Incorporated Agreement with Enhanced Severability	Approved	Yes
Form	Addition to Section I. Blanket NonProfit Directorship Coverage for Claims Expense	Approved	Yes
Form	Modification to Section III. A. Modified Definition of Claim	Approved	Yes
Form	Addition to Section III. Registered Representative Endorsement	Approved	Yes
Form	Modification to Section IV. Modified Sale of Securities Exclusion	Approved	Yes
Form	Addition to Section IV. Interested Party Exclusion	Approved	Yes
Form	Addition to Section IV. Based Upon Exclusion	Approved	Yes
Form	Addition to Section IV. Brought by Exclusion	Approved	Yes
Form	Addition to Section IV. Based Upon Professional Services Exclusion	Approved	Yes
Form	AccountOne Renewal Proposal Form for Accountants Professional Liability Insurance	Approved	Yes
Form	Merger and Acquisition Activity Proposal	Approved	Yes

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Form

Form	AccountOne Supplemental Form for Non Public Client Audit Services	Approved	Yes
Form	Employee Benefit Plan Proposal Form	Approved	Yes
Form	Employee Benefit Plan Renewal Proposal Form	Approved	Yes
Form	Registered Representative Proposal Form	Approved	Yes
Form	Registered Representative Renewal Proposal Form	Approved	Yes
Form	Assurance Services Supplemental Form	Approved	Yes
Form	Information Technology Services Supplemental Form	Approved	Yes
Form	AccountOne Proposal Form for Accountants Professional Liability Insurance	Approved	Yes
Form	Arkansas Accountants Professional Liability Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Accountants Professional Liability Insurance Policy	APL 28000	03-07	Policy/Coverage Form		0.00	APL-28000-0307.pdf
Approved	Declarations for Accountants Professional Liability Insurance	APL 28001	03-07	Declaration News/Schedule		0.00	APL-28001-0307.pdf
Approved	Incorporated Agreement	APL 281000	03-07	Endorsement/Amendment/Conditions		0.00	APL 281000 03-07.pdf
Approved	Addition to Section I. Insuring Agreement	APL 281010	03-07	Endorsement/Amendment/Conditions		0.00	APL 281010 03-07.pdf
Approved	Addition to Section I. Nonprofit Directorship Coverage for Claims Expense	APL 281052	03-07	Endorsement/Amendment/Conditions		0.00	APL 281052 03-07.pdf
Approved	Addition to Section I. Employment Practices Coverage for Claims Expense	APL 281082	03-07	Endorsement/Amendment/Conditions		0.00	APL 281082 03-07.pdf
Approved	Addition to Section II. Extended	APL 282010	03-07	Endorsement/Amendment/Conditions		0.00	APL 282010 03-07.pdf

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	Reporting Periods			ons		
Approved	Addition to Section II. Purchase of ERP	APL 282021	03-07	Endorsement/Amendment/Conditions	0.00	APL 282021 03-07.pdf
Approved	Addition to Section II. Purchase of ERP with Modified Limit of Liability	APL 282022	03-07	Endorsement/Amendment/Conditions	0.00	APL 282022 03-07.pdf
Approved	Modification to Section II. A. Broad ERP	APL 282024	03-07	Endorsement/Amendment/Conditions	0.00	APL 282024 03-07.pdf
Approved	Modification to Section II. A. Unilateral ERP	APL 282026	03-07	Endorsement/Amendment/Conditions	0.00	APL 282026 03-07.pdf
Approved	Modification to Section II. A. Restricted ERP	APL 282027	03-07	Endorsement/Amendment/Conditions	0.00	APL 282027 03-07.pdf
Approved	Modification to Section II. B. Automatic ERP	APL 282031	03-07	Endorsement/Amendment/Conditions	0.00	APL 282031 03-07.pdf
Approved	Addition to Section II. Purchase of Retirement ERP	APL 282051	03-07	Endorsement/Amendment/Conditions	0.00	APL 282051 03-07.pdf
Approved	Addition to Section II. Purchase of Retirement ERP with Modified Limit of Liability	APL 282052	03-07	Endorsement/Amendment/Conditions	0.00	APL 282052 03-07.pdf

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Approved	Addition to Section II. Death or Disability ERP	APL 282061	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 282061 03-07.pdf
Approved	Addition to Section II. Death or Disability ERP with Modified Limit of Liability	APL 282062	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 282062 03-07.pdf
Approved	Addition to Section III. Definitions	APL 283010	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 283010 03-07.pdf
Approved	Modification to Section III. C. Limited Punitive Damages Coverage	APL 283042	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 283042 03-07.pdf
Approved	Addition to Section III. F. Addition of Insured	APL 283071	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 283071 03-07.pdf
Approved	Addition to Section III. F. Deletion of Insured	APL 283072	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 283072 03-07.pdf
Approved	Addition to Section III. F. Addition of Insured with Past Acts Exclusion	APL 283074	rev. 09-07	Endorsement/Amendment/Conditions	New	0.00	APL 283074 rev. 09-07.pdf
Approved	Addition to Section III. F. Addition of Insured with Other Entity Coverage	APL 283078	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 283078 03-07.pdf

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Approved	Modification to Section III. F. Deletion of Non-Affiliated Person or Entity	APL 283079	03-07	Endorsement/Amendment/Conditions	0.00	APL 283079 03-07.pdf
Approved	Addition to Section III. K. Addition of Predecessor Firm with Past Acts Exclusion	APL 283124	rev. 09-07	Endorsement/Amendment/Conditions	0.00	APL 283124 rev. 09-07.pdf
Approved	Addition to Section III. K. Deletion of Predecessor Firm	APL 283125	03-07	Endorsement/Amendment/Conditions	0.00	APL 283125 03-07.pdf
Approved	Addition to Section III. Life Insurance Agent Endorsement	APL 283130	rev. 11-07	Endorsement/Amendment/Conditions	0.00	APL 283130 rev. 11-07.pdf
Approved	Addition to Section III. Real Estate Agent Endorsement	APL 283131	03-07	Endorsement/Amendment/Conditions	0.00	APL 283131 03-07.pdf
Approved	Addition to Section III. Employee Benefit Plan Fiduciary Endorsement	APL 283132	03-07	Endorsement/Amendment/Conditions	0.00	APL 283132 03-07.pdf
Approved	Addition to Section III. Eldercare Services Bodily Injury Endorsement	APL 283210	03-07	Endorsement/Amendment/Conditions	0.00	APL 283210 03-07.pdf
Approved	Addition to Section IV. Exclusions	APL 284010	03-07	Endorsement/Amendment/Conditions	0.00	APL 284010 03-07.pdf

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Approval	Description	APL Number	Effective Date	Endorsement/Amendment/Condition	Amount	File Name
Approved	Addition to Section IV. Specific Exclusion	APL 284015	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284015 03-07.pdf
Approved	Addition to Section IV. Specific Question Exclusion	APL 284016	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284016 03-07.pdf
Approved	Modification to Section IV. B. Modified Other Entity Exclusion	APL 284032	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284032 03-07.pdf
Approved	Modification to Section IV. B. Exceptions to Other Entity Exclusion	APL 284033	rev. 09-07	Endorsement/New Amendment/Conditions	0.00	APL 284033 rev. 09-07.pdf
Approved	Modification to Section IV. G. For Pollution / Nuclear Exclusion	APL 284081	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284081 03-07.pdf
Approved	Modification to Section IV. G. Pollution / Nuclear Exclusion	APL 284082	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284082 03-07.pdf
Approved	Addition to Section IV. Fee Dispute Exclusion	APL 284211	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284211 03-07.pdf
Approved	Addition to Section IV. Area of Practice Exclusion	APL 284212	03-07	Endorsement/New Amendment/Conditions	0.00	APL 284212 03-07.pdf
Approved	Addition to	APL	03-07	Endorsement/New	0.00	APL 284214

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

	Section IV. Individual Services Exclusion	284214		nt/Amendment/Conditions		03-07.pdf
Approved	Addition to Section IV. Specific Client Exclusion	APL 284215	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284215 03-07.pdf
Approved	Addition to Section IV. Publicly Traded Company Exclusion	APL 284216	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284216 03-07.pdf
Approved	Addition to Section IV. Personal Profit Exclusion	APL 284220	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284220 03-07.pdf
Approved	Addition to Section IV. Past Acts Exclusion Specific Exposure	APL 284307	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284307 03-07.pdf
Approved	Addition to Section IV. Known Wrongful Act Exclusion Specific Exposure	APL 284309	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284309 03-07.pdf
Approved	Addition to Section IV. Past Acts Exclusion	APL 284310	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284310 03-07.pdf
Approved	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	APL 284312	03-07	Endorsement/New nt/Amendment/Conditions	0.00	APL 284312 03-07.pdf

<i>SERFF Tracking Number:</i>	<i>MNLM-125198012</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Carolina Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>APL-010108-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Accountants Professional Liability</i>		
<i>Project Name/Number:</i>	<i>APL 28000 (03-07)/03-07 Original</i>		

Approved	Addition to Section IV. Known Wrongful Act Exclusion	APL 284318	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 284318 03-07.pdf
Approved	Addition to Section IV. Total SEC Exclusion	APL 284330	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 284330 03-07.pdf
Approved	Addition to Section IV. Total Securities Exclusion	APL 284331	rev. 09-07	Endorsement/Amendment/Conditions	New	0.00	APL 284331 rev. 09-07.pdf
Approved	Addition to Section IV. Sarbanes-Oxley Exclusion	APL 284332	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 284332 03-07.pdf
Approved	Addition to Section IV. Securities Services Non Public Client Audit Exclusion	APL 284333	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 284333 03-07.pdf
Approved	Addition to Section IV. Retirement Plan Exclusion	APL 284340	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 284340 03-07.pdf
Approved	Addition to Section V. Limits of Liability and Deductible	APL 285010	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 285010 03-07.pdf
Approved	Addition to Section V. Addition of Co-Insurance	APL 285012	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 285012 03-07.pdf
Approved	Addition to Section V. Non-Stacking of Limits	APL 285013	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 285013 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

Approval	Description	Policy	Effective Date	Endorsement/Amendment/Condition	Amount	Attachment
Approved	Addition to Section V. Waiver of Deductible if No Liability Obtained	APL 285014	03-07	Endorsement/Amendment/Conditions	0.00	APL 285014 03-07.pdf
Approved	Addition to Section V. A. Sub-Limit Specific Endorsement	APL 285021	03-07	Endorsement/Amendment/Conditions	0.00	APL 285021 03-07.pdf
Approved	Addition to Section V. A. Sub-Limit Specific Exposure	APL 285022	03-07	Endorsement/Amendment/Conditions	0.00	APL 285022 03-07.pdf
Approved	Addition to Section V. A. Shared Limit	APL 285024	03-07	Endorsement/Amendment/Conditions	0.00	APL 285024 03-07.pdf
Approved	Addition to Section V. A. Area of Practice Sub-Limit	APL 285026	03-07	Endorsement/Amendment/Conditions	0.00	APL 285026 03-07.pdf
Approved	Addition to Section V. A. Specific Client Sub-Limit	APL 285027	03-07	Endorsement/Amendment/Conditions	0.00	APL 285027 03-07.pdf
Approved	Modification to Section V. Unlimited Claims Expense in Addition to the Limits of Liability	APL 285031	03-07	Endorsement/Amendment/Conditions	0.00	APL 285031 03-07.pdf
Approved	Modification to Section V. Limited Claims	APL 285032	03-07	Endorsement/Amendment/Conditions	0.00	APL 285032 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
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 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

	Expense in			ons		
	Addition to the					
	Limits of Liability					
Approved	Modification to	APL	03-07	Endorseme New	0.00	APL 285033
	Section V. Claims	285033		nt/Amendm		03-07.pdf
	Expense Limit of			ent/Condi		
	Liability in			ons		
	Addition to the					
	Limits of Liability					
Approved	Modification to	APL	03-07	Endorseme New	0.00	APL 285041
	Section V. C. and	285041		nt/Amendm		03-07.pdf
	D. Damages Only			ent/Condi		
	Deductible with			ons		
	Aggregate					
	Deductible					
Approved	Modification to	APL	03-07	Endorseme New	0.00	APL 285042
	Section V. C. and	285042		nt/Amendm		03-07.pdf
	D. Damages Only			ent/Condi		
	Deductible			ons		
Approved	Addition to	APL	03-07	Endorseme New	0.00	APL 285043
	Section V. C.	285043		nt/Amendm		03-07.pdf
	Shared Claims			ent/Condi		
	Expense			ons		
Approved	Modification to	APL	03-07	Endorseme New	0.00	APL 285045
	Section V. Wrap	285045		nt/Amendm		03-07.pdf
	Around Claims			ent/Condi		
	Expense and			ons		
	Damages Only					
	Deductible					
Approved	Addition to	APL	03-07	Endorseme New	0.00	APL 285051
	Section V. D.	285051		nt/Amendm		03-07.pdf
	Maintenance			ent/Condi		
	Deductible			ons		
Approved	Addition to	APL	03-07	Endorseme New	0.00	APL 285053
	Section V. D.	285053		nt/Amendm		03-07.pdf
	Addition of			ent/Condi		
	Aggregate			ons		

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 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

Deductible						
Approved	Addition to Section V. D. Area of Practice Deductible	APL 285054	03-07	Endorsement/Amendment/Conditions	0.00	APL 285054 03-07.pdf
Approved	Addition to Section V. D. Fee Dispute Deductible	APL 285055	03-07	Endorsement/Amendment/Conditions	0.00	APL 285055 03-07.pdf
Approved	Addition to Section V. D. Specific Insured Deductible	APL 285056	03-07	Endorsement/Amendment/Conditions	0.00	APL 285056 03-07.pdf
Approved	Addition to Section V. D. Specific Client Deductible	APL 285057	03-07	Endorsement/Amendment/Conditions	0.00	APL 285057 03-07.pdf
Approved	Addition to Section V. E. Modified Reduced Deductible	APL 285060	03-07	Endorsement/Amendment/Conditions	0.00	APL 285060 03-07.pdf
Approved	Addition to Section V. F. Supplemental Coverages	APL 285070	03-07	Endorsement/Amendment/Conditions	0.00	APL 285070 03-07.pdf
Approved	Addition to Section V. G. Supplemental Coverages	APL 285080	03-07	Endorsement/Amendment/Conditions	0.00	APL 285080 03-07.pdf
Approved	Addition to Section V. H. Supplemental Coverages	APL 285090	03-07	Endorsement/Amendment/Conditions	0.00	APL 285090 03-07.pdf
Approved	Addition to Section V. I. Supplemental	APL 285100	03-07	Endorsement/Amendment/Conditions	0.00	APL 285100 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
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 Company Tracking Number: APL-010108-F
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Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

	Coverages			ons		
Approved	Addition to Section VI. Defense, Cooperation and Settlements	APL 286010	03-07	Endorsement/Amendment/Conditions	0.00	APL 286010 03-07.pdf
Approved	Addition to Section VI. Choice of Legal Counsel	APL 286011	03-07	Endorsement/Amendment/Conditions	0.00	APL 286011 03-07.pdf
Approved	Addition to Section VI. Choice of Specific Legal Counsel	APL 286012	03-07	Endorsement/Amendment/Conditions	0.00	APL 286012 03-07.pdf
Approved	Modification to Section VI. Deletion of Settlement Clause	APL 286055	03-07	Endorsement/Amendment/Conditions	0.00	APL 286055 03-07.pdf
Approved	Addition to Section VII. Notice of Claim and Multiple Claims	APL 287010	03-07	Endorsement/Amendment/Conditions	0.00	APL 287010 03-07.pdf
Approved	Addition to Section VII. Premium Earned if Notice Received	APL 287051	03-07	Endorsement/Amendment/Conditions	0.00	APL 287051 03-07.pdf
Approved	Addition to Section VIII. General Conditions	APL 288010	03-07	Endorsement/Amendment/Conditions	0.00	APL 288010 03-07.pdf
Approved	Addition to Section VIII. Premium Earned	APL 288011	03-07	Endorsement/Amendment/Conditions	0.00	APL 288011 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

	at Inception			ons		
	Endorsement					
Approved	Addition to Section VIII. Premium Refund Endorsement	APL 288012	03-07	Endorsement/Amendment/Conditions	0.00	APL 288012 03-07.pdf
Approved	Addition to Section VIII. Acceptance of Application(s)	APL 288016	03-07	Endorsement/Amendment/Conditions	0.00	APL 288016 03-07.pdf
Approved	Modification to Section VIII. A. Termination of Policy and Non-Renewal	APL 288023	03-07	Endorsement/Amendment/Conditions	0.00	APL 288023 03-07.pdf
Approved	Modification to Section VIII. A. Termination of Policy, Cancellation and Non-Renewal	APL 288025	03-07	Endorsement/Amendment/Conditions	0.00	APL 288025 03-07.pdf
Approved	Modification to Section VIII. D. Changes in Exposure	APL 288050	03-07	Endorsement/Amendment/Conditions	0.00	APL 288050 03-07.pdf
Approved	Modification to Section VIII. D. Changes in Exposure Endorsement	APL 288051	03-07	Endorsement/Amendment/Conditions	0.00	APL 288051 03-07.pdf
Approved	Addition to Section VIII. Automatic Renewal of Policy	APL 288420	03-07	Endorsement/Amendment/Conditions	0.00	APL 288420 03-07.pdf
Approved	Addition to Section VIII. Guaranteed	APL 288422	03-07	Endorsement/Amendment/Conditions	0.00	APL 288422 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

Approval	Description	Policy No.	Effective Date	Endorsement/Condition	Amount	Attachment
	Renewal of Policy			ons		
Approved	Addition to Section VIII. Limited Guaranteed Renewal of Policy	APL 288423	03-07	Endorsement/Amendment/Conditions	0.00	APL 288423 03-07.pdf
Approved	Two Year Policy Period Endorsement Aggregate Limit of Liability Applies on a Policy Period Basis	APL 288424	rev. 11-07	Endorsement/Amendment/Conditions	0.00	APL 288424 rev. 11-07.pdf
Approved	Two Year Policy Period Endorsement Separate Limit of Liability and Deductible for each Policy Period	APL 288425	rev. 11-07	Endorsement/Amendment/Conditions	0.00	APL 288425 rev. 11-07.pdf
Approved	Modification to Item 1. of the Declarations Name and Address of Named Insured	APL 289010	03-07	Endorsement/Amendment/Conditions	0.00	APL 289010 03-07.pdf
Approved	Modification to Item 2. of the Declarations Policy Period	APL 289020	03-07	Endorsement/Amendment/Conditions	0.00	APL 289020 03-07.pdf
Approved	Modification to Item 2. of the Declarations Extend Policy Period	APL 289021	03-07	Endorsement/Amendment/Conditions	0.00	APL 289021 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

Approved	Modification to Item 2. of the Declarations Change Policy Period	APL 289022	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289022 03-07.pdf
Approved	Modification to Item 3. of the Declarations Limits of Liability for the Policy Period	APL 289030	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289030 03-07.pdf
Approved	Modification to Item 3. of the Declarations Change in Limits of Liability for the Policy Period	APL 289031	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289031 03-07.pdf
Approved	Modification to Item 4. of the Declarations Applicable Deductible	APL 289040	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289040 03-07.pdf
Approved	Modification to Item 4. of the Declarations Change in Applicable Deductible	APL 289041	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289041 03-07.pdf
Approved	Modification to Item 5. of the Declarations Premium	APL 289050	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289050 03-07.pdf
Approved	Modification to Item 5. of the Declarations Premium Adjustment due	APL 289051	03-07	Endorsement/Amendment/Conditions	New	0.00	APL 289051 03-07.pdf

SERFF Tracking Number: MNLM-125198012 State: Arkansas
 Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: APL-010108-F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

Approval	Description	Policy Number	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Modification to Item 5. of the Declarations Premium Adjustment	APL 289052	03-07	Endorsement/Condition	0.00	APL 289052 03-07.pdf
Approved	Modification to Item 6. of the Declarations Extended Reporting Period	APL 289060	03-07	Endorsement/Condition	0.00	APL 289060 03-07.pdf
Approved	Deletion of Endorsement	APL 289070	03-07	Endorsement/Condition	0.00	APL 289070 03-07.pdf
Approved	Accountants Professional Liability Insurance Accountant Pro Proposal Form	APL 28500	rev. 11-07	Application/ New Binder/Endorsement	0.00	APL-28500-rev1107.pdf
Approved	Incorporated Proposal Form	APL 28501	03-07	Application/ New Binder/Endorsement	0.00	APL-28501-0307.pdf
Approved	Accountants Professional Liability Insurance Accountant One Proposal Form	APL 28505	rev. 11-07	Application/ New Binder/Endorsement	0.00	APL-28505-rev1107.pdf
Approved	Accountants Professional Liability Insurance Accountant Pro Renewal Proposal Form	APL 28510	rev. 11-07	Application/ New Binder/Endorsement	0.00	APL-28510-rev1107.pdf

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 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
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Approved	Renewal Incorporated Proposal Form	APL 28511	03-07	Application/ New Binder/Enro llment	0.00	APL-28511- 0307.pdf
Approved	Accountants Professional Liability InsuranceAccoun tOne Renewal Proposal Form	APL 28515	rev. 11-07	Application/ New Binder/Enro llment	0.00	APL-28515- rev1107.pdf
Approved	Claim Supplemental Form	APL 28610	03-07	Application/ New Binder/Enro llment	0.00	APL-28610- 0307.pdf
Approved	Additional Entity / Individual License Proposal Form	APL 28700	rev. 11-07	Application/ New Binder/Enro llment	0.00	APL-28700- rev1107.pdf
Approved	Outside Interests / Activities Supplemental Form	APL 28710	03-07	Application/ New Binder/Enro llment	0.00	APL-28710- 0307.pdf
Approved	Multiple / Shared Office Supplemental Form	APL 28720	03-07	Application/ New Binder/Enro llment	0.00	APL-28720- 0307.pdf
Approved	AccountPro Supplemental Form for Non Public Client Audit Services	APL 28730	rev. 11-07	Application/ New Binder/Enro llment	0.00	APL-28730- rev1107.pdf
Approved	Public Client Audit Services Supplemental Form	APL 28740	rev. 10-07	Application/ New Binder/Enro llment	0.00	APL-28740- rev1007.pdf
Approved	Nonprofit Directorship Proposal Form	APL 28750	rev. 11-07	Application/ New Binder/Enro llment	0.00	APL-28750- rev1107.pdf
Approved	Trust Fiduciary Services	APL 28760	03-07	Application/ New Binder/Enro	0.00	APL-28760- 0307.pdf

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 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
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Form	Supplemental	Form	Application/ New Binder/Enrollment	0.00	APL-28770-0307.pdf
Approved	Non-Trust Fiduciary Services Supplemental Form	APL 28770	03-07 Application/ New Binder/Enrollment	0.00	APL-28770-0307.pdf
Approved	Employment Practices Proposal Form	APL 28780	rev. 11-07 Application/ New Binder/Enrollment	0.00	APL-28780-rev1107.pdf
Approved	Business / Personal Management Supplemental Form	APL 28800	03-07 Application/ New Binder/Enrollment	0.00	APL-28800-0307.pdf
Approved	Securities Services Supplemental Form	APL 28820	03-07 Application/ New Binder/Enrollment	0.00	APL-28820-0307.pdf
Approved	Incorporated Agreement with Enhanced Severability	APL 281001	10-07 Endorsement/Amendment/Conditions	0.00	APL 281001 10-07.pdf
Approved	Addition to Section I. Blanket NonProfit Directorship Coverage for Claims Expense	APL 281053	10-07 Endorsement/Amendment/Conditions	0.00	APL 281053 10-07.pdf
Approved	Modification to Section III. A. Modified Definition of Claim	APL 283021	11-07 Endorsement/Amendment/Conditions	0.00	APL 283021 11-07.pdf
Approved	Addition to Section III. Registered	APL 283133	11-07 Endorsement/Amendment/Conditions	0.00	APL 283133 11-07.pdf

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 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Accountants Professional Liability
 Project Name/Number: APL 28000 (03-07)/03-07 Original

	Representative			Endorsement	ons		
Approved	Modification to Section IV. Modified Sale of Securities Exclusion	APL 284121	11-07	Endorsement/Amendment/Conditions	New	0.00	APL 284121 11-07.pdf
Approved	Addition to Section IV. Interested Party Exclusion	APL 284322	12-07	Endorsement/Amendment/Conditions	New	0.00	APL 284322 12-07.pdf
Approved	Addition to Section IV. Based Upon Exclusion	APL 284324	12-07	Endorsement/Amendment/Conditions	New	0.00	APL 284324 12-07.pdf
Approved	Addition to Section IV. Brought by Exclusion	APL 284325	12-07	Endorsement/Amendment/Conditions	New	0.00	APL 284325 12-07.pdf
Approved	Addition to Section IV. Based Upon Professional Services Exclusion	APL 284326	12-07	Endorsement/Amendment/Conditions	New	0.00	APL 284326 12-07.pdf
Approved	AccountOne Renewal Proposal Form for Accountants Professional Liability Insurance	APL 28516	10-07	Application/ New Binder/Enrollment		0.00	APL-28516-1007.pdf
Approved	Merger and Acquisition Activity Proposal Form	APL 28690	11-07	Application/ New Binder/Enrollment		0.00	APL-28690-1107.pdf
Approved	AccountOne	APL	11-07	Application/ New		0.00	APL-28735-

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	Supplemental Form for Non Public Client Audit Services	28735		Binder/Enrollment		1107.pdf
Approved	Employee Benefit Plan Proposal Form	APL 28790	11-07	Application/ New Binder/Enrollment	0.00	APL-28790-1107.pdf
Approved	Employee Benefit Plan Renewal Proposal Form	APL 28795	11-07	Application/ New Binder/Enrollment	0.00	APL-28795-1107.pdf
Approved	Registered Representative Proposal Form	APL 28810	11-07	Application/ New Binder/Enrollment	0.00	APL-28810-1107.pdf
Approved	Registered Representative Renewal Proposal Form	APL 28815	11-07	Application/ New Binder/Enrollment	0.00	APL-28815-1107.pdf
Approved	Assurance Services Supplemental Form	APL 28830	11-07	Application/ New Binder/Enrollment	0.00	APL-28830-1107.pdf
Approved	Information Technology Services Supplemental Form	APL 28840	11-07	Application/ New Binder/Enrollment	0.00	APL-28840-1107.pdf
Approved	AccountOne Proposal Form for Accountants Professional Liability Insurance	APL 28506	10-07	Application/ New Binder/Enrollment	0.00	APL-28506-1007.pdf
Approved	Arkansas Accountants Professional Liability Amendatory	APL 280015	03-07	Endorsement/Amendment/Conditions	0.00	APL 280015-03-07.pdf

SERFF Tracking Number: MNLM-125198012 *State:* Arkansas
Filing Company: Carolina Casualty Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: APL-010108-F
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability
Product Name: Accountants Professional Liability
Project Name/Number: APL 28000 (03-07)/03-07 Original

Endorsement

Carolina Casualty Insurance Company

Accountants Professional Liability Insurance Policy

This is a Claims Made Policy. Please read it carefully.

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this Policy, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreement

Accountants Professional Liability Insurance

This Policy shall pay on behalf of the **Insured** all **Damages** and **Claims Expense** that the **Insured** shall become legally obligated to pay, arising from any **Claim** first made against an **Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 60 days thereafter, for any **Wrongful Act**, provided that prior to the inception date of the first Accountants Professional Liability Insurance Policy issued by the **Insurer** to the **Named Insured**, which has been continuously renewed and maintained in effect to the inception of this **Policy Period**, the **Insured** did not know, or could not reasonably foresee that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. Extended Reporting Periods

- A. If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. A. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. A. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 60 days of the effective date of cancellation or non-renewal.
- B. Without any additional premium being required, there shall be an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 60 day period shall be referred to as the Automatic Extended Reporting Period.
- C. The Automatic Extended Reporting Period or the Extended Reporting Period shall not be available if the **Insured's** license is revoked, suspended by or surrendered at the request of any regulating authority.
- D. If the **Named Insured** is a sole proprietorship or a two-professional firm, and during the **Policy Period** the **Named Insured** cancels or refuses to renew this Policy due to his or her retirement from active business, and has completely ceased providing **Professional Services**, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. B. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. B. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Retirement Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 60 days of the effective date of cancellation or non-renewal.
- E. If the **Named Insured** is a sole proprietorship or a two-professional firm, and during the **Policy Period** the **Named Insured** cancels or refuses to renew this Policy due to the death or disability of an **Insured**, then the **Named Insured** shall have the right, without any additional premium being required, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during an unlimited period of months after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the death or disability of the **Insured** and otherwise covered by this Policy. Such unlimited period of months shall be referred to as the Death or Disability Extended Reporting Period. As used herein, "disability" means the **Insured** is medically judged to be totally and permanently unable to provide **Professional Services**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with written evidence of death or disability is provided to the **Insurer** within 60 days of the effective date of cancellation or non-renewal.
- F. As a condition precedent to the right to purchase or elect any Extended Reporting Periods referenced above, the total premium for this Policy and all Deductible obligations must have been paid.

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- G. The additional premium for any of the aforementioned Extended Reporting Periods shall be fully earned at the inception of any Extended Reporting Period.

III. Definitions

Whenever printed in boldface type and whether in the singular or plural form in this Policy, the following terms shall have the meanings indicated below.

- A. **"Claim"** means a written demand for money or services including, but not limited to, the service of suit(s), a request that an **Insured** agree to waive a legal right or sign an agreement to toll the statute of limitations, or a demand for arbitration; provided, however, **Claim** shall not include any proceedings before a state licensing board or similar authority, except as otherwise provided in section V. Supplemental Coverages, of this Policy. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.
- B. **"Claims Expense"** means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered or potentially covered **Claim** against the **Insureds**, but excluding salaries, wages, overhead or benefit expenses associated with any **Insured**, or any amount covered by the duty to defend obligation of any other insurer.
- C. **"Damages"** means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
1. civil or criminal fines, sanctions, or penalties imposed by law or otherwise, or
 2. punitive or exemplary damages, or any multiplied damages award in excess of the amount so multiplied, or
 3. any matter deemed uninsurable under the law pursuant to which this Policy shall be construed, or
 4. fees, costs and expenses paid to, incurred or charged by the **Insured**, whether claimed as forfeiture, restitution of specific funds, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing, or
 5. equitable, non-pecuniary or injunctive relief, or the cost thereof.
- D. **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.
- E. **"Electronic Mail"** means the transmission of messages and information over a closed, private network, or a semi-public network that provides a public access to an on-line service for a fee, or the Internet.
- F. **"Insured"** means:
1. the **Named Insured** and any **Predecessor Firm**;
 2. any individual or professional corporation who is or becomes a partner, officer, director, stockholder, or employee of the **Named Insured**, but solely while acting within the scope of their duties on behalf of the **Named Insured**;
 3. any individual or professional corporation who was a partner, officer, director, stockholder, or employee of the **Named Insured** or **Predecessor Firm**, but solely while acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**;
 4. any non-affiliated person or entity, including their partners, officers, directors, stockholders or employees, but solely for **Professional Services** performed on behalf of, and within the course and scope of their contract with, the **Named Insured** or **Predecessor Firm**;
 5. the heirs, executors, administrators, and legal representatives of each **Insured** in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each **Insured** as otherwise covered by this Policy;
 6. a lawful spouse or **Domestic Partner** of any **Insured**, but only with respect to a **Claim** against such spouse or **Domestic Partner** for a **Wrongful Act** actually or allegedly committed by the **Insured** provided that the same counsel represents such **Insured** and his or her spouse or **Domestic Partner** in such **Claim**.
- G. **"Insurer"** means the entity issuing this Policy as listed on the Declarations Page.
- H. **"Named Insured"** means the corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association named in Item 1. of the Declarations.
- I. **"Personal Injury"** means invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel, slander, mental anguish, humiliation, or emotional distress, oral or written publication of defamatory or disparaging material, or the inadvertent disclosure of confidential or privileged information communicated by **Electronic Mail**.
- J. **"Policy Period"** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of cancellation of this Policy.

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- K. **"Predecessor Firm"** means any corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association to whose financial assets and liabilities the **Named Insured** is the majority successor in interest. **Predecessor Firm** does not include any corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association to whose financial assets and liabilities the **Named Insured** becomes the majority successor in interest during the **Policy Period** unless the **Insurer**, in its sole discretion, and the **Named Insured** agree to include such corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association as a **Predecessor Firm**. The **Named Insured** shall accept any premium adjustment or coverage revisions which the **Insurer** may require.
- L. **"Professional Services"** means services:
1. performed or advice given by an **Insured** solely in the **Insured's** practice in accountancy, financial planning and consulting, or
 2. performed by an **Insured** as an administrator, executor, mediator, notary public, trustee or similar fiduciary capacity, or
 3. performed by an **Insured** in consulting, training, servicing, ordering, delivering or installing computer hardware, software or related supplies; provided, however, such products are designed specifically for the sole use of the **Insured** or the **Insured's** clients, or
 4. performed by an **Insured** in connection with a formal accreditation board, standards review or similar professional board or committee related to the accounting profession;
- provided, however, that in all events, coverage as is afforded with respect to **Professional Services** shall only apply for such services performed by an **Insured**:
- a. for remuneration inuring to the benefit of the **Named Insured** or a **Predecessor Firm**, or
 - b. on a pro bono basis, but solely if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or a **Predecessor Firm** approved the performance of such services without a fee.
- M. **"Proposal"** means the Proposal Form and any material submitted therewith.
- N. **"Related Wrongful Act"** means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- O. **"Wrongful Act"** means any actual or alleged act, error, breach of duty, omission, or **Personal Injury** arising out of **Professional Services** rendered by an **Insured** or by any person for whose act or omission the **Insured** is legally responsible.

IV. Exclusions

The **Insurer** shall not be liable to make any payment for **Damages** or **Claims Expense** in connection with a **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving a dishonest, fraudulent, criminal, or malicious act or omission committed by or at the direction of, or ratified by any **Insured**; provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**;
- [INNOCENT INSURED PROVISION: Whenever coverage under this Policy would be excluded, suspended, or lost because of Exclusion A., the **Insurer** agrees that such insurance, as would otherwise be afforded under this Policy, shall be applicable with respect to an **Insured**, other than the **Named Insured** and any **Predecessor Firm**, who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct.]
- B. by, on behalf of, or in the right of any **Insured**, or in the right of any business enterprise, not named in Item 1. of the Declarations if any **Insured** owns more than a 10 percent interest, or in which any **Insured** is an owner, partner, or employee, or which is directly or indirectly controlled, operated, or managed by any **Insured**;
- C. as the beneficiary or distributee of any trust or estate;
- D. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. physical injury to or destruction of any tangible property, including the loss of use thereof; provided, however, this exclusion shall not apply to client records in the care, custody or control of any **Insured**, or
 2. bodily injury, sickness, disease, death, assault or battery of any person;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Insured's** activities or their capacity as:
1. an officer, director, partner, trustee, or employee of a business enterprise, not named in Item 1. of the Declarations, a non-profit organization, or a pension, welfare, profit sharing, mutual or investment trust or fund, or
 2. a public official, employee, or agent of a governmental body, subdivision, or agency, unless the **Insured** is deemed to be a public official, employee, or agent of such entity solely by virtue of rendering **Professional Services** to it, or

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3. a fiduciary under the Employee Retirement Income Security Act of 1974 as amended or any regulations promulgated thereunder or any similar provisions of any state or federal common law or statute;
- F. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent, or otherwise;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution, nuclear reaction, radiation or contamination of any kind;
- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving liability assumed by any **Insured** in a contract or agreement; provided, however, this exclusion shall not apply to the extent that an **Insured** would have been liable in the absence of the contract or agreement;
- I. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy, or
 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;
- J. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of express or implied warranty or guarantee, including as to the investment return for any individual financial plan, fluctuations in or the future value of any investment;
- K. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the promotion, sale or solicitation of any security, tax shelter, insurance, real estate or investment, or any **Insured's** activities or capacity as a Broker or Dealer as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934;
- L. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving unfair competition, infringement of any copyright, title, slogan, patent, trademark, trade name, trade dress, service mark or service name;
- M. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the **Insured's** unauthorized use of confidential, privileged or non-public material or information for any purpose;
- N. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the use of, or existence of, any condition in or a warranty of, products sold or distributed by any **Insured**.

V. Limits of Liability and Deductible

- A. The Limits of Liability stated in Item 3. of the Declarations are the limits of the **Insurer's** liability for all **Damages** and **Claims Expense** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and any Extended Reporting Period(s) that may apply. The Limits of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the Limits of Liability stated in Item 3. of the Declarations. In the event the Limits of Liability stated in Item 3. of the Declarations are exhausted by payment of **Damages** and/or **Claims Expense**, or have been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
- B. The maximum Limit of Liability for all **Claims** under this Policy shall not exceed the aggregate Limit of Liability stated in Item 3. B. of the Declarations.
- C. **Claims Expense** shall first be applied against the Deductible and shall be part of and not in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. Payment of **Claims Expense** shall reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
- D. The Deductible amount stated in Item 4. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim**. The **Insurer** shall only be liable for the amount of **Damages** and/or **Claims Expense** arising from a **Claim** which is in excess of the Deductible amount stated in Item 4. of the Declarations.
- Such amounts shall, upon written demand by the **Insurer**, be paid by the **Named Insured** within 30 days. If the **Named Insured** fails to pay the Deductible, then all the **Insureds** shall be jointly and severally obligated to pay the Deductible. Any funds advanced by the **Insurer** shall serve to reduce the Limits of Liability. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the Deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.
- E. The Deductible amount stated in Item 4. of the Declarations shall be reduced by 50 percent, up to a maximum of \$25,000, when the **Insured** seeks resolution of a covered **Claim** by participation in formal mediation or non-binding arbitration proceedings with the consent of the **Insurer**.

Supplemental Coverages

The **Insurer** will pay:

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- F. up to a maximum aggregate limit of \$7,500 per **Policy Period** for all **Insureds** for reasonable legal fees, costs and expenses resulting from the investigation or defense of an **Insured** in a proceeding before a state licensing board or similar authority arising out of any **Wrongful Act** by such **Insured**, but only if such legal fees, costs, or expenses are incurred after notice is first received by the **Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period**. The Deductible shall not apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 3. of the Declarations.
- G. up to \$250 for actual loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Insurer's** written request, at a trial, hearing, or arbitration proceeding involving a **Claim** against an **Insured**, up to a maximum aggregate limit of \$10,000 per **Policy Period** for all **Insureds**. The Deductible shall not apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 3. of the Declarations.
- H. expenses incurred with the **Insurer's** prior written consent resulting from subpoenas for documents or testimony including legal advice, legal counsel and the production of documents arising out of any **Wrongful Act** otherwise covered under this Policy. Any notice the **Insured** provides to the **Insurer** of such subpoena shall be deemed a notification of a potential claim under section VII. B. Any such legal fees and expenses incurred by the **Insurer** in responding to such subpoena shall be part of, and not in addition to, the Limits of Liability stated in item 3. of the Declarations. No Deductible will apply to such legal fees and expenses.
- I. an additional 10 percent of the Limit of Liability stated in Item 3. A. of the Declarations up to a maximum aggregate limit of \$100,000 per **Policy Period** for **Claims Expense**, but only for a single **Claim** occurring after the aggregate Limit of Liability stated in Item 3. B. of the Declarations is exhausted by payment under this Policy. The Deductible shall not apply to this coverage.

VI. Defense, Cooperation and Settlements

- A. An **Insured** shall not admit liability, enter into any settlement agreement, stipulate to any judgment, agree to arbitration, or incur **Claims Expense** without the **Insurer's** prior written consent. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision regarding such consent. Any **Damages** and/or **Claims Expense** incurred and settlements agreed to prior to the **Insurer** giving its consent shall not be covered hereunder.
- B. The **Insurer** shall have the right and the duty to defend any **Claim** for **Damages** which are covered by this Policy. The **Insurer's** right and duty to defend any **Claim** shall end when the Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expense**, or has been tendered to, or on behalf of, the **Insured**, or to a court of competent jurisdiction. The **Insurer** has no obligation to provide **Claims Expense** for any **Claim** for **Damages** not covered by this Policy.
- C. Each **Insured** shall cooperate with the **Insurer** in the defense and settlement of any **Claim**, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to the **Insured**, at no cost to the **Insurer**. Upon the request of the **Insurer**, the **Insured** shall submit to examination and interrogation, under oath if required by a representative of the **Insurer**, and shall attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, as well as giving written statements to the **Insurer's** representatives, and meeting with such representatives for purposes of investigation or defense, all without charge to the **Insurer**.
- D. The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured** shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any legal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Claims Expense** incurred up to the date of such refusal. Such amounts are subject to the provisions of section V. In the event that the **Named Insured** refuses to consent to any settlement as set forth in this section VI. D., the **Insurer's** right and duty to defend such **Claim** shall end upon the date of such refusal.

VII. Notice of Claim and Multiple Claims

- A. As a condition precedent to their rights under this Policy, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 60 days after such **Claim** is first made.
- B. If during the **Policy Period** the **Insureds** become aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the Policy), of:
 - 1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
 - 2. the injury or damages which may result therefrom; and
 - 3. the circumstances by which the **Insured** first became aware thereof;then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.

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- C. All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:
1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** is first made, or
 2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.
- D. In addition to furnishing the notice as provided in sections VII. A. and VII. B. above, the **Insureds** shall give the **Insurer** such information and cooperation as it may reasonably require and shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

VIII. General Conditions

A. Termination of Policy and Non-Renewal

1. This Policy shall terminate at the earliest of the following times:
 - a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
 - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
 - c. at such other time as may be agreed between the **Named Insured** and the **Insurer**; or
 - d. upon written notice by the **Insurer** of cancellation for non-payment of premium.
2. The **Insurer** may not cancel this Policy except for non-payment of any premium when due. The **Insurer** shall provide at least 20 days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium.
3. If this Policy is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
4. If the **Insurer** decides not to renew this Policy, the **Insurer** shall provide written notice to the **Named Insured** at least 60 days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.
5. Any notices to be given to the **Named Insured** under this section VIII. shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

B. Proposal

The **Proposal** is the basis of this Policy and is incorporated in and constitutes a part of this Policy. A copy of the Proposal Form(s) is attached hereto. Any materials submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations.

C. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

D. Changes in Exposure

If during this **Policy Period** the **Named Insured** shall consolidate or merge with or into, or sell all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert (herein referred to as "Transaction") then, this Policy shall continue in full force and effect as to any **Wrongful Acts** fully occurring prior to the Transaction, but there shall be no coverage afforded by any provision of this Policy for any actual or alleged **Wrongful Acts** occurring after the Transaction. This Policy may not be cancelled following a Transaction and the entire premium for this Policy shall be deemed fully earned as of the Transaction. The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than 30 days after the Transaction.

If during the **Policy Period** there is a 50 percent or greater change in the **Named Insured's** total accountant population, then the **Named Insured** shall give the **Insurer** written notice of such changes as soon as practicable but not later than 60 days after the effective date of such change; provided, however, that this provision shall not apply if the **Named Insured** had less than 6 accountants who met the definition of **Insured** at the Policy inception date. The **Named Insured** shall accept any premium adjustment or coverage revisions which the **Insurer** may require.

E. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this Policy unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such **Insured** was not legally entitled.

Any amount recovered pursuant to the exercise of such rights of subrogation shall be applied as follows: (1) to the repayment of expenses incurred toward subrogation; (2) to **Damages** and/or **Claim Expenses** paid by the **Insured** in excess of the Limits of Liability hereunder; (3) to **Damages** and/or **Claim Expenses** paid by the **Insurer**; (4) to **Damages** and **Claim Expenses** paid by the **Insured** in excess of the Deductible; and (5) to repayment of the Deductible.

F. Assignment

This Policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

G. Entire Agreement

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy (including the **Proposal**) and any written endorsements attached hereto constitute the entire agreement between the parties.

H. Representation by Named Insured

It is agreed that the **Named Insured** shall act on behalf of all **Insureds** with respect to the giving and receiving of notices, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the receipt and acceptance of any endorsements issued to form a part of this Policy and the exercising or declining to exercise any right to an Extended Reporting Period.

I. Coverage Territory

This Policy applies to a **Wrongful Act** taking place anywhere in the world, but only if the **Claim** is made and suit is brought against the **Insured** within the United States of America, its territories or possessions.

In witness whereof, the **Insurer** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



President and Chief Executive Officer



Secretary

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR DECLARATIONS

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

- Item 1. Name and Address of **Named Insured**: Policy Number: <<****>>
<<Insured>>
<<Address 1>>
<<Address 2>>
<<City>>, <<State>> <<Zip Code>>
Person designated to receive all correspondence from the **Insurer**:
<<Contact Name>>
<<Contact Title>>
- Item 2. **Policy Period**: From <<Policy Inception>> (inception date) to <<Policy Expiration>> (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)
- Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):
A. \$<<Limit>> each **Claim**, but in no event exceeding
B. \$<<Limit>> in the aggregate for all **Claims**
- Item 4. Applicable Deductible: \$<<New Deductible Field>>
- Item 5. Premium: \$<<Premium>>
- Item 6. A. Extended Reporting Period:
Option 1: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
Option 2: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
Option 3: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
- Item 6. B. Retirement Extended Reporting Period:
Option 1: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
Option 2: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
Option 3: <<ERP months>> months for <<percentage>> percent of the "full annual premium"
- Item 7. Forms and Endorsements attached:
Policy Form: APL 28000 (03-07)
<<Number>> <<Revision date>> <<Endorsement Title>>
<<Number>> <<Revision date>> <<Endorsement Title>>
- Item 8. Notice to the **Insurer** as provided in sections VII. A. and VII. B. and any information furnished to the **Insurer** as provided in section VI.
A. shall be sent to: Monitor Liability Managers, Inc., Claims Department,
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-4017
Email: newclaim@monitorliability.com
All other notices required to be given to the **Insurer** under this Policy shall be sent to: Monitor Liability Managers, Inc.
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-6282

The Accountants Professional Liability Insurance Policy shall constitute the contract between the **Insureds** and the **Insurer**.

Incorporated Agreement

By acceptance of this proposal, the Partner, Owner, Officer or Principal, acting on behalf of all **Insureds**, declare that the statements set forth in the accepted <<insert description of application accepted>> application are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of the accepted application. The accepted application shall constitute the "Proposal Form".

The Partner, Owner, Officer or Principal agree that the particulars and statements contained in the Proposal Form and any material submitted therewith are their representations and that they are material and are the basis of the insurance contract. The Partner, Owner, Officer or Principal further agree that the Proposal Form and any material submitted therewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section I.
Insuring Agreement**

In consideration of the premium paid for this Policy, it is understood and agreed that section I. Insuring Agreement of this Policy is amended as follows:

I.: <<Insert Additional / Revised Coverage Description here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section I.
Nonprofit Directorship Coverage for Claims Expense**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section I. Insuring Agreement of this Policy is amended by the addition of the following:

I.: Nonprofit Directorship Claims Expense Coverage

This Policy shall pay on behalf of the **Nonprofit Insured**, all **Claims Expense** that the **Nonprofit Insured** shall be legally obligated to pay, arising from any **Claim** first made against the **Nonprofit Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 60 days thereafter, arising out of any actual or alleged act or omission in the **Nonprofit Insured's** capacity or status as a duly elected director, officer or trustee of a **Nonprofit Organization**; provided, however, that prior to the inception date of the first Accountants Professional Liability Insurance Policy including this endorsement, issued by the **Insurer** to the **Named Insured**, which has been continuously renewed and maintained in effect to the inception of this **Policy Period** (or in the case of any person who during the **Policy Period** qualifies as an **Insured**, as of the date of such qualification), the **Nonprofit Insured** did not know, or could not reasonably foresee that such act or omission might reasonably be expected to be the basis of a **Claim**.

2. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions of this Policy is amended by the addition of the following:

III.: "**Nonprofit Insured(s)**" means the individual(s) listed below, who was, now is, or during the **Policy Period** becomes a duly elected or appointed director, officer or trustee of a **Nonprofit Organization**, but only if such service is at the specific request or direction of the **Named Insured**:

Nonprofit Insured(s)	Nonprofit Organization	Effective Date
<< Individual's Name >>	<< Nonprofit org Name >>	<< Coverage inception date >>

III.: "**Nonprofit Organization**" means an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6), or (c)(7) of the Internal Revenue Code of 1986, including amendments thereto. As used herein, **Nonprofit Organization** shall not include the **Named Insured** or any client of the **Named Insured**.

3. It is further understood and agreed that **Nonprofit Organization** shall not include <<insert name here>>.

4. Coverage provided by this endorsement shall be excess and follow form of all valid and collectible Directors and Officers Liability Insurance Policy(ies) which have been issued to such **Nonprofit Organization** and any indemnification provided by such **Nonprofit Organization**. Further, if said Directors and Officers Liability Insurance Policy(ies) shall have been issued to such **Nonprofit Organization** by the **Insurer** or any affiliate of the **Insurer**, then the sub-limit of liability for **Claims Expense** provided by this endorsement with respect to any such **Nonprofit Organization** shall be reduced by the limit of liability of such Directors and Officers Liability Insurance Policy provided by the **Insurer** or such affiliate of the **Insurer** to such **Nonprofit Organization**.

5. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

V. A.: The amount of \$<<insert no more than \$50,000 Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.

6. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The **Insurer** shall only be liable for the amount of **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Insured**, with regard to all **Claims Expense** under the coverage provided by this endorsement:

Applicable Deductible: \$<<insert Deductible>>

7. Solely for the purposes of the coverage provided by this endorsement, section VI. Defense, Cooperation and Settlements B. of this Policy is deleted in its entirety and replaced with the following:

VI. B.: The **Insurer** does not, however, under this **Policy**, assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them. The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Claims Expense** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Claims Expense** which have been consented to by the **Insurer** shall be recoverable as **Claims Expense** under the terms of this **Policy**. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision as to such consent and shall be entitled to effectively associate in the defense and the negotiation of any **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section I.
Employment Practices Coverage for Claims Expense**

In consideration of premium paid for this Policy, it is understood and agreed that:

1. Section I. Insuring Agreement of this Policy is amended by the addition of the following:
 - I.: Employment Practices Claims Expense Coverage

This Policy shall pay on behalf of the **Insured** all **Claims Expense** that the **Insured** shall become legally obligated to pay, arising from any **Claim** first made against an **Insured** by an **Employee** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 60 days thereafter, for any **Wrongful Employment Act**; provided, however, that prior to the inception date of the first Accountants Professional Liability Insurance Policy including this endorsement, issued by the **Insurer** to the **Named Insured**, which has been continuously renewed and maintained in effect to the inception of this **Policy Period** (or in the case of any person who during the **Policy Period** qualifies as an **Insured**, as of the date of such qualification), the **Insured** did not know, or could not reasonably foresee that such **Wrongful Employment Act** might reasonably be expected to be the basis of a **Claim**.

2. Section III. Definitions of this Policy is amended by the addition of the following:
 - III.: **"Employee"** means an individual whose labor or service is engaged by and directed by the **Named Insured**, including part-time, leased, seasonal and temporary individuals. The term **Employee** also means an individual who is an independent contractor for the **Named Insured**, but only if the **Named Insured** provides indemnification to such individual in the same manner as that provided to the **Named Insured's** employees. An individual's employment status shall be determined as of the date of the **Wrongful Employment Act**.
 - III.: **"Wrongful Employment Act"** means wrongful dismissal, discharge or termination of employment, employment related misrepresentation, violation of employment laws, sexual harassment of any kind, discrimination, wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of career opportunity, failure to grant tenure, or negligent evaluation.

3. Solely for purposes of the coverage provided by this endorsement, section III. Definitions A. **"Claim"** is amended by the addition of the following:
 - III. A.: **"Claim"** also means an administrative or regulatory investigation or proceeding commenced by or before a federal, state, local or foreign agency; provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.

4. Solely for purposes of the coverage provided by this endorsement, section III. Definitions O. **"Wrongful Act"** of this Policy is deleted in its entirety and replaced by the following:
 - III. O.: **"Wrongful Act"** means any **Wrongful Employment Act**.

5. Solely for the purpose of coverage provided by this endorsement, section IV. Exclusions is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Worker's Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the National Labor Relations Act, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligations under any workers' compensation, social security, disability benefits, or unemployment compensation law, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- IV.: for any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation;
- 6. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$<<insert no more than \$50,000 Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.
- 7. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:
 - V. D.: The **Insurer** shall only be liable for the amount of **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Insured**, with regard to all **Claims Expense** under the coverage provided by this endorsement:
 Applicable Deductible: \$<<insert Deductible>>
- 8. Solely for the purposes of the coverage provided by this endorsement, section VI. Defense, Cooperation and Settlements B. of this Policy is deleted in its entirety and replaced with the following:
 - VI. B.: The **Insurer** does not, however, under this **Policy**, assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them. The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Claims Expense** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Claims Expense** which have been consented to by the **Insurer** shall be recoverable as **Claims Expense** under the terms of this **Policy**. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision as to such consent and shall be entitled to effectively associate in the defense and the negotiation of any settlement of any **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement		Authorized Representative	
Policy Inception			

**Addition to Section II.
Extended Reporting Periods**

In consideration of the premium paid for this Policy, it is understood and agreed that section II. Extended Reporting Periods of this Policy is amended as follows:

II.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Purchase of Extended Reporting Period**

In consideration of the additional premium paid for this endorsement of \$<<insert ERP premium amount>>, it is understood and agreed that pursuant to section II. Extended Reporting Periods A. of this Policy, the **Named Insured** has purchased an Extended Reporting Period of <<insert number of months negotiated>> months, which Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>> and expire at 12:01 a.m. on <<ending of ERP>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Purchase of Extended Reporting Period with Modified Limit of Liability**

In consideration of the additional premium paid for this endorsement of \$<<insert ERP premium amount>>, it is understood and agreed that:

1. Pursuant to section II. Extended Reporting Periods A. of this Policy, the **Named Insured** has purchased an Extended Reporting Period of <<insert number of months negotiated>> months, which Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>> and expire at 12:01 a.m. on <<ending of ERP>>.

2. Solely for purposes of the coverage provided by this endorsement, Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

\$<<Limit of Liability>> each **Claim**, but in no event exceeding
\$<<Limit of Liability>> in the aggregate for all **Claims**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section II. A.
Broad Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that section II. Extended Reporting Periods A. of this Policy is deleted in its entirety and replaced with the following:

II. A.: If the **Insurer** or the **Named Insured** cancels or refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. A. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. A. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within <<in no event less than 60>> days of the effective date of cancellation or non-renewal.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section II. A.
Unilateral Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that section II. Extended Reporting Periods A. of this Policy is deleted in its entirety and replaced with the following:

II. A.: If the **Insurer** refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. A. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. A. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within <<in no event less than 60>> days of the effective date of cancellation or non-renewal.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section II. A.
Restricted Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that section II. Extended Reporting Periods A. of this Policy is deleted in its entirety and replaced with the following:

II. A.: If the **Insurer** cancels or refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. A. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. A. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within <<in no event less than 60>> days of the effective date of cancellation or non-renewal.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section II. B.
Automatic Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that section II. Extended Reporting Periods B. of this Policy is deleted in its entirety and replaced by the following:

II. B.: Without any additional premium being required, there shall be an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during a period of <<insert number of days negotiated>> days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This <<insert number of days negotiated>> day period shall be referred to as the Automatic Extended Reporting Period.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Purchase of Retirement Extended Reporting Period**

In consideration of the additional premium paid for this endorsement of \$<<insert ERP premium amount>>, it is understood and agreed that pursuant to section II. Extended Reporting Periods D. of this Policy, the **Named Insured** has purchased a Retirement Extended Reporting Period of <<insert number of months negotiated>> months, which Retirement Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>> and expire at 12:01 a.m. on <<ending of ERP>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Purchase of Retirement Extended Reporting Period
with Modified Limit of Liability**

In consideration of the additional premium paid for this endorsement of \$<<insert ERP premium amount>>, it is understood and agreed that:

1. Pursuant to section II. Extended Reporting Periods D. of this Policy, the **Named Insured** has purchased a Retirement Extended Reporting Period of <<insert number of months negotiated>> months, which Retirement Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>> and expire at 12:01 a.m. on <<ending of ERP>>.

2. Solely for purposes of the coverage provided by this endorsement, Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

\$<<Limit or Not Applicable>> each **Claim**, but in no event exceeding

\$<<Limit or Not Applicable>> in the aggregate for all **Claims**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Death or Disability Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that pursuant to section II. Extended Reporting Periods E. of this Policy, the **Named Insured** has elected a Death or Disability Extended Reporting Period of unlimited months for <<name of Disabled/Deceased Insured>>, which Death or Disability Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section II.
Death or Disability Extended Reporting Period
with Modified Limit of Liability**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Pursuant to section II. Extended Reporting Periods E. of this Policy, the **Named Insured** has elected a Death or Disability Extended Reporting Period of unlimited months for <<name of Disabled/Deceased Insured>>, which Death or Disability Extended Reporting Period shall commence at 12:01 a.m. on <<beginning of ERP>>
2. Solely for purposes of the coverage provided by this endorsement, Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

\$<<Limit or Not Applicable>> each **Claim**, but in no event exceeding

\$<<Limit or Not Applicable>> in the aggregate for all **Claims**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Definitions**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions of the Policy is amended as follows:

III.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section III. C.
Limited Punitive Damages Coverage**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions C. "Damages" of this Policy is deleted in its entirety and replaced with the following:

III. C.: "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:

- 1. civil or criminal fines, sanctions, or penalties imposed by law or otherwise, or
- 2. any matter deemed uninsurable under the law pursuant to which this Policy shall be construed, or
- 3. fees, costs and expenses paid to, incurred or charged by the **Insured**, whether claimed as forfeiture, restitution of specific funds, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing, or
- 4. equitable, non-pecuniary or injunctive relief, or the cost thereof.

Damages also means, where insurable, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied, not to exceed \$ <<to be determined>> for each **Claim**. Such coverage for punitive, exemplary or multiplied damages is part of and not in addition to the Limits of Liability, and any payment of such damages shall serve to reduce the Limits of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such punitive, exemplary or multiplied damages are insurable under this Policy, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- 1. those damages were awarded or imposed, or
- 2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
- 3. the **Insured** resides, is incorporated or has its principal place of business, or
- 4. the **Insurer** is incorporated or has its principal place of business.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. F.
Addition of Insured**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions F. "**Insured**" of this Policy is amended by the addition of the following:

III. F.: It is further understood and agreed that **Insured** shall also include any person listed below, but solely for any **Wrongful Act** which occurred on or subsequent to the Effective Date indicated below and solely while acting within the scope of their duties on behalf of the **Named Insured**.

<u>Additional Insured</u>	<u>Effective Date:</u>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. F.
Deletion of Insured**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions F. "**Insured**" of this Policy is amended by the addition of the following:

III. F.: It is further understood and agreed that **Insured** shall not include <<insert name here>> on or after <<insert date here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. F.
Addition of Insured
with Past Acts Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions F. "**Insured**" of this Policy is amended by the addition of the following:

III. F.: It is further understood and agreed that **Insured** shall also include any person and/or entity listed below, but solely for any **Wrongful Act** which occurred subsequent to the Past Acts Date indicated below and solely while acting within the scope of their duties on behalf of the **Named Insured**.

<u>Additional Insured</u>	<u>Past Acts Date:</u>
<< Individual's / Entity's Name >>	<< Past Acts Date >>
<< Individual's / Entity's Name >>	<< Past Acts Date >>
<< Individual's / Entity's Name >>	<< Past Acts Date >>
<< Individual's / Entity's Name >>	<< Past Acts Date >>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Past Acts Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the Past Acts Date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. F.
Addition of Insured
with Other Entity Coverage**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions F. "Insured" of this Policy is amended by the addition of the following:

III. F.: It is further understood and agreed that **Insured** shall also include any person listed below, but solely for any **Wrongful Act** which occurred on or subsequent to the Effective Date indicated below and solely while acting within the scope of their duties on behalf of the **Named Insured** or <<insert other entity>>.

<u>Additional Insured</u>	<u>Effective Date:</u>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>
<< Individual's Name >>	<< Effective Date >>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section III. F.
Deletion of Non-Affiliated Person or Entity**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions F. "**Insured**" of this Policy is deleted in its entirety and replaced with the following:

III. F.: "**Insured**" means:

1. the **Named Insured** and any **Predecessor Firm**;
2. any individual or professional corporation who is or becomes a partner, officer, director, stockholder, or employee of the **Named Insured**, but solely while acting within the scope of their duties on behalf of the **Named Insured**;
3. any individual or professional corporation who was a partner, officer, director, stockholder, or employee of the **Named Insured** or **Predecessor Firm**, but solely while acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**;
4. the heirs, executors, administrators, and legal representatives of each **Insured** in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each **Insured** as otherwise covered by this Policy;
5. a lawful spouse or **Domestic Partner** of any **Insured**, but only with respect to a **Claim** against such spouse or **Domestic Partner** for a **Wrongful Act** actually or allegedly committed by the **Insured** provided that the same counsel represents such **Insured** and his or her spouse or **Domestic Partner** in such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. K.
Addition of Predecessor Firm
with Past Acts Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions K. "**Predecessor Firm**" of this Policy is amended by the addition of the following:

III. K.: It is further understood and agreed that **Predecessor Firm** shall also include the following:

Predecessor Firm	<u>Past Acts Date:</u>
<<list Predecessor Firm(s) here>>	<< Past Acts Date >>
<<list Predecessor Firm(s) here>>	<< Past Acts Date >>
<<list Predecessor Firm(s) here>>	<< Past Acts Date >>
<<list Predecessor Firm(s) here>>	<< Past Acts Date >>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Past Acts Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the Past Acts Date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III. K.
Deletion of Predecessor Firm**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions K. "**Predecessor Firm**" of this Policy is amended by the addition of the following:

III. K.: It is further understood and agreed that **Predecessor Firm** shall not include the following:

<<list Predecessor Firm(s) here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Life Insurance Agent Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions L. "**Professional Services**" of this Policy is amended by the addition of the following:
 - III. L.: "**Professional Services**" also means services performed by an **Insured** as a **Life Insurance Agent**, but solely when such services are performed on behalf of the **Named Insured** or a **Predecessor Firm**, unless such **Predecessor Firm** is an **Insurance Agency**, and provided that the **Insured** is appropriately licensed by the state in which they are doing business; provided, however, that in all events, coverage as is afforded with respect to **Professional Services** shall only apply for such services performed by an **Insured**:
 - a. for remuneration inuring to the benefit of the **Named Insured** or a **Predecessor Firm**, or
 - b. on a pro bono basis, but solely if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or a **Predecessor Firm** approved the performance of such services without a fee.

2. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions of this Policy is amended by the addition of the following:
 - III.: "**Insurance Agency**" means an entity doing business for compensation either independently or directly with any insurance company as an agent or broker for the placement of insurance products.
 - III.: "**Life Insurance Agent**" means an **Insured** who is conducting business as either an agent or broker for the placement of fixed annuities, including Individual Retirement Annuities or life, accident, health and/or disability insurance policies.

3. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions K. of this Policy is deleted in its entirety and replaced with the following:
 - IV. K.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the promotion, sale or solicitation of any security, tax shelter, or real estate;

4. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Insured** gaining in fact any profit or advantage to which such **Insured** was not legally entitled;
 - IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any pension, welfare or benefit plan organized for the benefit of employees of the **Named Insured**;
 - IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any viatical or life settlements or contracts or viatical investment pools or any securities (as defined in the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and the Investment Advisers Act of 1940, and any amendments thereto) backed by viatical settlements, commodities, commodity future contracts, or option contracts;
 - IV. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any offering, sale or servicing of any structured settlement; provided, however, this exclusion shall not apply to a **Claim** solely based upon or arising out of the selling or servicing of fixed annuities, including Individual Retirement Annuities or life, accident, health and disability insurance policies utilized to fund a structured settlement;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any conversion, commingling, or improper use of funds or property;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving the **Insured's** activities as a manager of all or part of the insurance business of an insurer, including the management of a separate division, department, or underwriting office, whether known as a managing general agent, managing underwriter, program administrator or other similar term;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving the **Insured's** inability or refusal to pay or collect premium, claim or tax monies;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving any governmental intervention, cease and desist order, or the insolvency, receivership, bankruptcy or inability to pay any of any organization in which the **Insured** has, directly or indirectly, placed or obtained insurance coverage, or in which the **Insured** has, directly or indirectly, placed the funds of a client or account;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving the actual or alleged sale, attempted sale or servicing of any coverage, alleged coverage, or plan placed with any form of Multiple Employer Welfare Arrangement as defined by the Employment Retirement Income Securities Act of 1974, as amended;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
 - 2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.
- 5. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.
- 6. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:
 - V. D.: The **Insurer** shall only be liable for the amount of **Damages** and/or **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Named Insured**, with regard to all **Damages** and/or **Claims Expense** under the coverage provided by this endorsement:
 Applicable Deductible: \$<<insert Deductible>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Real Estate Agent Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions L. "**Professional Services**" of this Policy is amended by the addition of the following:
 - III. L.: "**Professional Services**" also means services performed by an **Insured** as a **Real Estate Agent**, but solely when such services are performed on behalf of the **Named Insured** or a **Predecessor Firm**, and provided that the **Insured** is appropriately licensed by the state in which they are doing business;

provided, however, that in all events, coverage as is afforded with respect to **Professional Services** shall only apply for such services performed by an **Insured**:

 - a. for remuneration inuring to the benefit of the **Named Insured** or a **Predecessor Firm**, or
 - b. on a pro bono basis, but solely if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or a **Predecessor Firm** approved the performance of such services without a fee.

2. Solely for the purposes of the coverage provided by this endorsement, Section III. Definitions of this Policy is amended by the addition of the following:
 - III.: "**Real Estate Agent**" means an **Insured** who is conducting business as either an agent or broker in the sale of commercial or residential real estate.

3. Solely for the purposes of the coverage provided by this endorsement, Section IV. Exclusions K. of this Policy is deleted in its entirety and replaced with the following:
 - IV. K.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the promotion, sale or solicitation of any security, tax shelter, insurance, or investment, or any **Insured's** activities or capacity as a Broker or Dealer as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934;

4. Solely for the purposes of the coverage provided by this endorsement, Section IV. Exclusions of this Policy is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving the **Insured's** inability or refusal to pay or collect premium, claim or tax monies;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving any real property or personal property in which any **Insured** currently has, previously had or plans to have a direct or indirect ownership interest;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving any real property constructed or developed, in whole or in part, by any **Insured** or which any **Insured** plans to construct or develop in whole or in part;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving disputes involving the cost of correcting or performing, re-performing or completing any **Professional Services** by the **Insured** or another party when the **Insured** has the capability to correct, perform, re-perform the activity that generated the costs;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving lead, whether or not the lead was at any time, airborne as a particle; contained in or formed a part of a product, structure or other real or personal property; ingested or inhaled or transmitted in any fashion; or found in any form whatsoever. This exclusion also applies to any regulation, request, demand or order (or any failure to comply with any regulation, request, demand or order) that any Insured or others disclose, test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead;
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving discrimination in actual or alleged violation of Title VIII of the Civil Rights Act of 1968 or the Fair Housing Act, as amended or any similar state or local law or ordinance on the basis of age, sex, race, color, religion, disability, marital status, pregnancy, national origin, HIV or AIDS, sexual origin or sexual orientation;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any involving any federal, state or local governmental body, quasi-governmental authority or other regulatory authority or agency or any professional or trade licensing organization; provided, however, this exclusion shall not apply to any **Claim** alleging a **Wrongful Act** in providing **Professional Services** to such body, agency or organization;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
 2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.
- 5. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.
- 6. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:
 - V. D.: The **Insurer** shall only be liable for the amount of **Damages** and/or **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Insured**, with regard to all **Damages** and/or **Claims Expense** under the coverage provided by this endorsement:
 Applicable Deductible: \$<<insert Deductible>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Employee Benefit Plan Fiduciary Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions L. "**Professional Services**" of this Policy is amended by the addition of the following:
 - III. L.: "**Professional Services**" also means services performed by an **Insured** as a **Benefit Plan Fiduciary**, but solely when such services are performed on behalf of the **Named Insured** or a **Predecessor Firm**, and provided that the **Insured** is appropriately licensed by the state in which they are doing business; provided, however, that in all events, coverage as is afforded with respect to **Professional Services** shall only apply for such services performed by an **Insured**:
 - a. for remuneration inuring to the benefit of the **Named Insured** or a **Predecessor Firm**, or
 - b. on a pro bono basis, but solely if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or a **Predecessor Firm** approved the performance of such services without a fee.

2. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions of this Policy is amended by the addition of the following:
 - III.: "**Benefit Plan Fiduciary**" means any **Insured** while exercising discretionary authority or discretionary control:
 1. with respect to the management of an **Employee Benefit Plan(s)**;
 2. with respect to the disposition of the assets of an **Employee Benefit Plan(s)**, including but not limited to purchasing or selling investments on behalf of an **Employee Benefit Plan(s)**; or
 3. in the administration of an **Employee Benefit Plan(s)**.
 - III.: "**Employee Benefit Plan(s)**" means the employee benefit plans listed below, but only with respect to the **Employee Benefit Plan's** respective Effective Date:

Employee Benefit Plan(s)	Effective Date:
<< Employee Benefit Plan Name >>	<< Effective Date >>
<< Employee Benefit Plan Name >>	<< Effective Date >>
<< Employee Benefit Plan Name >>	<< Effective Date >>

3. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions E. of this Policy does not apply to the **Employee Benefit Plans** listed above.

4. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. the actual or alleged discrimination in the administration of any **Employee Benefit Plan(s)** or acceptance of participation in any **Employee Benefit Plan(s)**, or
 2. the failure to collect contributions owed to any **Employee Benefit Plan(s)** or for the return of any contributions to an employer if such amounts are or could be chargeable to any **Employee Benefit Plan(s)**, or
 3. any benefits paid or payable to a participant or beneficiary of any **Employee Benefit Plan(s)** if such benefits are paid or may lawfully be paid from the funds of the **Employee Benefit Plan(s)**, or
 4. any actual or alleged failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits, or
 5. any actual or alleged failure or omission to effect and maintain insurance or bonding for **Employee Benefit Plan(s)** property or assets, or
 6. the bankruptcy or suspension of payment by any bank, banking firm or other financial institution or by any broker/dealer in securities or commodities.
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

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1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the Effective Date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Eldercare Services Bodily Injury Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions of this Policy is amended by the addition of the following:
 - III.: **"Eldercare Services"** means non-financial services that assist the elderly and their families and family advisors determine, manage, and monitor elderly client personal care and housing needs.
2. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions D. of this Policy is deleted in its entirety and replaced with the following:
 - IV.D.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. physical injury to or destruction of any tangible property, including the loss of use thereof; provided, however, this exclusion shall not apply to client records in the care, custody or control of any **Insured**, or
 2. bodily injury, sickness, disease, death, assault or battery of any person; provided however, this exclusion does not apply to any **Eldercare Services**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Exclusions**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended as follows:

IV.: <<Insert Additional Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Specific Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the matter described in <<specifically describe matter to be excluded here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Specific Question Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any fact, circumstance, situation, transaction or event set forth in the **Insured's** response to Question(s) no. <<insert question number(s) here>> set forth in the <<insert MLM Carrier name here>> Insurance Company Proposal Form <<insert Proposal Form number, including edition date, here>> signed and dated <<insert date here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. B.
Modified Other Entity Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions B. of this Policy is deleted in its entirety and replaced by the following exclusion:

IV. B.: by, on behalf of, or in the right of any **Insured**, or in the right of any business enterprise, not named in Item 1. of the Declarations if any **Insured** owns more than <<insert percentage here>> percent interest, or in which any **Insured** is an owner, partner or employee, or which is directly or indirectly controlled, operated, or managed by any **Insured**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. B.
Exceptions to Other Entity Exclusion
with Past Acts Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section IV. Exclusions B. of this Policy is deleted in its entirety and replaced with the following:
 - IV. B.: by, on behalf of, or in the right of any **Insured**, or in the right of any business enterprise, not named in Item 1. of the Declarations if any **Insured** owns more than a 10 percent interest, or in which any **Insured** is an owner, partner, or employee, or which is directly or indirectly controlled, operated, or managed by any **Insured**; provided, however, this exclusion shall not apply to the Accepted Organizations listed below:

Accepted Organization(s)	Past Acts Date
<< Organization's Name >>	<< Past Acts Date >>
<< Organization's Name >>	<< Past Acts Date >>
<< Organization's Name >>	<< Past Acts Date >>
<< Organization's Name >>	<< Past Acts Date >>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any **Wrongful Act** which occurred on or before the Past Acts Date indicated above, or
 2. any **Wrongful Act** occurring on or subsequent to the Past Acts Date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. G.
For Pollution / Nuclear Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions G. of this Policy is deleted in its entirety and replaced with the following:

IV. G.: for any actual or alleged seepage, pollution, nuclear reaction, radiation or contamination of any kind;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Modification to Section IV. G.
Pollution / Nuclear Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions G. of this Policy is deleted in its entirety.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Fee Dispute Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any fees, charges or other compensation charged by or paid to the **Insured** for **Professional Services**, including but not limited to any **Claim** by any person or entity which any **Insured** has sued or threatened to sue for fees where such **Claim** relates to the same representation or matter which is the basis of the **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Area of Practice Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Professional Services** rendered by any **Insured** in the <<insert excluded area of practice>> area of practice.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Individual Services Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert name of individual(s) here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Specific Client Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render any **Professional Services** for <<specific Person or Entity>>, or any of its parents, subsidiaries, affiliates, predecessors, successors, assigns or any past, present or future officers, directors, agents, employees or shareholders thereof.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Publicly Traded Company Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render any **Professional Services** to any publicly traded company.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Personal Profit Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the gaining of any profit or advantage to which an **Insured** was not legally entitled.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Past Acts Exclusion Specific Exposure**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
 2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,
- with respect to **Damages** or **Claims Expense** <<insert specific "based upon" or "for" exclusionary language here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Known Wrongful Act Exclusion Specific Exposure**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**, with respect to **Damages** or **Claims Expense** <<insert specific "based upon" or "for" exclusionary language here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Past Acts Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Past Acts Exclusion Excess Limit of Liability**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
 2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,
- with respect to the Limit of Liability \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Known Wrongful Act Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Total SEC Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations promulgated thereunder or any similar state statutes, rules, regulations or common law.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Total Securities Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations promulgated thereunder, the Trust Indenture Act of 1939, the Investment Advisors Act of 1940 or any state Blue Sky or any similar state statutes, rules, regulations or common law, or any **Professional Services** involving in any way, any state or municipal financing or bonds.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Sarbanes-Oxley Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of any obligation under the Sarbanes-Oxley Act of 2002 or any rules or regulations promulgated thereunder, or any rule issued by the Public Company Accounting Oversight Board; provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Securities Services Non Public Client Audit Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
- a. the Securities Act of 1933, or
 - b. the Securities Exchange Act of 1934, or
 - c. Energy Policy Act of 2005, or
 - d. the Trust Indenture Act of 1939, or
 - e. the Investment Company Act of 1940, or
 - f. the Investment Advisors Act of 1940, or
 - g. any state Blue Sky law, or
 - h. any **Professional Services** involving in any way, any state or municipal financing or bonds;
- and any rules or regulations promulgated thereunder or any similar state statutes, rules, regulations or common law.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Retirement Plan Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any retirement plan design or amendment, unless that plan or amendment is IRS qualified or approved, or is the subject of a favorable determination letter, or
 2. any retirement plan actuarial services, except for any **Claim** that arises out of calculating benefits or determining eligibility for a qualified retirement plan for which actuarial knowledge, skill or training is not necessary.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V.
Limits of Liability and Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible of this Policy is amended as follows:

V.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section V.
Addition of Co-Insurance**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible of this Policy is amended by the addition of the following:

V.: With respect to **Damages** and **Claims Expense**, the **Insurer** shall be liable to pay <<insert percentage negotiated>> percent of such **Damages** and/or **Claims Expense** excess of the Applicable Deductible amount stated in Item 4. of the Declarations up to the Limits of Liability stated in Item 3. of the Declarations, it being a condition of this insurance that the remaining <<insert percentage negotiated>> percent of such **Damages** and/or **Claims Expense** shall be borne by the **Insureds** at their own risk.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V.
Non-Stacking of Limits**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductibles of this Policy is amended by the addition of the following:

- V.: If any **Claim** is covered under this Policy and under one or more other policies issued by the **Insurer** or any of its affiliates, then:
1. the **Insurer** shall not be liable under this Policy for a greater proportion of the **Damages** and/or **Claims Expense** from such **Claim** than the applicable Limit of Liability under this Policy bears to the total Limit of Liability of all such other policies; and
 2. subject to the Limit of Liability of this Policy, the maximum liability of the **Insurer** and its affiliates under this Policy and all such other policies combined shall be the amount of the highest available Limit of Liability.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V.
Waiver of Deductible if No Liability Obtained**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions of this Policy is amended by the addition of the following:

III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:

1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductible of this Policy is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Claims Expense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

1. there is a determination of **No Liability**; or
2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Claims Expense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Claims Expense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. A.
Sub-Limit Specific Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductibles A. of this Policy is amended by the addition of the following:

V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense**, solely with respect to endorsement <<insert number of endorsement affected>> of the Policy, which amount shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. A.
Sub-Limit Specific Exposure**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:

V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense** <<insert specific "based upon" or "for" exclusionary language here>>, which amount shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. A.
Shared Limit**

In consideration of the issuance of Policy number <<insert policy number of this insured>>, it is understood and agreed that section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:

V. A.: In the event any **Claim** is made against the **Insureds** which is covered in whole or in part under both this Policy and Policy number <<insert the policy number of the other policy>> issued by the **Insurer** to <<insert name of insured>>, the Limits of Liability stated in Item 3. of the Declarations shall be reduced both by payment of **Damages** and **Claims Expense** under this Policy and by payment of loss under Policy number <<insert the policy number of the other policy>>. In the event the Limits of Liability stated in Item 3. of the Declarations is exhausted by payment of **Damages** and **Claims Expense** under this Policy and/or payment of loss under Policy number <<insert the policy number of the other policy>>, any and all obligations of the **Insurer** under this Policy shall be deemed to be completely fulfilled and extinguished.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. A.
Area of Practice Sub-Limit**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:

V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert area of practice here>> area of practice, which amount shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. A.
Specific Client Sub-Limit**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:

V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert specific client name here>>, which amount shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V.
Unlimited Claims Expense in Addition to the Limits of Liability**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section V. Limits of Liability and Deductible A., B. and C. of this Policy are deleted in their entirety and replaced with the following:
 - V. A.: The Limits of Liability stated in Item 3. of the Declarations are the limits of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and any Extended Reporting Period(s) that may apply. The Limits of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the Limits of Liability stated in Item 3. of the Declarations. In the event the Limits of Liability stated in Item 3. of the Declarations are exhausted by payment of **Damages**, or have been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
 - V. B.: The maximum Limit of Liability for all **Damages** arising out of all **Claims** under this Policy shall not exceed the aggregate Limit of Liability stated in Item 3. B. of the Declarations.
 - V. C.: **Claims Expense** shall first be applied against the Deductible and shall be separate and in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. Payment of **Claims Expense** shall not reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
2. For the purposes of the coverage provided by this endorsement only, section V. Supplemental Coverages I. is deleted in its entirety.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V.
Limited Claims Expense in Addition to Limits of Liability**

In consideration of the premium paid for Policy, it is understood and agreed that:

1. Section V. Limits of Liability and Deductible A., B. and C. of this Policy are deleted in their entirety and replaced with the following:
 - V. A.: The Limits of Liability stated in Item 3. of the Declarations are the limits of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and any Extended Reporting Period(s) that may apply. The Limits of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the Limits of Liability stated in Item 3. of the Declarations. In the event the Limits of Liability stated in Item 3. of the Declarations are exhausted by payment of **Damages**, or have been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
 - V. B.: The maximum Limit of Liability for all **Damages** arising out of all **Claims** under this Policy shall not exceed the aggregate Limit of Liability stated in Item 3. B. of the Declarations.
 - V. C.: **Claims Expense** shall first be applied against the Deductible and shall be separate and in addition to the applicable Limits of Liability stated in Item 3. of the Declarations up to a maximum aggregate Limit of Liability of \$<<insert amount>>. In the event the limit applicable to **Claims Expense** is exhausted prior to the conclusion of any **Claim** then any and all obligations of the **Insurer** with regard to **Claims Expense** shall be deemed to be completely fulfilled and extinguished.
2. For the purposes of the coverage provided by this endorsement only, section V. Supplemental Coverages I. is deleted in its entirety.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V.
Claims Expense Limit of Liability in Addition to Limits of Liability**

In consideration of the premium paid for Policy, it is understood and agreed that:

1. Section V. Limits of Liability and Deductible A., B. and C. of this Policy are deleted in their entirety and replaced with the following:
 - V. A.: The Limits of Liability stated in Item 3. of the Declarations are the limits of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and any Extended Reporting Period(s) that may apply. The Limits of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the Limits of Liability stated in Item 3. of the Declarations. In the event the Limits of Liability stated in Item 3. of the Declarations are exhausted by payment of **Damages**, or have been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
 - V. B.: The maximum Limit of Liability for all **Damages** arising out of all **Claims** under this Policy shall not exceed the aggregate Limit of Liability stated in Item 3. B. of the Declarations.
 - V. C.: **Claims Expense** shall first be applied against the Deductible and shall be separate and in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. The applicable Limit of Liability for **Claims Expense** shall be equal to 100 percent of the Limits of Liability set forth in Item 3. of the Declarations. In the event the limit applicable to **Claims Expense** is exhausted prior to the conclusion of any **Claim** then any and all obligations of the **Insurer** with regard to **Claims Expense** shall be deemed to be completely fulfilled and extinguished.
2. For the purposes of the coverage provided by this endorsement only, section V. Supplemental Coverages I. is deleted in its entirety.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. C. and D.
Damages Only Deductible with Aggregate Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that:

- 1. Section V. Limits of Liability and Deductible C. and D. of this Policy are deleted in their entirety and replaced with the following:
 - V. C.: **Claims Expense** shall not be applied against the Deductible and shall be part of and not in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. Payment of **Claims Expense** shall reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
 - V. D.: The Deductible amount stated in Item 4. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim** for **Damages**. The **Insurer** shall only be liable for the amount of **Damages** arising from a **Claim** which is in excess of the Deductible amount stated in Item 4. of the Declarations.
 The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim**, but in no event exceeding \$<<insert amount of aggregate Deductible>> in the aggregate for all **Claims**.
 Such amounts shall, upon written demand by the **Insurer**, be paid by the **Named Insured** within 30 days. If the **Named Insured** fails to pay the Deductible, then all the **Insureds** shall be jointly and severally obligated to pay the Deductible. Any funds advanced by the **Insurer** shall serve to reduce the Limits of Liability. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the Deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Modification to Section V. C. and D.
Damages Only Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that:

- 1. Section V. Limits of Liability and Deductible C. and D. of this Policy are deleted in their entirety and replaced with the following:
 - V. C.: **Claims Expense** shall not be applied against the Deductible and shall be part of and not in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. Payment of **Claims Expense** shall reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
 - V. D.: The Deductible amount stated in Item 4. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim** for **Damages**. The **Insurer** shall only be liable for the amount of **Damages** arising from a **Claim** which is in excess of the Deductible amount stated in Item 4. of the Declarations.

Such amounts shall, upon written demand by the **Insurer**, be paid by the **Named Insured** within 30 days. If the **Named Insured** fails to pay the Deductible, then all the **Insureds** shall be jointly and severally obligated to pay the Deductible. Any funds advanced by the **Insurer** shall serve to reduce the Limits of Liability. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the Deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. C.
Shared Claims Expense**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible C. of this Policy is amended by the addition of the following:

V. C.: Notwithstanding the foregoing, the **Insurer** shall pay <<insert percent negotiated here>> percent of the **Claims Expense**, in excess of the Deductible amount stated in Item 4. of the Declarations, up to the Limits of Liability stated in Item 3. of the Declarations. The **Named Insured** shall bear the remaining <<insert percent negotiated here>> percent of **Claims Expense** at their own risk.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V.
Wrap Around Claims Expense and Damages Only Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section V. Limits of Liability and Deductible C. and D. of this Policy are deleted in their entirety and replaced with the following:
 - V. C.: **Claims Expense** shall not be applied against the Deductible and shall be separate and in addition to the applicable Limits of Liability stated in Item 3. of the Declarations up to a maximum aggregate Limit of Liability of \$<<insert amount>>. In the event that payment of **Claims Expense** exceeds this Limit of Liability, then payment of **Claims Expense** shall reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
 - V. D.: The Deductible amount stated in Item 4. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim** for **Damages**. The **Insurer** shall only be liable for the amount of **Damages** arising from a **Claim** which is in excess of the Deductible amount stated in Item 4. of the Declarations.

Such amounts shall, upon written demand by the **Insurer**, be paid by the **Named Insured** within 30 days. If the **Named Insured** fails to pay the Deductible, then all the **Insureds** shall be jointly and severally obligated to pay the Deductible. Any funds advanced by the **Insurer** shall serve to reduce the Limits of Liability. If the **Insurer** brings suit to collect the Deductible, then the **Insured** responsible to pay the Deductible also shall pay the legal fees, costs and expenses incurred by the **Insurer** to collect the Deductible.
2. For the purposes of the coverage provided by this endorsement only, section V. Supplemental Coverages I. is deleted in its entirety.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Maintenance Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim**, but in no event exceeding \$<<insert amount of aggregate Deductible>> in the aggregate for all **Claims**. Thereafter the amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Addition of Aggregate Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim**, but in no event exceeding \$<<insert amount of aggregate Deductible>> in the aggregate for all **Claims**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Area of Practice Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert area of practice here>> area of practice.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Fee Dispute Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the **Insured's** demand for fees.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Specific Insured Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<individual accountant or Insured name here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section V. D.
Specific Client Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

V. D.: The amount of \$<<insert amount of Deductible each Claim>> shall be the applicable Deductible for each **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert specific client name here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. E.
Modified Reduced Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible E. of this Policy is deleted in its entirety and replaced by the following:

V. E.: The Deductible amount stated in item 4. of the Declarations shall be reduced by <<insert percentage negotiated>> percent, up to a maximum of <<insert \$ max. reduction>>, when the **Insured** seeks resolution of a covered **Claim** by participation in formal mediation or non-binding arbitration proceedings with the consent of the **Insurer**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. F.
Supplemental Coverages**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible F. of this Policy is deleted in its entirety and replaced by the following:

V. F.: up to a maximum aggregate limit of \$<<insert dollar amount>> per **Policy Period** for all **Insureds** for reasonable legal fees, costs and expenses resulting from the investigation or defense of an **Insured** in a proceeding before a state licensing board or similar authority arising out of any **Wrongful Act** by such **Insured**, but only if such legal fees, costs, or expenses are incurred after notice is first received by the **Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period**. The Deductible shall not apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. G.
Supplemental Coverages**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible G. of this Policy is deleted in its entirety and replaced by the following:

V. G.: up to \$<<insert dollar amount>> for actual loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Insurer's** written request, at a trial, hearing, or arbitration proceeding involving a **Claim** against an **Insured**, up to a maximum aggregate limit of \$<<insert dollar amount>> per **Policy Period** for all **Insureds**. The Deductible shall not apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 3. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. H.
Supplemental Coverages**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible H. of this Policy is deleted in its entirety and replaced by the following:

V. H.: up to <<insert dollar amount>> for expenses incurred with the **Insurer's** prior written consent resulting from subpoenas for documents or testimony including legal advice, legal counsel and the production of documents arising out of any **Wrongful Act** otherwise covered under this Policy. Any notice the **Insured** provides to the **Insurer** of such subpoena shall be deemed a notification of a potential claim under section VII. B. Any such legal fees and expenses incurred by the **Insurer** in responding to such subpoena shall be part of, and not in addition to, the Limits of Liability stated in item 3. of the Declarations. No Deductible will apply to such legal fees and expenses.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section V. I.
Supplemental Coverages**

In consideration of the premium paid for this Policy, it is understood and agreed that section V. Limits of Liability and Deductible I. of this Policy is deleted in its entirety and replaced by the following:

V. I.: an additional <<insert percentage negotiated>> percent of the Limit of Liability stated in Item 3. A. of the Declarations up to a maximum aggregate limit of \$<<insert dollar amount>> per **Policy Period** for **Claims Expense**, but only for a single **Claim** occurring after the aggregate Limit of Liability stated in Item 3. B. of the Declarations is exhausted by payment under this Policy. The Deductible shall not apply to this coverage.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VI.
Defense, Cooperation and Settlements**

In consideration of the premium paid for this Policy, it is understood and agreed that section VI. Defense, Cooperation and Settlements of this Policy is amended as follows:

VI.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VI.
Choice of Legal Counsel**

In consideration of the premium paid for this Policy, it is understood and agreed that section VI. Defense, Cooperation and Settlements of this Policy is amended by the addition of the following:

VI.: In the event the **Insured** reports a **Claim** in accordance with section VII. Notice of Claim and Multiple Claims of this Policy, the **Insurer** and the **Insured** shall agree upon legal counsel to investigate and defend said **Claim**. Such agreement shall not be unreasonably withheld by either the **Insurer** or the **Insured**, however should a dispute arise in such selection, the **Insurer** reserves the right to make the final determination as to the selection of legal counsel.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VI.
Choice of Specific Legal Counsel**

In consideration of the premium paid for this Policy, it is understood and agreed that section VI. Defense, Cooperation and Settlements of this Policy is amended by the addition of the following:

VI.: The **Insurer** agrees to the use of <<insert Law Firm name here>> to act as defense counsel for any **Claim** first made against the **Insured** during the **Policy Period** or any **Extended Reporting Period(s)** that may apply for any **Wrongful Act**, subject to the following:

The **Insurer** agrees to compensate <<insert Law Firm name here>> at a rate of \$<<insert rate per hour>> per hour. The **Insurer** shall not be responsible for any payment to <<insert Law Firm name here>> of any hourly fee above \$<<insert rate per hour>> per hour for any partner, associate, or paralegal. The **Insured** understands and agrees to assume any remainder of the hourly fees over \$<<insert rate per hour>> per hour. Pursuant to section V. of this Policy, the **Insurers** obligation to pay **Damages** and/or **Claims Expense** shall not begin until the Deductible amount as set forth in Item 4. of the Declarations has been satisfied by the **Insured**. Such Deductible shall be computed at the rate per hour agreed above.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VI.
Deletion of Settlement Clause**

In consideration of the premium paid for this Policy, it is understood and agreed that section VI. Defense, Cooperation and Settlements D. of this Policy is deleted in its entirety and replaced with the following:

VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** written consent.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VII.
Notice of Claim and Multiple Claims**

In consideration of the premium paid for this Policy, it is understood and agreed that section VII. Notice of Claim and Multiple Claims of this Policy is amended as follows:

VII.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VII.
Premium Earned if Notice Received**

In consideration of the premium paid for this Policy, it is understood and agreed that section VII. Notice of Claim and Multiple Claims of this Policy is amended by the addition of the following:

VII.: In the event any notices are received as provided for in sections VII. A. and VII. B. of this Policy, then the entire premium for this Policy shall be <<insert percent negotiated>> percent earned as of the Policy inception date.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
General Conditions**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended as follows:

VIII.: <<Insert Additional / Revised Wording here>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Premium Earned at Inception Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended by the addition of the following:

VIII.: The entire premium for this Policy shall be <<insert percent negotiated>> percent earned as of <<the Policy inception date>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Premium Refund Endorsement**

In consideration of your having successfully fulfilled the requirements of the Professional Liability Education Program designated below, the premium paid for this Policy is reduced by \$<<insert premium amount returned>>.

Program Name: _____

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Acceptance of Application(s)**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended by the addition of the following:

VIII.: For the purposes of coverage afforded by this Policy, the term "Proposal Form(s)" or "Renewal Proposal Form(s)" shall mean the written insurance application(s) attached to the Policy for the insurance provided by this Policy and incorporates any written statements and materials attached to the Policy in conjunction therewith.

It is agreed by the **Insureds** that the declarations and statements in the "Proposal Form(s)" or "Renewal Proposal Form(s)" are material and that this Policy is issued in reliance upon the truth and accuracy of such declarations and statements.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. A.
Termination of Policy and Non-Renewal**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions A. of this Policy is deleted in their entirety and replaced with the following:

VIII. A.: Termination of Policy and Non-Renewal

1. This Policy shall terminate at the earliest of the following times:
 - a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
 - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
 - c. at such other time as may be agreed between the **Named Insured** and the **Insurer**; or
 - d. upon written notice by the **Insurer** of cancellation for non-payment of premium.
2. The **Insurer** may not cancel this Policy except for non-payment of any premium when due. The **Insurer** shall provide at least <<in no event less than 10>> days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium.
3. If this Policy is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
4. If the **Insurer** decides not to renew this Policy, the **Insurer** shall provide written notice to the **Named Insured** at least <<in no event less than 60>> days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.
5. Any notices to be given to the **Named Insured** under this section VIII. shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. A.
Termination of Policy, Cancellation and Non-Renewal**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions A. of this Policy is deleted in their entirety and replaced with the following:

VIII. A.: Termination of Policy and Non-Renewal

1. This Policy shall terminate at the earliest of the following times:
 - a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
 - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
 - c. at such other time as may be agreed between the **Named Insured** and the **Insurer**; or
 - d. upon written notice by the **Insurer** of cancellation for non-payment of premium.

2. The **Insurer** may cancel this Policy:
 - a. for non-payment of any premium when due. The **Insurer** shall provide at least <<in no event less than 10>> days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium.
 - b. for any other reason by providing the **Named Insured** with written notice stating when, not less than <<in no event less than 20>> days thereafter, the cancellation shall be effective. Notice by the **Insurer** may be provided by certified mail, or other first class mail, at the address stated in Item 1. of the Declarations, or by delivery. The mailing of notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by or on behalf of the **Insurer**, the **Insurer** shall retain the pro-rata portion of the premium. Payment or tender by the **Insurer** of any unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

3. If this Policy is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

4. If the **Insurer** decides not to renew this Policy, the **Insurer** shall provide written notice to the **Named Insured** at least <<in no event less than 60>> days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.

5. Any notices to be given to the **Named Insured** under this section VIII. shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. D.
Changes in Exposure**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions D. Changes in Exposure of this Policy is deleted in its entirety and replaced with the following:

VIII. D.: Changes in Exposure

If during this **Policy Period** the **Named Insured** shall consolidate or merge with or into, or sell all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert (herein referred to as "Transaction") then, this Policy shall continue in full force and effect as to any **Wrongful Acts** fully occurring prior to the Transaction, but there shall be no coverage afforded by any provision of this Policy for any actual or alleged **Wrongful Acts** occurring after the Transaction. This Policy may not be cancelled following a Transaction and the entire premium for this Policy shall be deemed fully earned as of the Transaction. The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than <<insert days negotiated>> days after the Transaction.

If during the **Policy Period** there is a <<insert percentage negotiated>> percent or greater change in the **Named Insured's** total accountant population, then the **Named Insured** shall give the **Insurer** written notice of such changes as soon as practicable but not later than <<insert days negotiated>> days after the effective date of such change; provided, however, that this provision shall not apply if the **Named Insured** had less than <<insert number negotiated>> accountants who met the definition of **Insured** at the Policy inception date. The **Named Insured** shall accept any premium adjustment or coverage revisions which the **Insurer** may require.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section VIII. D.
Changes in Exposure Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions K. "**Predecessor Firm**" of this Policy is deleted in its entirety and replaced with the following:

III. K.: "**Predecessor Firm**" means any corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association to whose financial assets and liabilities the **Named Insured** is the majority successor in interest.

2. Solely for the purposes of the coverage provided by this endorsement, section VIII. General Conditions D. Changes in Exposure of this Policy is amended by the addition of the following:

VIII. D.: Changes in Exposure

If during this **Policy Period** the **Named Insured** shall acquire or purchase the assets of a corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association, and as a result such corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association becomes a **Predecessor Firm** under this Policy, then this Policy shall provide coverage pursuant to its terms, conditions, limitations and exclusions:

1. automatically for any corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association with <<insert accountant size threshold here>> or less full time accountants and total annual fiscal year revenue equal to or less than \$<<insert revenue threshold here>>, or
2. for any corporation, individual, limited liability corporation, limited liability partnership, partnership, or professional association with more than <<insert accountant size threshold here>> full time accountants or total annual fiscal year revenue in excess of \$<<insert revenue threshold here>>, but only upon the condition that within <<insert days negotiated>> days of it becoming a **Predecessor Firm**, the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Predecessor Firm** and agreed to any additional premium and/or amendment of the provisions of this Policy required by the **Insurer** relating to such new **Predecessor Firm**. Further, coverage as shall be afforded to the **Predecessor Firm** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Predecessor Firm**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Automatic Renewal of Policy**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended by the addition of the following:

- VIII.: The **Named Insured** shall be entitled to purchase a one year renewal of this Policy on the same terms (other than this endorsement) and conditions as this Policy (other than the **Policy Period**) for a guaranteed renewal premium change, based upon the number of accountants at the Policy inception date as a per accountant rate of no more than 100 percent of the per accountant rate charged for the expiring **Policy Period**; provided, however, the **Insurer** shall not be required to renew this Policy on the same terms and conditions as this Policy if:
1. any **Claim** has been made or any written notice of circumstances has been given under section VII. during the **Policy Period** of this Policy;
 2. during the **Policy Period**, the **Named Insured** has:
 - a. consolidated with or merged into, or sold all or substantially all of its assets to any person or entity or group of persons and/or entities acting in concert; or
 - b. been adjudicated bankrupt, or insolvent, or made an assignment for the benefit of creditors, or a bankruptcy petition has been filed to have the **Named Insured** adjudicated bankrupt and the matter is still pending at the expiration of the **Policy Period**;
 3. this Policy has been cancelled;
 4. a change in the applicable law or insurance regulations has occurred or insurance regulatory action has been undertaken by the applicable State Insurance Department which prevents the **Insurer** from issuing a renewal Policy on the same terms and conditions as this Policy;
 5. the **Insurer** has not received a completed Renewal Proposal Form and other underwriting information required to underwrite the renewal on a timely basis;
 6. all premium and Deductibles owed to the **Insurer** have not been paid in full;
 7. a material change in the risk has occurred during the **Policy Period**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Guaranteed Renewal of Policy**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended by the addition of the following:

VIII.: The **Named Insured** shall be entitled to purchase a one year renewal of this Policy on the same terms (other than this endorsement) and conditions as this Policy (other than the **Policy Period**) for a guaranteed renewal premium change, based upon the number of accountants at the Policy inception date as a per accountant rate of no more than 100 percent of the per accountant rate charged for the expiring **Policy Period**; provided, however, the **Insurer** shall not be required to renew this Policy on the same terms and conditions as this Policy if:

1. during the **Policy Period**, the **Named Insured** has:
 - a. consolidated with or merged into, or sold all or substantially all of its assets to any person or entity or group of persons and/or entities acting in concert; or
 - b. been adjudicated bankrupt, or insolvent, or made an assignment for the benefit of creditors, or a bankruptcy petition has been filed to have the **Named Insured** adjudicated bankrupt and the matter is still pending at the expiration of the **Policy Period**;
2. this Policy has been cancelled;
3. a change in the applicable law or insurance regulations has occurred or insurance regulatory action has been undertaken by the applicable State Insurance Department which prevents the **Insurer** from issuing a renewal Policy on the same terms and conditions as this Policy;
4. the **Insurer** has not received a completed Renewal Proposal Form and other underwriting information required to underwrite the renewal on a timely basis;
5. all premium and Deductibles owed to the **Insurer** have not been paid in full.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section VIII.
Limited Guaranteed Renewal of Policy**

In consideration of the premium paid for this Policy, it is understood and agreed that section VIII. General Conditions of this Policy is amended by the addition of the following:

- VIII.: The **Named Insured** shall be entitled to purchase a one year renewal of this Policy on the same terms (other than this endorsement) and conditions as this Policy (other than the **Policy Period**) for a guaranteed renewal premium change, based upon the number of accountants at the Policy inception date as a per accountant rate of no more than 100 percent of the per accountant rate charged for the expiring **Policy Period**; provided, however, the **Insurer** shall not be required to renew this Policy on the same terms and conditions as this Policy if:
1. any **Claim** has been made or any written notice of circumstances has been given under section VII. during the **Policy Period** of this Policy;
 2. during the **Policy Period**, the **Named Insured** has:
 - a. consolidated with or merged into, or sold all or substantially all of its assets to any person or entity or group of persons and/or entities acting in concert; or
 - b. been adjudicated bankrupt, or insolvent, or made an assignment for the benefit of creditors, or a bankruptcy petition has been filed to have the **Named Insured** adjudicated bankrupt and the matter is still pending at the expiration of the **Policy Period**;
 3. this Policy has been cancelled;
 4. a change in the applicable law or insurance regulations has occurred or insurance regulatory action has been undertaken by the applicable State Insurance Department which prevents the **Insurer** from issuing a renewal Policy on the same terms and conditions as this Policy;
 5. the **Insurer** has not received a completed Renewal Proposal Form and other underwriting material required to underwrite the renewal on a timely basis;
 6. all premium and Deductibles owed to the **Insurer** have not been paid in full.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Two Year Policy Period Endorsement
Aggregate Limit of Liability Applies on a Policy Period Basis**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the **Policy Period** shall be two years, as shown in Item 2. of the Declarations. For purposes of this endorsement, the first year of the **Policy Period** shall be referred to as "Policy Year 1", and the second year of the **Policy Period** shall be referred to as "Policy Year 2".

It is further agreed that the following additional terms and conditions shall apply:

1. Premium Payment Schedule

It is agreed that the Premium stated in Item 5. of the Declarations is payable by the **Named Insured** as follows:

	Premium Amount	Premium Due Date
Policy Year 1	\$ _____	_____
Policy Year 2	\$ _____	_____

2. Limit of Liability Applies on a **Policy Period** Basis

It is understood and agreed that the aggregate Limit of Liability stated in section V. Limits of Liability and Deductible B. of this Policy and Item 3. B. of the Declarations, shall be the total aggregate Limit of Liability for all **Claims** first made and reported to the **Insured** during the two year **Policy Period** stated in Item 2. of the Declarations.

It is further understood and agreed that there shall be a single aggregate Limit of Liability for both Policy Year 1 and Policy Year 2.

3. Separate Deductible for each Policy Year

It is understood and agreed that the Deductible stated in Item 4. of the Declarations shall be applicable separately to both Policy Year 1 and Policy Year 2.

4. Extended Reporting Period

For purposes of determining the appropriate premium for the Extended Reporting Period provided in section II. Extended Reporting Period of the Policy, that premium shall be calculated based upon the premium amount which is attributable to Policy Year 1 of this Policy, regardless of when this Policy terminates or when the Extended Reporting Period is purchased by the **Named Insured**.

5. Cancellation of this Policy by the **Named Insured**

This Policy may be canceled for any reason by the **Named Insured** effective at the end of Policy Year 1 by mailing to the **Insurer** prior to the end of Policy Year 1 notice of the **Named Insured's** election to cancel the policy. In the event the **Named Insured** elects to cancel the Policy effective at the end of Policy Year 1, then no premium shall be owing by the **Named Insured** for Policy Year 2, and any premium which has already been paid for Policy Year 2 by the **Named Insured** shall be refunded by the **Insurer**.

6. Cancellation of the Policy by the **Insurer**

This Policy may be canceled by the **Insurer** effective at the end of Policy Year 1 for only any of the following reasons:

1. Non-payment by the **Named Insured** of any Deductible amount;
2. A material change in the **Named Insured's** operations.

The material changes in the **Named Insured's** operations would include the following:

1. A 50 percent or more increase in the total number of professionals associated in any way with the **Named Insured** at any time during Policy Year 1;
2. The merger of, or acquisition of, the **Named Insured**, by or with any other accounting firm or entity;

If the **Insurer** elects to cancel this Policy effective at the end of Policy Year 1 in accordance with the above, the **Insurer** shall mail to the **Named Insured** notice of the **Insurer's** intent to cancel the policy, in the same manner required by the provisions of section VIII. General Conditions A. Termination of Policy and Non-Renewal of this Policy.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Two Year Policy Period Endorsement
Separate Limit of Liability and Deductible for each Policy Year**

In consideration of the payment of premium, it is hereby understood and agreed that the **Policy Period** shall be two years, as shown in Item 2. of the Declarations. For purposes of this endorsement, the first year of the **Policy Period** shall be referred to as "Policy Year 1", and the second year of the **Policy Period** shall be referred to as "Policy Year 2".

It is further agreed that the following additional terms and conditions shall apply:

1. Premium Payment Schedule

It is agreed that the Premium stated in Item 5. of the Declarations is payable by the **Named Insured** as follows:

	Premium Amount	Premium Due Date
Policy Year 1	\$ _____	_____
Policy Year 2	\$ _____	_____

2. Separate Limit of Liability for each Policy Year

It is understood and agreed that the Limits of Liability stated in section V. Limits of Liability and Deductible of this Policy and Item 3. of the Declarations, shall apply separately to each of the Policy Years 1 and 2 shown below:

	Inception Date	Expiration Date
Policy Year 1	_____	_____
Policy Year 2	_____	_____

It is further understood and agreed that no part or portion of the Limits of Liability applicable to Policy Year 1 can be applied to any **Claim** made and reported to the **Insurer** during Policy Year 2. It is also agreed that no part or portion of the Limits of Liability applicable to Policy Year 2 can be applied to any **Claim** made and reported to the **Insurer** during Policy Year 1.

3. Separate Deductible for each Policy Year

It is understood and agreed that the Deductible stated in Item 4. of the Declarations shall be applicable separately to both Policy Year 1 and Policy Year 2.

4. Extended Reporting Period

For purposes of determining the appropriate premium for the Extended Reporting Period provided in section II. A. of the Policy, that premium shall be calculated based upon the premium amount which is attributable to Policy Year 1 of this Policy, regardless of when this Policy terminates or when the Extended Reporting Period is purchased by the **Named Insured**.

5. Cancellation of this Policy by the **Named Insured**

This Policy may be canceled for any reason by the **Named Insured** effective at the end of Policy Year 1 by mailing to the **Insurer** prior to the end of Policy Year 1 notice of the **Named Insured's** election to cancel the policy. In the event the **Named Insured** elects to cancel the Policy effective at the end of Policy Year 1, then no premium shall be owing by the **Named Insured** for Policy Year 2, and any premium which has already been paid for Policy Year 2 by the **Named Insured** shall be refunded by the **Insurer**.

6. Cancellation of the Policy by the **Insurer**

This Policy may be canceled by the **Insurer** effective at the end of Policy Year 1 for only any of the following reasons:

1. Non-payment by the **Named Insured** of any Deductible amount;
2. A material change in the **Named Insured's** operations.

The material changes in the **Named Insured's** operations would include the following:

1. A 50 percent or more increase in the total number of professionals associated in any way with the **Named Insured** at any time during Policy Year 1;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

2. The merger of, or acquisition of, the **Named Insured**, by or with any other accounting firm or entity;

If the **Insurer** elects to cancel this Policy effective at the end of Policy Year 1 in accordance with the above, the **Insurer** shall mail to the **Named Insured** notice of the **Insurer's** intent to cancel the policy, in the same manner required by the provisions of section VIII. General Conditions A. Termination of Policy and Non-Renewal of this Policy.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Modification to Item 1. of the Declarations
Name and Address of Named Insured**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 1. Name and Address of **Named Insured**, of the Declarations is hereby amended to read as follows:

Item 1. Name and Address of **Named Insured**:

<<Applicant Firm>>

<<Address 1>>

<<Address 2>>

<<City>>, <<State>> <<Zip Code>>

Person designated to receive all correspondence from the **Insurer**:

<<Contact Name>>

<<Contact Title>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 2. of the Declarations
Policy Period**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 2. **Policy Period**, of the Declarations is hereby amended to read as follows:

Item 2. **Policy Period:** From <<Policy Inception>> (inception date) to <<Policy Expiration>> (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 2. of the Declarations
Extend Policy Period**

In consideration of additional premium in the amount of \$<<insert amount>>, it is understood and agreed that Item 2. **Policy Period**, of the Declarations is hereby amended to read as follows:

Item 2. **Policy Period:** From <<Policy Inception>> (inception date) to <<Policy Expiration>> (expiration date)
*(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)*

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 2. of the Declarations
Change Policy Period**

In consideration of the premium returned in the amount of \$<<insert amount>>, it is understood and agreed that Item 2. **Policy Period**, of the Declarations is hereby amended to read as follows:

Item 2. **Policy Period:** From <<Policy Inception>> (inception date) to <<Policy Expiration>> (expiration date)
*(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)*

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 3. of the Declarations
Limits of Liability for the Policy Period**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

- A. \$<<Limit>> each **Claim**, but in no event exceeding
- B. \$<<Limit>> in the aggregate for all **Claims**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 3. of the Declarations
Change in Limits of Liability for the Policy Period**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. From <<insert Policy inception date>> to <<insert change effective date>>, Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

- A. \$<<Limit>> each **Claim**, but in no event exceeding
- B. \$<<Limit>> in the aggregate for all **Claims**

2. From <<insert change effective date>> to <<insert Policy expiration date>>, Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**), of the Declarations is hereby amended to read as follows:

Item 3. Limits of Liability for the **Policy Period** (inclusive of **Damages** and **Claims Expense**):

- A. \$<<Limit>> each **Claim**, but in no event exceeding
- B. \$<<Limit>> in the aggregate for all **Claims**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 4. of the Declarations
Applicable Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 4. Applicable Deductible, of the Declarations is deleted in its entirety and replaced with the following:

Item 4. Applicable Deductible: \$<<New Deductible Field>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 4. of the Declarations
Change in Applicable Deductible**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. From <<insert Policy inception date>> to <<insert change effective date>>, Item 4. Applicable Deductible, of the Declarations is hereby amended to read as follows:

Item 4. Applicable Deductible: \$<<New Deductible Field>>

2. From <<insert change effective date>> to <<insert Policy expiration date>>, Item 4. Applicable Deductible, of the Declarations is hereby amended to read as follows:

Item 4. Applicable Deductible: \$<<New Deductible Field>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 5. of the Declarations
Premium**

In consideration of the <<insert either additional or return>> premium of \$<<Identify whether positive or negative Premium Amount>>, it is understood and agreed that Item 5. Premium, of the Declarations is hereby amended to read as follows:

Item 5. Premium: \$<<Premium>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Modification to Item 5. of the Declarations
Premium Adjustment due to Cancellation by Insured**

In consideration of the premium paid for this **Policy**, it is understood and agreed that Item 5. Premium, of the Declarations is hereby amended to read as follows:

Item 5.	Premium:	\$<<Premium>>
	Short rate fee:	\$<<Premium>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 5. of the Declarations
Premium Adjustment**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 5. Premium, of the Declarations is hereby amended by the addition of the following:

The <<insert either additional or return>> premium of \$<<Identify whether positive or negative Premium Amount>> is solely with respect to endorsement <<insert number of endorsement affected>> <<insert either attached to or deleted from>> this Policy as of <<Corresponding Effective date>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Item 6. of the Declarations
Extended Reporting Period**

In consideration of the premium paid for this Policy, it is understood and agreed that Item 6. Extended Reporting Period, of the Declarations is hereby amended to read as follows:

Item 6. A. Extended Reporting Period:

Option 1: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

Option 2: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

Option 3: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

B. Retirement Extended Reporting Period:

Option 1: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

Option 2: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

Option 3: <<ERP months>> months for <<percentage>> percent of the "full annual premium"

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Deletion of Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Item 7. Forms and Endorsements attached, of the Declarations is hereby amended as follows:

Endorsement number <<to be determined>> is hereby deleted in its entirety as of <<insert change effective date>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

AccountPro

Proposal Form

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Requested (Indicate all options desired)

Limits of Liability Desired (Each Claim and Annual Aggregate):

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$100,000 / \$100,000 | <input type="checkbox"/> \$100,000 / \$200,000 | <input type="checkbox"/> \$100,000 / \$300,000 | <input type="checkbox"/> \$250,000 / \$250,000 |
| <input type="checkbox"/> \$250,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$1,000,000 | <input type="checkbox"/> \$1,000,000 / \$1,000,000 |
| <input type="checkbox"/> \$1,000,000 / \$2,000,000 | <input type="checkbox"/> \$2,000,000 / \$2,000,000 | <input type="checkbox"/> \$3,000,000 / \$3,000,000 | <input type="checkbox"/> Other: \$ _____ |

Deductible Desired (Each Claim):

- | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> \$0 | <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$5,000 |
| <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> Other: \$ _____ |

First Dollar Claim Expense (Damages Only) Deductible:

- Yes No

Claims Expense:

- Inside the Limit Outside the Limit Both Options Desired

Additional Coverage Requested

Additional Coverage	Coverage Requested?	Proposal Form Required
Employment Practices Liability Claims Expense	<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment Practices Liability Proposal Form (APL 28780)
Life Insurance Agent Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Additional Entity / Individual License Proposal Form (APL 28700)
Nonprofit Directorship Liability Claims Expense	<input type="checkbox"/> Yes <input type="checkbox"/> No	Nonprofit Directorship Liability Proposal Form (APL 28750)
Real Estate Agent Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Additional Entity / Individual License Proposal Form (APL 28700)
Registered Representative Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Registered Representative Proposal Form (APL 28810)

Current Insurance Information (Provide details to all "Yes" answers)

1. List the professional liability insurance purchased by the Applicant Firm for each of the past 3 years. If "None", so state. None

Insurance Carrier	Inception Date	Expiration Date	Limit of Liability	Deductible	Premium
_____	_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____	\$ _____

Carolina Casualty Insurance Company

2. Has the Extended Reporting Period (or Discovery Period) been exercised for any of the Applicant Firm's, or any predecessor in business, prior professional liability insurance policies? Yes No
If "Yes", provide full details. _____
3. Within the last 3 years, has the Applicant Firm, or any predecessor in business, ever had an insurer decline, cancel, refuse to renew, rescind, or accept only on special terms, any professional liability insurance policy? (NOT APPLICABLE IN MISSOURI) Yes No
If "Yes", provide full details. _____
4. Does the Applicant Firm's current or most recently expired professional liability insurance policy contain a retroactive date? Yes No
If "Yes", indicate the date (Mo/Day/Yr): _____

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

5. Form of Applicant Firm: Corporation Partnership Professional Corporation
 Limited Liability Corporation Professional Association Sole Proprietorship / Individual
 Limited Liability Partnership Other: _____
6. The Applicant Firm has been in continuous operation since: _____
7. Does the Applicant Firm share office space with any other entity / person? Yes No
(a) If "Yes", does the Applicant Firm keep separate files, employ separate staff and present itself as an independent practice to the public? Yes No
(b) If "No", complete the Multiple / Shared Office Supplemental Form (APL 28720).
8. Within the last 5 years, has the Applicant Firm:
(a) changed its name? Yes No
(b) experienced a change in ownership or principals? Yes No
(c) merged with or acquired, the business of any individual or entity? Yes No
9. Provide the following on all **Predecessor Firm(s)** to whose assets and liabilities the Applicant Firm is the majority successor in interest. Include the date the **Predecessor Firm(s)** were acquired. If "None", so state. None
- | <u>Name of Predecessor Firm</u> | <u>Date Acquired</u> | <u>Prior Acts Coverage Requested</u> |
|---------------------------------|----------------------|--|
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
10. Does the Applicant Firm have any affiliates and/or subsidiaries? Yes No
If "Yes", and coverage is requested, complete the Additional Entity / Individual License Supplemental Form (APL 28700) for each entity proposed for coverage.
11. Is the Applicant Firm, any **Predecessor Firm**, subsidiary, affiliated entity, or any member of the Applicant Firm engaged in any of the following activities? If "None", so state. None
 Registered Representative Real Estate Agent / Agency Life Insurance Agent / Agency Lawyer
 Investment Advisor Title Insurance Agent / Agency Other: _____
12. Indicate which professional association(s) the Applicant Firm or at least one member of the Application Firm is an active member of. If "None", so state. None
 AICPA State CPA Society National Society of Accountants
 National Association of Tax Professionals National Association of Enrolled Agents American Taxation Association
 American Payroll Association American Institute of Professional Bookkeepers
13. Indicate active American Institute of Certified Public Accountants (AICPA) section membership(s). If "None", so state. None
 Center for Public Company Audit Firms Government Audit Quality Center
 Employee Benefit Plan Audit Quality Center Private Companies Practice Section

Current Staffing Information

14. Indicate the total number of personnel for the Applicant Firm by Full Time and Part Time (<1,250 hours).
- (a) Total number of Professional Staff for the Applicant Firm.
- | | <u>FT</u> | <u>PT</u> |
|--|-----------|-----------|
| Owners, Partners and Officers (# _____ CPAs; # _____ Public Accountants; # _____ Tax Professionals): | _____ | _____ |
| Employed Certified Public Accountants (not included above): | _____ | _____ |
| Other Accounting or Tax Professionals (not included above): | _____ | _____ |
| Independent Contractors and Temporary Staff: | _____ | _____ |
- (b) Total number of Additional Staff for the Applicant Firm.
- | | <u>FT</u> | <u>PT</u> |
|--|-----------|-----------|
| Administrative / Support Staff: | _____ | _____ |
| Leased, Seasonal, and Temporary Staff: | _____ | _____ |

Carolina Casualty Insurance Company

15. Within the last 5 years, has the professional staff of the Applicant Firm changed +/- 30 percent, which was not related to any merger or acquisition activity? Not applicable to firms with less than 10 professionals. Yes No
16. List the following information for each Owner, Partner, and Officer of the Applicant Firm.
- | Name(s) | # Years in Practice | State(s) where License(s) Apply |
|---------|---------------------|---------------------------------|
| _____ | # _____ | _____ |
| _____ | # _____ | _____ |
| _____ | # _____ | _____ |
| _____ | # _____ | _____ |

Nature of Practice Information

17. Indicate the Gross Annual Revenue for the Applicant Firm.
- | Prior Fiscal Year | Current Fiscal Year (estimated) | Projected Next Fiscal Year |
|-------------------|---------------------------------|----------------------------|
| \$ | \$ | \$ |
| _____ | _____ | _____ |
18. Indicate the percentage of revenue for the Prior Fiscal Year from the largest clients for the Applicant Firm.
- | Largest Client % of Revenue | Second Largest Client % of Revenue |
|------------------------------|------------------------------------|
| _____ % | _____ % |
| Type of Industry _____ | Type of Industry _____ |
| Number Years as Client _____ | Number Years as Client _____ |
19. Indicate the percentage of revenue for the Prior Fiscal Year from the largest states for the Applicant Firm.
- | State | % of Revenue | State | % of Revenue |
|-------|--------------|-------|--------------|
| _____ | _____ % | _____ | _____ % |
| _____ | _____ % | _____ | _____ % |
20. Indicate the percentage of Gross Annual Revenue for the Prior Fiscal Year derived from the following areas of practice:
- | Area of Practice | % | Area of Practice | % |
|---|---------|--|---------|
| Business Tax Services | _____ % | Litigation Support Services | _____ % |
| Estate Tax Services | _____ % | Business / Personal Management Services (1) | _____ % |
| Individual Tax Services | _____ % | *Fiduciary Services: Trust Related | _____ % |
| Bookkeeping and Write-Up Services | _____ % | *Fiduciary Services: Non-Trust Related | _____ % |
| Payroll Accounting Services | _____ % | *Fiduciary Services: Employee Benefit Plan (7) | _____ % |
| Audit / Review Services: Public Clients (2) | _____ % | Information Technology Services (6) | _____ % |
| Audit Services: Non Public Clients (3) | _____ % | Assurance Services (5) | _____ % |
| Review Services: Non Public Clients | _____ % | Securities (Other than Audit) Services (4) | _____ % |
| Compilation Services: Non Public Clients | _____ % | Other: _____ | _____ % |
| Projection and Forecast Services | _____ % | Other: _____ | _____ % |
| Business Valuation Services | _____ % | *Describe services by attachment. TOTAL: | 100% |

Complete the following Supplemental / Proposal Form(s), as indicated above: (1) Business / Personal Management (APL 28800); (2) Public Client Audit Services (APL 28740); (3) Non Public Client Audit Services (APL 28730); (4) Securities Services (APL 28820); (5) Assurance Services (APL 28830); (6) Information Technology Services (APL 28840); Employee Benefit Plan (APL 28790).

Public Client Services include: audit, review or forecast / projection engagements performed in connection with, but not limited to: (1) Registration Statement(s) filed with the Securities and Exchange Commission ("SEC") or similar State Securities Commission, or (2) Report(s) filed with the SEC, any State Securities Commission, NASD or any Stock Exchange, or similar organization.

21. With respect to the areas of practice listed above (Provide details to all "Yes" answers by attachment.):
- (a) have any of the professional services provided changed by more than 25 percent during the last 5 years? Yes No
- (b) does the Applicant Firm foresee a 25 percent change in the professional services provided in the next 12 months? Yes No
- (c) have there been any professional services previously provided that have been discontinued in the last 5 years? Yes No
- (d) are there any plans to expand professional services into new areas in the next 12 months? Yes No
22. Is the Applicant Firm, if required, properly licensed and in good standing for the state(s) in which it operates? Yes No
23. Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (a) performed services, other than tax, for a client that is contemplating or has declared or filed bankruptcy, defaulted on a debt obligation, or become insolvent? Yes No
- (b) performed services for any financial institutions (e.g., Banks, Bank Holding Companies, Savings & Loans, Savings Bank, Credit Unions or Insurance Companies)? Yes No
- (c) performed services or consented to the use of the Applicant Firm's work product, in connection with public or private offerings of securities, real estate, or other investments? Yes No
- If "Yes", complete the Securities Services Supplemental Form (APL 28820).
- (d) exercised any discretionary control over client funds, other than as an executor or trustee? Yes No

Carolina Casualty Insurance Company

24. Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm (including members of their immediate family):
- (a) held an equity interest in any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
 - (b) served as a director or officer, or served in a fiduciary capacity, in any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
 - (c) exercised any managerial control over any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
- If "Yes" to any of the above, complete the Outside Interests / Activities Supplemental Form (APL 28710).
25. Within the last 3 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (a) organized, promoted, solicited on behalf of or procured participants for investment ventures? Yes No
 - (b) provided management services for investment ventures? Yes No
 - (c) participated with clients in any investment or business? Yes No
 - (d) arranged debt or equity financing or acted as a business broker? Yes No
 - (e) received commissions, referral fees, reciprocity or other inducements arising from the sale, promotion or recommendation of securities, insurance products, real estate or other investments? Yes No
 - (f) organized, sold, acted as sales promoter or sales agent for, or acted as manager or general partner for any real estate or other investment syndicate, limited liability company or partnership (limited or general)? Yes No
 - (g) organized, sold, acted as sales promoter or sales agent for, prepared any promotional sales materials for, provided any tax advice, counsel or opinions with respect to, or prepared or assisted in preparing any income, gift or estate tax returns incorporating or reporting a tax shelter or other tax advantaged investment which provided taxable income exclusions or tax deductions exceeding \$500,000 in any one tax year? Yes No
26. (a) Does the Applicant Firm have a policy against suing for fees? Yes No
- (b) Does the Applicant Firm refer all collection matters concerning outstanding fees to an independent Collection Agency? Yes No
- (c) During the last 3 years, has the Applicant Firm, or any **Predecessor Firm** been involved in any disputes with respect to fees or other compensation, which may be due for professional services rendered? Yes No

General Practices and Procedures (Provide details to all "No" answers by attachment)

27. Does the Applicant Firm have client project screening procedures? Yes No
- (a) Do these procedures require sign-off by a second partner or relevant special purpose committee prior to accepting a new engagement? Yes No
 - (b) Is the Conflict of Interest avoidance system automated? Yes No
 - (c) Does the Conflict of Interest avoidance procedures include:
 - (i) current and former clients? Yes No
 - (ii) clients of **Predecessor Firm(s)** and merged or acquired firms? Yes No
 - (iii) matters or clients that have been declined? Yes No
28. Indicate what loss prevention tools the Applicant Firm requires members to use.
- Engagement Letters are updated: Annually for all Engagements Annually for Audit and Securities Engagements
- Engagement Letters are not used As Engagement Changes Not Updated (Evergreen)
- Other: _____
- Second person / partner review of: Audit / Attest Services All Services
- No second person / partner review Taxation Services Other: _____
29. Does the Applicant Firm have a written policy on Continuing Professional Education (CPE) training, including required courses and CPE hours per year? Yes No
30. Number of professionals (and documentation) who have attended an AICPA or other similar quality loss control seminar / self-study course in the last 3 years. _____
31. If the Applicant Firm is a sole practitioner, have arrangements been made for another CPA to perform a cold review and handle client deadlines in the event of an extended absence? N/A Yes No
32. Checklists Used. If "None", so state. None
- AICPA Practitioners Publishing Company Other: _____
33. Does the Applicant Firm have a calendar system to ensure on-time completion of professional service activities? Yes No
- (a) Is the calendar system automated? Yes No
 - (b) Does the calendar system track items, even where no critical deadline is involved? Yes No
 - (c) Does the calendar system include a procedure for the verification of the completion of calendared items or the re-scheduling of events? Yes No

Carolina Casualty Insurance Company

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

NOTICE TO APPLICANTS OF 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.

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO APPLICANTS OF 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.

NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Incorporated
Proposal Form

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Incorporated Agreement

Description of the attached application (or Proposal Form) incorporated by reference: _____

Date attached application (or Proposal Form) was signed: _____

1. Is the Applicant Firm or any partner, stockholder or professional staff person in the Applicant Firm aware of any fact, circumstance, or situation that might reasonably be expected to result in any professional liability claim or suit against the Applicant Firm, or any predecessor firm, subsidiary, affiliated entity, partner, stockholder or professional staff person in the Applicant Firm? Yes No

If "Yes", provide full details on the Claim / Incident Supplemental Form (APL 28610).

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTION 1.

Carolina Casualty Insurance Company

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NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

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NOTICE TO APPLICANTS OF FLORIDA, MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:
Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Requested (Indicate all options desired)

Limits of Liability Desired (Each Claim and Annual Aggregate):

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$100,000 / \$100,000 | <input type="checkbox"/> \$100,000 / \$200,000 | <input type="checkbox"/> \$100,000 / \$300,000 | <input type="checkbox"/> \$250,000 / \$250,000 |
| <input type="checkbox"/> \$250,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$1,000,000 | <input type="checkbox"/> \$1,000,000 / \$1,000,000 |
| <input type="checkbox"/> \$1,000,000 / \$2,000,000 | <input type="checkbox"/> Other: \$ _____ | | |

Deductible Desired (Each Claim):

- | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> \$0 | <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$5,000 |
| <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> Other: \$ _____ |

First Dollar Claim Expense (Damages Only) Deductible:

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

Claims Expense:

- | | | |
|---|--|---|
| <input type="checkbox"/> Inside the Limit | <input type="checkbox"/> Outside the Limit | <input type="checkbox"/> Both Options Desired |
|---|--|---|

Current Insurance Information (Provide details to all "Yes" answers)

- List the professional liability insurance purchased by the Applicant Firm for each of the past year. If "None", so state.

<u>Insurance Carrier</u>	<u>Inception Date</u>	<u>Expiration Date</u>	<u>Limit of Liability</u>	<u>Deductible</u>	<u>Premium</u>
			\$	\$	\$
- Within the last 3 years, has the Applicant Firm, or any predecessor in business, ever had an insurer decline, cancel, refuse to renew, rescind, or accept only on special terms, any professional liability insurance policy? (NOT APPLICABLE IN MISSOURI) If "Yes", provide full details.

_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------	--
- Does the Applicant Firm's current or most recently expired professional liability insurance policy contain a retroactive date? If "Yes", indicate the date (Mo/Day/Yr):

_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------	--

Carolina Casualty Insurance Company

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

4. Form of Applicant Firm: Corporation Partnership Professional Corporation
 Limited Liability Corporation Professional Association Sole Proprietorship / Individual
 Limited Liability Partnership Other: _____
5. The Applicant Firm has been in continuous operation since: _____
6. (a) Does the Applicant Firm share office space with any other entity / person? Yes No
 (b) If "Yes", does the Applicant Firm keep separate files, employ separate staff and present itself as an independent practice to the public? Yes No
7. Within the last 3 years, has the Applicant Firm merged with or acquired, the business of any individual or entity? Yes No
8. Does the Applicant Firm have any affiliates and/or subsidiaries? Yes No
9. Indicate which professional association(s) the Applicant Firm or at least one member of the Application Firm is an active member of. If "None", so state. None
- AICPA State CPA Society National Society of Accountants
 National Association of Tax Professionals National Association of Enrolled Agents American Taxation Association
 American Payroll Association American Institute of Professional Bookkeepers

Current Staffing Information

10. Indicate the total number of personnel for the Applicant Firm by Full Time and Part Time (<1,250 hours). FT PT
- (a) Total number of Professional Staff, including owners, partners, officers, employed by the Applicant Firm. _____
- (b) Total number of Additional Staff, including all administrative and/or support staff for the Applicant Firm. _____

Nature of Practice Information

11. Indicate the Gross Annual Revenue for the Applicant Firm.
- | | <u>Prior Fiscal Year</u> | <u>Current Fiscal Year (estimated)</u> | <u>Projected Next Fiscal Year</u> |
|-------|--------------------------|--|-----------------------------------|
| \$ | \$ | \$ | \$ |
| _____ | _____ | _____ | _____ |
12. Indicate the percentage of Gross Annual Revenue for the Prior Fiscal Year derived from the following areas of practice:
- | <u>Area of Practice</u> | <u>%</u> | <u>Area of Practice</u> | <u>%</u> |
|--|----------|---|----------|
| Business Tax Services | % | Litigation Support Services | % |
| Estate Tax Services | % | Business / Personal Management Services | % |
| Individual Tax Services | % | *Fiduciary Services: Trust Related | % |
| Bookkeeping and Write-Up Services | % | *Fiduciary Services: Non-Trust Related | % |
| Payroll Accounting Services | % | *Fiduciary Services: Employee Benefit Plan | % |
| Audit / Review Services: Public Clients | % | *Information Technology Services | % |
| Audit Services: Non Public Clients (1) | % | *Assurance Services | % |
| Review Services: Non Public Clients | % | Securities (Other than Audit) Services | % |
| Compilation Services: Non Public Clients | % | Other: _____ | % |
| Projection and Forecast Services | % | Other: _____ | % |
| Business Valuation Services | % | *Describe below. TOTAL: 100% | |

Complete the following Supplemental Form(s), as indicated above: (1) Non Public Client Audit Services (APL 28735)

- *Fiduciary Services: _____
 *Information Technology Services: _____
 *Assurance Services: _____

13. Within the last 5 years, have Audit or Business / Personal Management Services exceeded 30 percent of revenues? Yes No
14. Is the Applicant Firm, if required, properly licensed and in good standing for the state(s) in which it operates? Yes No
15. Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (a) performed services, other than tax, for a client that is contemplating or has declared or filed bankruptcy, defaulted on a debt obligation, or become insolvent? Yes No
- (b) performed services or consented to the use of the Applicant Firm's work product, in connection with public or private offerings of securities, real estate, or other investments? Yes No
- (c) exercised any discretionary control over client funds, other than as an executor or trustee? Yes No
- (d) participated in the management of any investment partnership, limited partnership, tax shelter or other investment ventures? Yes No
- (e) participated with clients in any investment or business? Yes No

Carolina Casualty Insurance Company

- 16. (a) Does the Applicant Firm have a policy against suing for fees? Yes No
- (b) Does the Applicant Firm refer all collection matters concerning outstanding fees to an independent Collection Agency? Yes No
- (c) During the last 3 years, has the Applicant Firm, or any **Predecessor Firm** been involved in any disputes with respect to fees or other compensation, which may be due for professional services rendered? Yes No

General Practices and Procedures (Provide details to all "No" answers by attachment)

17. Indicate what loss prevention tools the Applicant Firm requires members to use.
 Engagement Letters are updated: Annually for all Engagements Annually for Audit, Review and Compilation Engagements
 Engagement Letters are not used As Engagement Changes Not Updated (Evergreen)
 Other: _____
18. Does the Applicant Firm have a written policy on Continuing Professional Education (CPE) training, including required courses and CPE hours per year? Yes No
19. Number of professionals (and documentation) who have attended an AICPA or other similar quality loss control seminar / self-study course in the last 3 years. _____
20. If the Applicant Firm is a sole practitioner, have arrangements been made for another CPA to perform a cold review and handle client deadlines in the event of an extended absence? N/A Yes No
21. Within the last 3 years, has a peer or on-site quality review under the sponsorship of the AICPA, any state CPA Society, or any other professional association or organization, been conducted? Yes No
- (a) If "Yes", indicate the opinion rendered: Unqualified / Unmodified Qualified / Modified* Adverse*
 *If Qualified / Modified or Adverse, provide a copy of the Peer Review Report as well as the Letter of Comments and the Applicant Firm's Letter of Response for this review and the Applicant Firm's prior peer or on-site quality review.
- (b) If "No", and the Applicant Firm provides compilation, review and/or audit services, indicate the anticipated date of review. _____

Litigation and Claim Information

22. Has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
 (a) ever had his/her certificate, license, or permit to practice suspended or revoked? Yes No
 (b) ever been subjected to an investigation or disciplinary action by any state board of accountancy, State Society, the AICPA or any other state or federal regulators? Yes No
 If "Yes", provide full details. _____

23. During the last 5 years, has any professional liability claim or suit been made against the Applicant Firm, any **Predecessor Firm**, or partner, stockholder or professional staff person? Yes No
24. Is the Applicant Firm or any partner, stockholder or professional staff person in the Applicant Firm aware of any fact, circumstance, or situation that might reasonably be expected to result in any professional liability claim or suit against the Applicant Firm, any **Predecessor Firm**, or partner, stockholder or professional staff person in the Applicant Firm? Yes No

IF "YES" TO QUESTIONS 23. OR 24., PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 28610). IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 22., 23., OR 24.

Documents Required (The following information must be submitted with the completed Proposal Form).

- Provide details to all "Yes" answers, when applicable below, or by attachment when additional space is required.
- Completed Supplemental Forms, where appropriate.

Provide Additional Information here

Carolina Casualty Insurance Company

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

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NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

AccountPro Renewal Proposal Form

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Requested (Indicate all options desired)

Limits of Liability Desired (Each Claim and Annual Aggregate):

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$100,000 / \$100,000 | <input type="checkbox"/> \$100,000 / \$200,000 | <input type="checkbox"/> \$100,000 / \$300,000 | <input type="checkbox"/> \$250,000 / \$250,000 |
| <input type="checkbox"/> \$250,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$1,000,000 | <input type="checkbox"/> \$1,000,000 / \$1,000,000 |
| <input type="checkbox"/> \$1,000,000 / \$2,000,000 | <input type="checkbox"/> \$2,000,000 / \$2,000,000 | <input type="checkbox"/> \$3,000,000 / \$3,000,000 | <input type="checkbox"/> Other: \$ _____ |

Deductible Desired (Each Claim):

- | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> \$0 | <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$5,000 |
| <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> Other: \$ _____ |

First Dollar Claim Expense (Damages Only) Deductible:

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

Claims Expense:

- | | | |
|---|--|---|
| <input type="checkbox"/> Inside the Limit | <input type="checkbox"/> Outside the Limit | <input type="checkbox"/> Both Options Desired |
|---|--|---|

Additional Coverage Requested

<u>Additional Coverage</u>	<u>Coverage Requested?</u>	<u>Proposal Form Required</u>
Employment Practices Liability Claims Expense	<input type="checkbox"/> Yes <input type="checkbox"/> No	Employment Practices Liability Proposal Form (APL 28780)
Life Insurance Agent Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Additional Entity / Individual License Proposal Form (APL 28700)
Nonprofit Directorship Liability Claims Expense	<input type="checkbox"/> Yes <input type="checkbox"/> No	Nonprofit Directorship Liability Proposal Form (APL 28750)
Real Estate Agent Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Additional Entity / Individual License Proposal Form (APL 28700)
Registered Representative Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	Registered Representative Proposal Form (APL 28810)

Carolina Casualty Insurance Company

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

1. Form of Applicant Firm:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Professional Corporation
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Professional Association	<input type="checkbox"/> Sole Proprietorship / Individual
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: _____	
2. Does the Applicant Firm share office space with any other entity / person? Yes No
 - (a) If "Yes", does the Applicant Firm keep separate files, employ separate staff and present itself as an independent practice to the public? Yes No
 - (b) If "No", complete the Multiple / Shared Office Supplemental Form (APL 28720).
3. Within the last 12 months, has the Applicant Firm:
 - (a) changed its name? Yes No
 - (b) experienced a change in ownership or principals? Yes No
 - (c) merged with or acquired, the business of any individual or entity? Yes No
4. Within the last 12 months, has the Applicant Firm created and/or acquired any new affiliates and/or subsidiaries? Yes No
 If "Yes", and coverage is requested, complete the Additional Entity / Individual License Supplemental Form (APL 28700) for each entity proposed for coverage.
5. Indicate which professional association(s) the Applicant Firm or at least one member of the Application Firm is an active member of. If "None", so state. None

<input type="checkbox"/> AICPA	<input type="checkbox"/> State CPA Society	<input type="checkbox"/> National Society of Accountants
<input type="checkbox"/> National Association of Tax Professionals	<input type="checkbox"/> National Association of Enrolled Agents	<input type="checkbox"/> American Taxation Association
<input type="checkbox"/> American Payroll Association	<input type="checkbox"/> American Institute of Professional Bookkeepers	
6. Indicate active American Institute of Certified Public Accountants (AICPA) section membership(s). If "None", so state. None

<input type="checkbox"/> Center for Public Company Audit Firms	<input type="checkbox"/> Government Audit Quality Center
<input type="checkbox"/> Employee Benefit Plan Audit Quality Center	<input type="checkbox"/> Private Companies Practice Section

Current Staffing Information

7. Indicate the total number of personnel for the Applicant Firm by Full Time and Part Time (<1,250 hours).
 - (a) Total number of Professional Staff for the Applicant Firm.

	<u>FT</u>	<u>PT</u>
Owners, Partners and Officers (# _____ CPAs; # _____ Public Accountants; # _____ Tax Professionals):	_____	_____
Employed Certified Public Accountants (not included above):	_____	_____
Other Accounting or Tax Professionals (not included above):	_____	_____
Independent Contractors and Temporary Staff:	_____	_____
 - (b) Total number of Additional Staff for the Applicant Firm.

	<u>FT</u>	<u>PT</u>
Administrative / Support Staff:	_____	_____
Leased, Seasonal, and Temporary Staff:	_____	_____
8. Within the last 12 months, has the professional staff of the Applicant Firm changed +/- 30 percent, which was not related to any merger or acquisition activity? Not applicable to firms with less than 10 professionals. Yes No
9. List the following information for each new Owner, Partner, and Officer of the Applicant Firm, within the last 12 months.

<u>Name(s)</u>	<u># Years in Practice</u>	<u>State(s) where License(s) Apply</u>
_____	# _____	_____
_____	# _____	_____
_____	# _____	_____
_____	# _____	_____

Nature of Practice Information

10. Indicate the Gross Annual Revenue for the Applicant Firm.

<u>Prior Fiscal Year</u>	<u>Current Fiscal Year (estimated)</u>	<u>Projected Next Fiscal Year</u>
\$ _____	\$ _____	\$ _____
11. Indicate the percentage of revenue for the Prior Fiscal Year from the largest clients for the Applicant Firm.

Largest Client % of Revenue	_____ %	Second Largest Client % of Revenue	_____ %
Type of Industry	_____	Type of Industry	_____
Number Years as Client	_____	Number Years as Client	_____
12. Indicate the percentage of revenue for the Prior Fiscal Year from the largest states for the Applicant Firm.

<u>State</u>	<u>% of Revenue</u>	<u>State</u>	<u>% of Revenue</u>
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
13. Indicate the percentage of Gross Annual Revenue for the Prior Fiscal Year derived from the following areas of practice:

Carolina Casualty Insurance Company

Area of Practice	%	Area of Practice	%
Business Tax Services	_____ %	Litigation Support Services	_____ %
Estate Tax Services	_____ %	Business / Personal Management Services (1)	_____ %
Individual Tax Services	_____ %	*Fiduciary Services: Trust Related	_____ %
Bookkeeping and Write-Up Services	_____ %	*Fiduciary Services: Non-Trust Related	_____ %
Payroll Accounting Services	_____ %	*Fiduciary Services: Employee Benefit Plan (7)	_____ %
Audit / Review Services: Public Clients (2)	_____ %	Information Technology Services (6)	_____ %
Audit Services: Non Public Clients (3)	_____ %	Assurance Services (5)	_____ %
Review Services: Non Public Clients	_____ %	Securities (Other than Audit) Services (4)	_____ %
Compilation Services: Non Public Clients	_____ %	Other: _____	_____ %
Projection and Forecast Services	_____ %	Other: _____	_____ %
Business Valuation Services	_____ %	*Describe services by attachment. TOTAL:	100%

Complete the following Supplemental / Proposal Form(s), as indicated above: (1) Business / Personal Management (APL 28800); (2) Public Client Audit Services (APL 28740); (3) Non Public Client Audit Services (APL 28730); (4) Securities Services (APL 28820); (5) Assurance Services (APL 28830); (6) Information Technology Services (APL 28840); Employee Benefit Plan (APL 28790).

Public Client Services include: audit, review or forecast / projection engagements performed in connection with, but not limited to: (1) Registration Statement(s) filed with the Securities and Exchange Commission ("SEC") or similar State Securities Commission, or (2) Report(s) filed with the SEC, any State Securities Commission, NASD or any Stock Exchange, or similar organization.

14. With respect to the areas of practice listed above (Provide details to all "Yes" answers by attachment.):
- (b) does the Applicant Firm foresee a 25 percent change in the professional services provided in the next 12 months? Yes No
- (d) are there any plans to expand professional services into new areas in the next 12 months? Yes No
15. Is the Applicant Firm, if required, properly licensed and in good standing for the state(s) in which it operates? Yes No
16. Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (a) performed services, other than tax, for a client that is contemplating or has declared or filed bankruptcy, defaulted on a debt obligation, or become insolvent? Yes No
- (c) performed services or consented to the use of the Applicant Firm's work product, in connection with public or private offerings of securities, real estate, or other investments? Yes No
- If "Yes", complete the Securities Services Supplemental Form (APL 28820).
17. Within the last 12 months, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (b) performed services for any financial institutions (e.g., Banks, Bank Holding Companies, Savings & Loans, Savings Bank, Credit Unions or Insurance Companies)? Yes No
- (d) exercised any discretionary control over client funds, other than as an executor or trustee? Yes No
18. Within the last 12 months, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm (including members of their immediate family):
- (a) held an equity interest in any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
- (b) served as a director or officer, or served in a fiduciary capacity, in any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
- (c) exercised any managerial control over any entity, organization, corporation or enterprise (including any current or former clients) to which the Applicant Firm has rendered services? Yes No
- If "Yes" to any of the above, complete the Outside Interests / Activities Supplemental Form (APL 28710).
19. Within the last 12 months, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
- (a) organized, promoted, solicited on behalf of or procured participants for investment ventures? Yes No
- (b) provided management services for investment ventures? Yes No
- (c) participated with clients in any investment or business? Yes No
- (d) arranged debt or equity financing or acted as a business broker? Yes No
- (e) received commissions, referral fees, reciprocity or other inducements arising from the sale, promotion or recommendation of securities, insurance products, real estate or other investments? Yes No
- (f) organized, sold, acted as sales promoter or sales agent for, or acted as manager or general partner for any real estate or other investment syndicate, limited liability company or partnership (limited or general)? Yes No
- (g) organized, sold, acted as sales promoter or sales agent for, prepared any promotional sales materials for, provided any tax advice, counsel or opinions with respect to, or prepared or assisted in preparing any income, gift or estate tax returns incorporating or reporting a tax shelter or other tax advantaged investment which provided taxable income exclusions or tax deductions exceeding \$500,000 in any one tax year? Yes No

Carolina Casualty Insurance Company

20. (a) Does the Applicant Firm have a policy against suing for fees? Yes No
(b) Does the Applicant Firm refer all collection matters concerning outstanding fees to an independent Collection Agency? Yes No
(c) During the last 12 months, has the Applicant Firm, or any **Predecessor Firm** been involved in any disputes with respect to fees or other compensation, which may be due for professional services rendered? Yes No

General Practices and Procedures (Provide details to all "No" answers by attachment)

21. Does the Applicant Firm have client project screening procedures? Yes No
(a) Do these procedures require sign-off by a second partner or relevant special purpose committee prior to accepting a new engagement? Yes No
(b) Is the Conflict of Interest avoidance system automated? Yes No
(c) Does the Conflict of Interest avoidance procedures include:
(i) current and former clients? Yes No
(ii) clients of **Predecessor Firm(s)** and merged or acquired firms? Yes No
(iii) matters or clients that have been declined? Yes No
22. Indicate what loss prevention tools the Applicant Firm requires members to use.
Engagement Letters are updated: Annually for all Engagements Annually for Audit and Securities Engagements
 Engagement Letters are not used As Engagement Changes Not Updated (Evergreen)
 Other: _____
Second person / partner review of: Audit / Attest Services All Services
 No second person / partner review Taxation Services Other: _____
23. Does the Applicant Firm have a written policy on Continuing Professional Education (CPE) training, including required courses and CPE hours per year? Yes No
24. Number of professionals (and documentation) who have attended an AICPA or other similar quality loss control seminar / self-study course in the last 12 months. _____
25. If the Applicant Firm is a sole practitioner, have arrangements been made for another CPA to perform a cold review and handle client deadlines in the event of an extended absence? N/A
 Yes No
 None
26. Checklists Used. If "None", so state.
 AICPA Practitioners Publishing Company Other: _____
27. Does the Applicant Firm have a calendar system to ensure on-time completion of professional service activities? Yes No
(a) Is the calendar system automated? Yes No
(b) Does the calendar system track items, even where no critical deadline is involved? Yes No
(c) Does the calendar system include a procedure for the verification of the completion of calendared items or the re-scheduling of events? Yes No
28. Does the Applicant Firm delegate or refer work outside of the firm? Yes No
If "Yes", explain the nature of the work, to whom and percentage of Applicant Firm's Prior Fiscal Year Gross Revenue via attachment to this Application.
29. Within the last 12 months, has a peer or on-site quality review under the sponsorship of the AICPA, any state CPA Society, or any other professional association or organization, been conducted? Yes No
(a) If "Yes", indicate the opinion rendered: Unqualified / Unmodified Qualified / Modified* Adverse*
*If Qualified / Modified or Adverse, provide a copy of the Peer Review Report as well as the Letter of Comments and the Applicant Firm's Letter of Response for this review and the Applicant Firm's prior peer or on-site quality review.
(b) If "No", and the Applicant Firm provides compilation, review and/or audit services, indicate the anticipated date of review. _____

Litigation and Claim Information

30. During the last 12 months, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
(a) had his/her certificate, license, or permit to practice suspended or revoked? Yes No
(b) been subjected to an investigation or disciplinary action by any state board of accountancy, State Society, the AICPA or any other state or federal regulators? Yes No
If "Yes", provide full details. _____

31. During the last 12 months, has any professional liability claim or suit been made against the Applicant Firm, any **Predecessor Firm**, or partner, stockholder or professional staff person? Yes No

Carolina Casualty Insurance Company

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- the information contained in this Proposal Form shall not be used by the **Insureds** as notice, nor will the **Insurer** recognize and/or accept the information contained herein as notice, as provided for in section VII. of the Common Policy Terms and Conditions Section of this **Policy**;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

**Incorporated
Proposal Form**

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE POLICY, RELATING TO CLAIMS MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Incorporated Agreement

Description of the attached application (or Proposal Form) incorporated by reference: _____

Date attached application (or Proposal Form) was signed: _____

Carolina Casualty Insurance Company

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

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Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

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Name of Applicant Firm

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name

Title

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Requested (Indicate all options desired)

Limits of Liability Desired (Each Claim and Annual Aggregate):

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$100,000 / \$100,000 | <input type="checkbox"/> \$100,000 / \$200,000 | <input type="checkbox"/> \$100,000 / \$300,000 | <input type="checkbox"/> \$250,000 / \$250,000 |
| <input type="checkbox"/> \$250,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$500,000 | <input type="checkbox"/> \$500,000 / \$1,000,000 | <input type="checkbox"/> \$1,000,000 / \$1,000,000 |
| <input type="checkbox"/> \$1,000,000 / \$2,000,000 | <input type="checkbox"/> Other: \$ _____ | | |

Deductible Desired (Each Claim):

- | | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> \$0 | <input type="checkbox"/> \$1,000 | <input type="checkbox"/> \$2,500 | <input type="checkbox"/> \$5,000 |
| <input type="checkbox"/> \$10,000 | <input type="checkbox"/> \$15,000 | <input type="checkbox"/> \$20,000 | <input type="checkbox"/> Other: \$ _____ |

First Dollar Claim Expense (Damages Only) Deductible:

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

Claims Expense:

- | | | |
|---|--|---|
| <input type="checkbox"/> Inside the Limit | <input type="checkbox"/> Outside the Limit | <input type="checkbox"/> Both Options Desired |
|---|--|---|

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

- Form of Applicant Firm:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Professional Corporation
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Professional Association	<input type="checkbox"/> Sole Proprietorship / Individual
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: _____	
- (a) Does the Applicant Firm share office space with any other entity / person? Yes No
 (b) If "Yes", does the Applicant Firm keep separate files, employ separate staff and present itself as an independent practice to the public? Yes No
- Within the last 12 months, has the Applicant Firm:

(a) merged with or acquired, the business of any individual or entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) created and/or acquired any new affiliates and/or subsidiaries?	<input type="checkbox"/> Yes <input type="checkbox"/> No
- Indicate which professional association(s) the Applicant Firm or at least one member of the Application Firm is an active member of. If "None", so state. None

<input type="checkbox"/> AICPA	<input type="checkbox"/> State CPA Society	<input type="checkbox"/> National Society of Accountants
<input type="checkbox"/> National Association of Tax Professionals	<input type="checkbox"/> National Association of Enrolled Agents	<input type="checkbox"/> American Taxation Association
<input type="checkbox"/> American Payroll Association	<input type="checkbox"/> American Institute of Professional Bookkeepers	

Carolina Casualty Insurance Company

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It is further agreed that:

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- the information contained in this Proposal Form shall not be used by the **Insureds** as notice, nor will the **Insurer** recognize and/or accept the information contained herein as notice, as provided for in section VII. of the Common Policy Terms and Conditions Section of this **Policy**;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Carolina Casualty Insurance Company

(c) Explain what actions the Applicant Firm has taken to prevent a recurrence or similar claim / incident:

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Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Additional Entity / Individual License Proposal Form

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

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Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

A SEPARATE PROPOSAL FORM IS REQUIRED FOR EACH ADDITIONAL ENTITY / INDIVIDUAL LICENSE PROPOSED FOR COVERAGE. IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Additional Entity / Individual License Information

Name of Additional Entity/Individual

Street Address

Suite

City

County

State

Zip Code

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

Coverage Requested

<u>Additional Coverage</u>	<u>Coverage Requested?</u>	<u>Supplemental Form Section(s) to be completed</u>
Additional Entity	<input type="checkbox"/> Yes <input type="checkbox"/> No	Complete Section A., B. and C.
Individual	<input type="checkbox"/> Yes <input type="checkbox"/> No	Complete Section B. and C. only

Section A. Additional Entity Information

- The Additional Entity has been in continuous operation since: _____
- Percent of ownership held by the Applicant Firm, or any member of the Applicant Firm, in the entity proposed for coverage _____
- Does the Additional Entity share office space with any other entity / person? Yes No
 - If "Yes", does the Additional Entity keep separate files, employ separate staff and present itself as an independent practice to the public? Yes No
 - If "No", complete the Multiple / Shared Office Supplemental Form (APL 28720).
- Provide the following on all predecessor firm(s) to whose assets and liabilities the Additional Entity is the majority successor in interest. Include the date the predecessor firm(s) were acquired. If "None", so state. None

Name of Predecessor Firm

Date Acquired

Prior Acts Coverage Requested

Yes No
 Yes No

- Does the Additional Entity have any affiliates and/or subsidiaries? Yes No
- Indicate the total number of personnel for the Additional Entity by Full Time and Part Time (<1,250 hours).

	<u>FT</u>	<u>PT</u>
(a) Total number of Professional Staff, including owners, partners, officers, employed by the Additional Entity.	_____	_____
(b) Total number of Additional Staff, including all administrative and/or support staff for the Additional Entity.	_____	_____
TOTAL:	_____	_____

Carolina Casualty Insurance Company

Section B. Additional Entity and Individual License Information

6. Indicate the Gross Annual Revenue for the Additional Entity/Individual.
- | | <u>Prior Fiscal Year</u> | <u>Current Fiscal Year (estimated)</u> | <u>Projected Next Fiscal Year</u> |
|--|--------------------------|---|---|
| | \$ | \$ | \$ |
| 7. Was this revenue included in the answers to the questions in the application for the Applicant Firm? | | | |
| 8. Does the Additional Entity/Individual use a written contract that specifies the services provided?
If "Yes", for what percentage of total engagements are contracts used? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No
_____ % |
| 9. Are professional services provided to any firm, corporation or company (including any client) in which the Additional Entity/Individual retains a managing or ownership interest? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Is the Additional Entity/Individual, if required, properly licensed and in good standing for the state(s) in which it operates? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. Is the Additional Entity/Individual involved with the formation or management of Group Investments / Syndications, Trusts and/or Partnerships? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. List estimated percentage of past fiscal year real estate revenue by the following services: | | | |
| <u>Area of Practice</u> | <u>%</u> | <u>Area of Practice</u> | <u>%</u> |
| Commercial, Industrial, Income Property Sales | _____ % | Real Estate Consulting / *Counseling | _____ % |
| Residential Real Estate Sales (1-4 units) | _____ % | *Other: _____ | _____ % |
| | | *Describe services by attachment. TOTAL | 100% |
| 13. List estimated percentage of past fiscal year insurance revenue by the following services: | | | |
| <u>Area of Practice</u> | <u>%</u> | <u>Area of Practice</u> | <u>%</u> |
| Annuities – Fixed | _____ % | Group Accident & Health | _____ % |
| Annuities – Variable | _____ % | Individual Accident & Health | _____ % |
| Individual Life | _____ % | *Other: _____ | _____ % |
| Group | _____ % | *Other: _____ | _____ % |
| Financial Products | _____ % | *Describe services by attachment. TOTAL | 100% |
| 14. Describe in detail any other professional services performed: | | | |

15. List the professional liability insurance purchased by the Additional Entity/Individual for the most recent year. If "None", so state.
- | <u>Insurance Carrier</u> | <u>Inception Date</u> | <u>Expiration Date</u> | <u>Limit of Liability</u> | <u>Deductible</u> | <u>Premium</u> |
|--------------------------|-----------------------|------------------------|---------------------------|-------------------|-------------------------------|
| | | | \$ | \$ | \$ |
| | | | | | <input type="checkbox"/> None |
16. Has the Extended Reporting Period (or Discovery Period) been exercised for any of the Additional Entity/Individual's, or any predecessor in business, prior professional liability insurance policies?
If "Yes", provide full details. _____
17. Does the Additional Entity/Individual's current or most recently expired professional liability insurance policy contain a retroactive date?
If "Yes", indicate the date (Mo/Day/Yr): _____

Section C. Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

18. Has the Additional Entity/Individual or any member of the Additional Entity:
- (a) ever had his/her certificate, license, or permit to practice suspended or revoked? Yes No
- (b) been subjected to an investigation or disciplinary action by any state or national association, or state or federal regulator as a result of their professional activities? Yes No
- If "Yes", provide full details. _____
19. During the last 5 years, has any professional liability claim or suit been made against the Additional Entity/Individual, or any predecessor firm, subsidiary, affiliated entity, partner, stockholder or professional staff person? Yes No
20. Is the Additional Entity/Individual or any partner, stockholder or professional staff person in the Additional Entity aware of any fact, circumstance, or situation that might result in any professional liability claim or suit against the Additional Entity/Individual, or any predecessor firm, subsidiary, affiliated entity, partner, stockholder or professional staff person in the Additional Entity? Yes No

IF "YES" TO QUESTIONS 19. OR 20., PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 28610).

Carolina Casualty Insurance Company

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Please submit this Proposal Form including appropriate documentation to:
Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Outside Interests / Activities Information

Provide the following information for each entity in which a member (or spouse) of the Applicant Firm: (a) holds an equity interest, and/or (b) serves as a director or officer. If space provided is insufficient, provide by attachment.

	<u>Entity #1</u>	<u>Entity #2</u>	<u>Entity #3</u>
Name:	_____	_____	_____
Entity Name:	_____	_____	_____
Industry:	_____	_____	_____
Position Held:	_____	_____	_____
Percent of Equity Interest*:	_____ %	_____ %	_____ %
Is Entity a Client?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disclosed Conflicts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any services performed by a firm member other than the individual listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
List Services Provided:	_____	_____	_____
If firm member is a director or officer, does Entity maintain D&O insurance?	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No

*For equity interests listed, include spousal information.

	<u>Entity #4</u>	<u>Entity #5</u>	<u>Entity #6</u>
Name:	_____	_____	_____
Entity Name:	_____	_____	_____
Industry:	_____	_____	_____
Position Held:	_____	_____	_____
Percent of Equity Interest*:	_____ %	_____ %	_____ %
Is Entity a Client?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disclosed Conflicts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any services performed by a firm member other than the individual listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
List Services Provided:	_____	_____	_____
If firm member is a director or officer, does Entity maintain D&O insurance?	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No

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Carolina Casualty Insurance Company

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Dated

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Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

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Multiple / Shared Office Information

1. Provide the following information for each office location.

Location #1

Location #2

Location #3

Location / Address:

Name of Owner, Partner, Officer
or Principle in charge:

Percent of Professional Staff at Location:

%

%

%

Percent of Applicant Firm's
Prior Fiscal Year Gross Annual
Revenue:

%

%

%

2. List the type of business(s) the Applicant Firm shares office space with:

3. Does the Applicant Firm and the firm which also dwells in the same office space share:

(a) business letterhead?

Yes No

(b) staff?

Yes No

(c) the same entrance?

Yes No

(d) signage?

Yes No

(d) telephone line?

Yes No

4. Is there a "work-for-space" agreement?

Yes No

5. Are there any client-sharing arrangements?

Yes No

If "Yes" to any of the above answers, provide details as to how the Applicant Firm retains independence:

6. Does the other firm, sharing the same office space as the Applicant Firm, have separate professional liability insurance?

Yes No

Carolina Casualty Insurance Company

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Dated

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Title

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

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Non Public Client Audit Services Information

1. Complete the following for all Non Public Client Audit Services performed by the Applicant Firm during the Prior Fiscal Year.

	<u># of Audit Clients</u>	<u>Audit Revenue</u>	<u># of Clients with Net Loss</u>
Agribusiness:	#	\$	#
Automobile / Vehicle Dealers:	#	\$	#
Bank and Lending Institutions:	#	\$	#
Broker / Dealers:	#	\$	#
Construction:	#	\$	#
Employee Benefit / Welfare Plans (subject to ERISA):	#	\$	#
Employee Benefit / Welfare Plans (not subject to ERISA):	#	\$	#
Entertainment:	#	\$	#
Government / Municipalities:	#	\$	#
Health Care Institutions:	#	\$	#
Insurance Companies*:	#	\$	#
Investment Companies / Hedge Fund / Funds of Funds:	#	\$	#
Investment Companies / Funds (all other):	#	\$	#
Manufacturing:	#	\$	#
Publishing / Broadcasting / Media:	#	\$	#
Mining / Oil and Gas:	#	\$	#
Nonprofit Organization:	#	\$	#
Professional: Health Care:	#	\$	#
Professional: Non Health Care:	#	\$	#
Real Estate Development / Management:	#	\$	#
Retail, including Restaurants:	#	\$	#
Service Provider (all other):	#	\$	#
Transportation:	#	\$	#
Tribal Entity:	#	\$	#
Union:	#	\$	#
Warehousing, Distribution and Wholesale:	#	\$	#
Technology and Web-Based Businesses:	#	\$	#
Other, Describe: _____	#	\$	#

*Insurance Companies are defined to include all stock companies, Lloyd's organizations, insurance exchanges, mutual companies, reciprocal exchanges, fraternal organizations, captives, self-insurance funds, risk retention groups, pools / associations. (LIST ALL INSURANCE COMPANIES by name via attachment to this Supplemental Form with their current AM Best Rating).

2. Indicate the percentage of Non Public Clients by their total asset size for the Prior Fiscal Year.

<u>Up to \$25 million in Assets</u>	<u>Over \$25 to \$100 million in Assets</u>	<u>Over \$100 million in Assets</u>
%	%	%

Carolina Casualty Insurance Company

3. Indicate the number of Non Public Clients that were new to the Applicant Firm in the past 12 months: _____

4. List the following information for each professional of the Applicant Firm that performs Non Public Client Audit Services:

<u>Name(s)</u>	<u># Years of Audit Experience</u>	<u>Name and # Hours of Relevant CPE Last 3 years</u>
_____	<u>#</u>	_____

- 5. Does Applicant Firm have a written policy on audit-related CPE training, including required courses and CPE hours? Yes No
- 6. Does the Applicant Firm require sign-off by a second partner or committee prior to accepting new audit engagements? Yes No
- 7. Within the past 3 years, has the Applicant firm rendered audit services for defined benefit plans? Yes No
- 8. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. Yes No

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Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

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Public Client Audit Services Information

Public Client Services include: audit, review or forecast / projection engagements performed in connection with, but not limited to: (1) Registration Statement(s) filed with the Securities and Exchange Commission ("SEC") or similar State Securities Commission; or (2) Report(s) filed with the SEC, any State Securities Commission, NASD, or any Stock Exchange, or similar organization.

- Complete the following for all public clients, including any subsidiary(ies) or employee benefit plan(s), where professional services were (1) provided by the Applicant Firm, any **Predecessor Firm**, subsidiary, affiliated entity, or any member of the Applicant Firm, within the last 3 years; and (2) bid on in the last 12 months or are currently in the process of bidding or plan to bid on, by the Applicant Firm, any **Predecessor Firm**, subsidiary, affiliated entity, or any member of the Applicant Firm.

<u>Client Name and ticker symbol</u>	<u># Months as Client</u>	<u>Date and Type of Report Last Issued</u>	<u>Describe Professional Services Provided</u>
_____	#	_____	_____
_____	#	_____	_____
_____	#	_____	_____
_____	#	_____	_____
_____	#	_____	_____

- For each public client listed above, provide the following information regarding the most recent engagements performed.

<u>Client Name</u>	<u>Net Loss?</u>	<u>Negative Cash Flow?</u>	<u>Negative Retained Earnings?</u>	<u>Significant Uncertainties or Contingencies?</u>	<u>Going Concern Reference?</u>
_____	<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				

- List each professional of the Applicant Firm responsible for the supervision of public client engagements and describe their industry experience.

<u>Name(s)</u>	<u># Years of Supervisory Experience in Auditing Public Clients</u>	<u># Years of Audit Field Work in Auditing Public Clients</u>	<u># Years of Relevant Industry Experience</u>
_____	#	#	#
_____	#	#	#
_____	#	#	#
_____	#	#	#
_____	#	#	#

Carolina Casualty Insurance Company

4. Is the Applicant Firm registered with the Public Company Accounting Oversight Board ("PCAOB")? Yes No
5. Has the Applicant Firm ever undergone an investigation by the Public Company Accounting Oversight Board?
If "Yes", provide details. _____

6. Is the Applicant Firm a member of the AICPA SEC Practice Section or Center for Public Company Audit Firms? Yes No
7. Describe how professional staffing requirements are determined and how staff is supervised for public client engagements.

8. Does the Applicant Firm have written guidelines for the acceptance / continuance of public client engagements and are these guidelines viewed and documented on an annual basis?
If "No", provide details. _____

9. During the past 3 years, for public audit engagements performed, including any subsidiary(ies) or employee benefit plan(s), which were new to the Applicant Firm in the last 12 months, were there any client disagreements with the predecessor auditor in the year prior to the change in auditors, which were disclosed in SEC filings?
If "Yes", identify the client and describe the disagreements. Yes No

10. During the past 3 years, have any public clients, including any subsidiary(ies) or employee benefit plan(s), issued corrected financial statements, or has an auditor (including the Applicant Firm, or by the predecessor auditor) withdrawn an audit report or issued a revised audit report?
If "Yes", provide details, including (1) client name; (2) year(s) the financial statements were corrected / revised / withdrawn; (3) reason the financial statements were corrected / revised / withdrawn; and (4) the nature of the inquiry or investigation. Yes No

11. During the past 3 years, have any public clients, including any subsidiary(ies) or employee benefit plan(s), received a letter of comments or deficiencies from the SEC regarding financial statement reporting or disclosure matters?
If "Yes", provide details, including (1) client name; (2) description of the SEC comments; (3) client's response; and (4) resolution status. Yes No

12. Has the Applicant Firm contemporaneously provided any non-audit / review services to their public clients, including any subsidiary(ies) or employee benefit plan(s)?
If "Yes", complete the Securities Services Supplemental Form (APL 28820). Yes No

Carolina Casualty Insurance Company

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Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Nonprofit Directorship Proposal Form

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

A SEPARATE PROPOSAL FORM IS REQUIRED FOR EACH NONPROFIT ORGANIZATION WHERE INDIVIDUALS ARE PROPOSED FOR COVERAGE. IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Coverage Requested

Limits of Liability Desired: \$10,000 \$25,000 \$50,000

Nonprofit Directorship Information

1. Name of Individual(s): _____
2. Name of the Nonprofit Organization: _____
3. The Nonprofit Organization has been in continuous operation since: _____
4. Describe the nature of the Nonprofit Organization's legal structure, purpose(s) and the nature of operation(s) (Corporation, Association, Foundation, Service, etc.): _____

5. Does the Nonprofit Organization currently have a tax-exempt status under the U.S. Internal Revenue Service Code? Yes No
If "Yes", under which IRSC Section? 501(c)(3) 501(c)(4) 501(c)(6) 501(c)(7) Other _____

6. Does the individual(s) proposed for this extension of coverage serve on the board of or with the Nonprofit Organization at the specific consent of the Applicant Firm? Yes No

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED UNDER THIS POLICY FOR NONPROFIT ORGANIZATION POSITIONS WHERE SUCH SERVICE IS NOT AT THE SPECIFIC CONSENT OF THE APPLICANT FIRM.

7. During the last 5 years, has the Nonprofit Organization or any of the directors and officers of the Nonprofit Organization received any written demands for money or services or been involved in any lawsuits, administrative or arbitration proceeding that would otherwise be within the scope of this proposed insurance? Yes No

8. Are the undersigned or any persons proposed for this extension of coverage aware of any fact, circumstance or situation involving any Nonprofit Organization or its subsidiaries or the directors, trustees, officers, employees, volunteers or committee members of any Nonprofit Organization or its subsidiaries which he or she has reason to believe might result in a future claim? Yes No

IF "YES" TO QUESTIONS 7. OR 8., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION FOR EACH ALLEGATION BY ATTACHMENT:

- | | | | |
|---------------------------|--|---------------------|--------------------|
| (a) Date Claim first made | (b) Claimant's Name | (c) Allegation | (d) Current Status |
| (e) Demand Amount | (f) Settlement (Indemnity) or Reserve Amount | (g) Attorney's fees | |

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 7. OR 8.

Carolina Casualty Insurance Company

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Accountants Professional Liability Insurance

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Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Trust Fiduciary Services Information

1. Provide the following information for each Trust in which a member of the Applicant Firm serves as Trustee. If space provided is insufficient, provide by attachment.

Table with columns for Trust #1 and Trust #2. Rows include: Trustee Name (Co-Trustee, if applicable), Trust Name, Date Trust Established, Type of Trust, Trust Asset Value, Income from Trust, List Services Provided, Written Agreement Applies?, Dual Signatures Required?, Independent Audits Conducted?.

2. Other than bookkeeping, bill payment, or tax return preparation, provide details of professional services rendered:

3. Are any of the Trusts listed above related to any other Trust in which a member of the Applicant Firm serves as Trustee? If "Yes", provide details.

4. When are accounting reports provided to all beneficiaries? As requested, Not provided, Annually, Quarterly, Monthly, Other:

5. Do any other party(ies) receive a copy of the accounting reports (e.g. court and/or outside authority)? If "Yes", list parties.

6. The fee arrangement for the Trust Service activities is determined by: Trust Agreement, Direct Billing to Trust, Other:

7. Does any Trust engage in any of the following activities: (a) use of trust funds to invest in entities... (b) employment by the Trust... (c) use of trust funds as loans... If "Yes", provide details.

8. Does any Trust delegate or refer work outside the Applicant Firm? If "Yes", provide details.

Carolina Casualty Insurance Company

9. Does the Applicant Firm have discretionary authority? Yes No
- (a) If "Yes", does the Applicant Firm:
- (i) Have discretionary authority to make individual securities investments and/or authorize loans on behalf of the Trust? Yes No
- (ii) Employ the services of a Money Management Professional or Investment Adviser? Yes No
- (b) If applicable, are all investment goals and portfolio compositions described in the Trust Agreement? Yes No
- If "Yes", provide details. _____

10. Does the Applicant Firm maintain a surety bond or other form of employee dishonesty coverage? Yes No

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Please Read Carefully

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Dated Signature of Owner, Partner, Officer or Principal

Title Owner, Partner, Officer or Principal (Print Name)

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Accountants Professional Liability Insurance

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Non-Trust Fiduciary Services Information

1. Provide the following information for each client where Funds Management Activities apply. If space provided is insufficient, provide by attachment.

	<u>Client #1</u>	<u>Client #2</u>	<u>Client #3</u>
Client Name:	_____	_____	_____
Total Funds Managed Prior Fiscal Year:	\$ _____	\$ _____	\$ _____
List Services Provided:	_____	_____	_____
Written Agreement Applies?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Discretionary Authority to invest funds apply?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Does the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm control the receipt of disbursement of client funds other than as a Trustee? Yes No

If "Yes",

- (a) Do members of the Applicant Firm have check signature authority? Yes No
- (b) Is a countersignature required on all client checks issued? Yes No
- (c) Does the Applicant Firm have internal audit control procedures and/or custodian cross checks? Yes No
- (d) Is the Applicant Firm's compensation based solely on hourly fees? Yes No

If "No", provide details. _____

(e) Are client funds co-mingled with other funds? Yes No

If "Yes", provide details. _____

(f) Does someone other than the Applicant Firm's personnel authorized to deposit or withdraw from the account and reconcile all client bank accounts? Yes No

If "No", provide details. _____

Carolina Casualty Insurance Company

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_____	_____
Dated	Signature of Owner, Partner, Officer or Principal
_____	_____
Title	Owner, Partner, Officer or Principal (Print Name)

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Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Coverage Requested

Limits of Liability Desired: [] \$10,000 [] \$25,000 [] \$50,000 [] Other: \$

Employment Practices Information

- 1. Does the Applicant Firm intend to reduce its work force within the next 18 months? [] Yes [] No
2. Indicate which formal written policies and procedures have been implemented. If "None", so state. [] None
[] Employee Handbook / Manual [] Anti-Harassment Policy, including Employers with more than 50 Employees
[] Anti-Discrimination Policy - Sexual Harassment [] Family Medical Leave Act
Equal Employment Opportunity (EEO) Policy [] Adherence to Employment "at-will" relationship with all Employees [] California Employers Only
[] California Family Rights Act
3. List the Employment Practices Liability Policy purchased by the Applicant Firm for the most recent year. If "None", so state. [] None
Insurance Carrier Inception Date Expiration Date Limit of Liability Deductible Premium
\$ \$ \$
4. Has the Extended Reporting Period (or Discovery Period) been exercised for the Applicant Firm's most recent Employment Practices Liability Policy? [] Yes [] No
If "Yes", provide full details.

Litigation and Claim Information (Provide details to all "Yes" answers by attachment)

- 5. During the last 5 years, has any current or former Employee, third party, or regulatory agency or commission made any claim, or otherwise alleged discrimination, harassment, wrongful discharge and/or Wrongful Employment Acts against any Insured? [] Yes [] No
A claim is not limited to the filing of a lawsuit or complaint by or with the Equal Employment Opportunity Commission or similar state or local agency. A claim may also include a written demand by any current or former Employee seeking relief in connection with an employment-related dispute or grievance.
6. Is any Insured aware of any fact, circumstance or situation involving any Insureds that might reasonably be expected to result in a claim for any Wrongful Employment Acts? [] Yes [] No

IF "YES" TO QUESTIONS 5. OR 6., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION FOR EACH ALLEGATION BY ATTACHMENT:

Table with 4 columns: (a) Date claim first made, (b) Claimant's Name, (c) Allegation, (d) Current Status, (e) Demand Amount, (f) Settlement (Indemnity) or Reserve Amount, (g) Attorney's fees

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 5. OR 6.

Carolina Casualty Insurance Company

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

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NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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NOTICE TO APPLICANTS OF 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.

NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Business / Personal Management Services Information

Business / Personal Management Services ("B/PM") are those services where the Applicant Firm acts as the representative in some or all of the client's financial transactions (e.g., bill paying and cash disbursements).

For each Business / Personal Management client also complete the attachment to this Supplemental Form.

1. List approximate percentage of Applicant Firm's clients that are Business / Personal Management related. _____ %

2. List estimated percentage of prior fiscal year Business / Personal Management revenue by the following services:

<u>Area of Practice</u>	<u>%</u>	<u>Area of Practice</u>	<u>%</u>
Accounting or Audit for Royalties or Revenue	_____ %	Financial Statement Preparation	_____ %
Bill Paying	_____ %	Tax Services	_____ %
Bookkeeping Services	_____ %	Other: _____	_____ %
Business / Investment Advice	_____ %	Other: _____	_____ %
			TOTAL 100%

3. Is any member of the Applicant Firm acting as a director or officer of any company owned or controlled by a Business / Personal Management client? Yes No

4. List each professional of the Applicant Firm that provides Business / Personal Management Services and describe their industry experience and relevant Continuing Professional Education (CPE) courses completed in the last 3 years.

<u>Name(s)</u>	<u>Years of B/PM Experience</u>	<u>Name and # Hours of Relevant CPE Last 3 years</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Attach a copy of the standard engagement letter used for these services.

6. Are background checks performed on employees with access to client funds? Yes No

7. Does the Applicant Firm have signature authority on client checking accounts or other forms of authority to release client funds? Yes No

If "Yes", describe the Applicant Firm's internal controls regarding documenting the client approval to release funds.

8. Does the Applicant Firm maintain a surety bond or other form of employee dishonesty coverage? Yes No

9. Are the Business / Personal Management services provided by the Applicant Firm conducted for clients in the Family Office or Entertainment Field? Yes No

If "Yes", provide the number of clients. _____ #

10. For each (1) Family Office client with assets under the Applicant Firm's control over \$10 million, or (2) Entertainment Field client with assets over \$5 million, provide a detailed description of services provided for each client.

Carolina Casualty Insurance Company

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Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

**APPLICANT FIRM'S INSTRUCTIONS
COMPLETED APPENDIX IS REQUIRED FOR EACH CLIENT SERVICED.**

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Provide the following information for each Client serviced:

1. Name of Client:

2. Does the Applicant Firm have discretionary authority to invest funds on behalf of this client? Yes No
If "Yes", describe the types of investments used.

 - (a) Are client's funds co-mingled with other funds? Yes No
 - (b) Amount of client funds under the Applicant Firm's control: \$ _____
 - (c) Number of employees who control or disburse funds for clients. _____ #
3. Describe how frequently an accounting of services rendered is given to the client.

4. How is the Applicant Firm compensated for services rendered? Commission Fee Referral Fee Other
If method of compensation is "Other", describe: _____
5. Are reports provided to any party other than the client? Yes No
If "Yes", to whom and how often?

Provide the following information for each Client serviced:

1. Name of Client:

2. Does the Applicant Firm have discretionary authority to invest funds on behalf of this client? Yes No
If "Yes", describe the types of investments used.

 - (a) Are client's funds co-mingled with other funds? Yes No
 - (b) Amount of client funds under the Applicant Firm's control: \$ _____
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3. Describe how frequently an accounting of services rendered is given to the client.

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If method of compensation is "Other", describe: _____
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If "Yes", to whom and how often?

Accountants Professional Liability Insurance

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Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Securities Services Information

Securities Services are those services that fall under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Investment Company Act of 1934, the Public Utility Holding Company Act of 1935, or any state Blue Sky or securities laws.

DO NOT complete for Broker / Dealer Audit Services unless the Broker / Dealer is publicly traded.

1. Describe in detail the type of securities services performed (including SEC Section 404 services).

2. Within the last 5 years, has the Applicant Firm provided audit / review services to publicly traded clients? Yes No
If "Yes", complete the Public Client Audit Services Supplemental Form (APL 28740).

3. List each professional of the Applicant Firm with Securities Services experience and describe their industry experience and relevant Continuing Professional Education (CPE) courses completed in the last 3 years.

<u>Name(s)</u>	<u>Years of Securities Experience</u>	<u>Name and # Hours of Relevant CPE Last 3 years</u>	<u>Securities Billable Hours Last 12 months</u>	<u>% Total Hours Last 12 months</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. How many annual hours of Continuing Professional Education (CPE) courses on current securities developments are required of the Applicant Firm's securities accountants?

5. Is the Applicant Firm registered with the Public Company Accounting Oversight Board ("PCAOB")? Yes No

6. Has the Applicant Firm ever undergone an investigation by the Public Company Accounting Oversight Board? Yes No
If "Yes", provide details. _____

7. Is the Applicant Firm a member of the AICPA SEC Practice Section or Center for Public Company Audit Firms? Yes No

Carolina Casualty Insurance Company

General Practices and Procedures

8. Does the Applicant Firm have a written procedure for evaluating a new client seeking securities advice relevant to a proposed transaction or offering, to determine the client's financial strength, its management expertise, its reputation, the nature of its business and its history of opinion shopping or changing attorneys and accountants? Yes No
- (a) Do these procedures include background checks on senior management? Yes No
- (b) Has the Applicant ever declined a potential client based on these procedures? Yes No
9. Does the Applicant Firm have a written procedure requiring that at least one professional within the Applicant Firm who is not working on the transaction in question, review and approve all written materials to be furnished in the transaction? Yes No
10. Does the Applicant Firm have a written policy:
- (a) prohibiting professionals and non-professional employees of the Applicant Firm, who have invested in a client, from working on a securities transaction for such client? Yes No
- (b) that is intended to prevent the improper use of material inside information or the tipping of such information by owners, partners, principals, members, managers, officers or employees of the Applicant Firm? Yes No
- (c) that prohibits owners, partners, principals, members, managers, officers or employees of the Applicant Firm from participating in the securities selling process (e.g., not participating in marketing meetings or calls involving prospective investors)? Yes No
- (d) prohibiting any contingency payment arrangement or any arrangements where a securities client pays for the Applicant Firm's services with client securities? Yes No
11. Does the Applicant Firm require an experienced securities accountant to interview the client's directors, executive officers and principals in connection with disclosure documents preparation and review? Yes No
- If "No", provide details. _____

12. Does the Applicant Firm have a written policy:
- (a) requiring Executive or Management Committee review prior to any Applicant Firm owner, partner, principal, member, manager, officer or employee serving as a director, officer or general partner of a securities client? Yes No
- (b) governing trading and investing in client securities by owners, partners, principals, members, managers, officers or employees of the Applicant Firm? Yes No
- If "Yes", does this policy establish rules that distinguish between trading and investing by professionals and non-professional employees of the Applicant Firm working in the securities area and trading and investing by professionals and non-professional employees of the Applicant Firm not working in the securities area? Yes No
13. Does the Applicant Firm require a securities accountant to disclose all securities investments in clients of the firm? Yes No
14. During the last 5 years has the Applicant Firm or any owner, partner, principal, member, manager, officer or employee of the Applicant Firm been the subject of any investigations or administrative action by the Securities and Exchange Commission ("SEC") or similar State Securities Commission, or been terminated by a securities client, or had a dispute with a client necessitating disclosure to securities regulators? Yes No
- If "Yes", provide the following information:

<u>Client Name(s)</u>	<u>Date of Withdrawal</u>	<u>Description of Withdrawal or Dispute</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. During the last 5 years has the Applicant Firm or any owner, partner, principal, member, manager, officer or employee of the Applicant Firm been the subject of any legal action under the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky or securities laws? Yes No
- If "Yes", provide details. _____

Carolina Casualty Insurance Company

Bond Services

16. Within the last 5 years, has the Applicant Firm provided accounting services in connection with the offer and sale of securities in any transaction involving a security that was intended to be exempt under one of more of the following provisions of Section 3(a) of the 1933 Act:
- (a) Section 3(a)(2) as it relates to any security issued or guaranteed by a bank? Yes No
 - (b) Section 3(a)(2) as it relates to any security issued by the U.S. or any State or political subdivision or public instrumentality of the U.S. or any State? Yes No
 - (c) Section 3(a)(6) as it relates to any security issued by a Savings and Loan Institution? Yes No
- If "Yes", applies to Question 16. (a) or 16. (c), provide the following:

<u>Name of Institution</u>	<u>Location</u>	<u>Nature of Accounting Services Provided</u>	<u>Date of Service (from / to)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. Has the Applicant Firm provided accounting services in connection with the offer and sale of private placement bonds? Yes No
18. Is due diligence documentation retained for services in connection with a private placement bonds with an aggregate price of \$100,000 or more? Yes No
19. Within the last 5 years, what is the number of bond issues for which the Applicant Firm has provided accounting services? _____
20. Indicate the number of bonds issued (by type):
- General Obligation Bonds: _____
 - Revenue Bonds: _____
 - Other Bonds, Describe: _____
21. Indicate the entity for which the Applicant Firm was employed in the above bond issues:
- Bond Counsel: _____
 - Issuer: _____
 - Underwriter: _____
 - Other Bonds, Describe: _____
22. How many of the above indicated bond issues:
- (a) Are currently in default? _____
 - (b) Have experienced a default proceeding? _____

Carolina Casualty Insurance Company

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Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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**Incorporated Agreement
with Enhanced Severability**

By acceptance of this proposal, the Partner, Owner, Officer or Principal, acting on behalf of all **Insureds**, declare that the statements set forth in the accepted <<insert description of application accepted>> application are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of the accepted application. The accepted application shall constitute the "Proposal Form".

The Partner, Owner, Officer or Principal agree that the particulars and statements contained in the Proposal Form and any material submitted therewith are their representations and are the basis of the insurance contract. The Partner, Owner, Officer or Principal further agree that the Proposal Form and any material submitted therewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section I.
Blanket Nonprofit Directorship Coverage for Claims Expense**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section I. Insuring Agreement of this Policy is amended by the addition of the following:
 - I.: Nonprofit Directorship Claims Expense Coverage
 This Policy shall pay on behalf of the **Nonprofit Insured**, all **Claims Expense** that the **Nonprofit Insured** shall be legally obligated to pay, arising from any **Claim** first made against the **Nonprofit Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 60 days thereafter, arising out of any actual or alleged act or omission in the **Nonprofit Insured's** capacity or status as a duly elected director, officer or trustee of a **Nonprofit Organization**; provided, however, that prior to the inception date of the first Accountants Professional Liability Insurance Policy including this endorsement, issued by the **Insurer** to the **Named Insured**, which has been continuously renewed and maintained in effect to the inception of this **Policy Period** (or in the case of any person who during the **Policy Period** qualifies as an **Insured**, as of the date of such qualification), the **Nonprofit Insured** did not know, or could not reasonably foresee that such act or omission might reasonably be expected to be the basis of a **Claim**.
2. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions of this Policy is amended by the addition of the following:
 - III.: "**Nonprofit Insured(s)**" means an individual who was, now is, or during the **Policy Period** becomes a duly elected or appointed director, officer or trustee of a **Nonprofit Organization**, but only if such service is at the specific request or direction of the **Named Insured**;
 - III.: "**Nonprofit Organization**" means an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6), or (c)(7) of the Internal Revenue Code of 1986, including amendments thereto. As used herein, **Nonprofit Organization** shall not include the **Named Insured** or any client of the **Named Insured**.
3. Coverage provided by this endorsement shall be excess and follow form of all valid and collectible Directors and Officers Liability Insurance Policy(ies) which have been issued to such **Nonprofit Organization** and any indemnification provided by such **Nonprofit Organization**. Further, if said Directors and Officers Liability Insurance Policy(ies) shall have been issued to such **Nonprofit Organization** by the **Insurer** or any affiliate of the **Insurer**, then the sub-limit of liability for **Claims Expense** provided by this endorsement with respect to any such **Nonprofit Organization** shall be reduced by the limit of liability of such Directors and Officers Liability Insurance Policy provided by the **Insurer** or such affiliate of the **Insurer** to such **Nonprofit Organization**.
4. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$<<insert no more than \$50,000 Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.
5. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:
 - V. D.: The **Insurer** shall only be liable for the amount of **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Insured**, with regard to all **Claims Expense** under the coverage provided by this endorsement:
 Applicable Deductible: \$<<insert Deductible>>
6. Solely for the purposes of the coverage provided by this endorsement, section VI. Defense, Cooperation and Settlements B. of this Policy is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

VI. B.: The **Insurer** does not, however, under this **Policy**, assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them. The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Claims Expense** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Claims Expense** which have been consented to by the **Insurer** shall be recoverable as **Claims Expense** under the terms of this **Policy**. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision as to such consent and shall be entitled to effectively associate in the defense and the negotiation of any settlement of any **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section III. A.
Modified Definition of Claim**

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Definitions A. "Claim" of this Policy is deleted in its entirety and replaced with the following:

III. A.: "Claim" means a written demand for money, services, or injunctive relief including, but not limited to, the service of suit(s), a request that an **Insured** agree to waive a legal right or sign an agreement to toll the statute of limitations, or a demand for arbitration; provided, however, **Claim** shall not include any proceedings before a state licensing board or similar authority, except as otherwise provided in section V. Supplemental Coverages, of this Policy. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section III.
Registered Representative Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions F. **"Insured"** and L. **"Professional Services"** of this Policy are amended by the addition of the following:
 - III. F.: **"Insured"** also means the **Registered Representative(s)** listed below, but solely for any **Wrongful Act** which occurred on or subsequent to the Effective Date indicated below:

Additional Insured	Effective Date:
<<Registered Representative Name>>	<< Effective Date >>
<<Registered Representative Name>>	<< Effective Date >>
<<Registered Representative Name>>	<< Effective Date >>
<<Registered Representative Name>>	<< Effective Date >>
 - III. L.: **"Professional Services"** also means services performed by an **Insured** as a **Registered Representative**, but solely with respect to:
 1. directly or indirectly soliciting, negotiating, placing, recommending or selling variable annuities or mutual funds registered with the Securities and Exchange Commission; or
 2. providing advice, consulting or financial planning solely related to variable annuities or mutual funds registered with the Securities and Exchange Commission;
 provided, however, that in all events, coverage as is afforded with respect to **Professional Services** shall only apply for such services performed by an **Insured**:
 - a. for remuneration inuring to the benefit of the **Named Insured** or a **Predecessor Firm**, or
 - b. on a pro bono basis, but solely if, prior to the performance of such services, a partner, director or officer of the **Named Insured** or a **Predecessor Firm** approved the performance of such services without a fee.
2. Solely for the purposes of the coverage provided by this endorsement, section III. Definitions of this Policy is amended by the addition of the following:
 - III.: **"Registered Representative"** means the above listed **Insured**; provided, however, the **Insured** is:
 - a. registered, and as applicable, licensed, by the National Association of Securities Dealers and any other applicable federal, state or local governmental or regulatory entity charged with regulating the solicitation and sale of securities; and
 - b. contracted with or employed by a "broker" or "dealer" (as defined in the Securities Exchange Act of 1934, as amended) that is licensed by the National Association of Securities Dealers.
3. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions K. of this Policy is deleted in its entirety and replaced with the following:
 - IV. K.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the promotion, sale or solicitation of any tax shelter or real estate;
4. Solely for the purposes of the coverage provided by this endorsement, section IV. Exclusions of this Policy is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Insured's** activities exercising discretionary authority or control with regard to the management or disposition of assets (whether for individuals, groups, plans or other entities);
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the sale, attempted sale or servicing of commodities, commodities futures contracts, any type of option contract, promissory notes, limited partnerships, viatical or life settlements, viaticated insurance benefits, or any security backed by viatical settlements;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the provision of investment banking services, including service as an underwriter, consultant, adviser or specialist, or the giving of financial, economic or investment advice relating to or in connection with any aspect of corporate mergers, acquisitions, securities offerings, restructuring divestitures or other forms of investment banking; provided, however, this exclusion shall not apply to any **Claim** arising from the sale of securities in connection with a distribution thereof if such **Claim** relates solely to conduct by any **Registered Representative** affecting only particular clients of the **Named Insured**, and does not arise from facts or circumstances affecting the distribution generally such as, but not limited to, actual or alleged deficiencies or inaccuracies in the formal written offering materials;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the use by any **Registered Representative**, or aiding and abetting by any **Registered Representative** in the use of, or actual or alleged participating after the fact by any **Registered Representative**, in the use of, non-public information in a manner prohibited by the laws of the United States, including, but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988 (as amended) and Rule 10b-5 thereunder, any state, commonwealth, territory or subdivision thereof, or the laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any activities in connection with any equity security priced under \$5.00, however, this exclusion shall not apply if such security is registered or approved for registration upon notice of issuance on a national securities exchange, authorized or approved for authorization upon notice of issuance for quotation in the NASDAQ system or issued by an investment company registered under the Investment Company Act of 1940 (as amended);
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the purchase or sale of securities or any other investment of any kind or nature that was not authorized or approved for sale by the the "broker" or "dealer"; or any transaction to purchase or sell such securities or any other investment of any kind or nature that was not processed by or approved for processing by the "broker" or "dealer";
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the receipt of any commission or fee by the **Registered Representative** specifically prohibited by the AICPA;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the purchase, sale, or the giving of advice regarding "junk bonds" or "high yield bonds". For purposes of this exclusion, "junk bonds" or "high yield bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Claim** brought by any governmental or quasi-governmental official or agency in any capacity, including but not limited to the Securities and Exchange Commission, National Association of Securities Investor Protection Corporation, or any state or federal securities or insurance commission or agency; provided, however, this exclusion shall not apply to any **Claim** brought by or on behalf of such official or entity in its capacity as a client of the **Registered Representative**;
- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
 2. any **Wrongful Act** occurring on or subsequent to the Effective Date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.
- 5. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible A. of this Policy is amended by the addition of the following:
 - V. A.: The amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Damages** and/or **Claims Expense**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.
- 6. Solely for the purposes of the coverage provided by this endorsement, section V. Limits of Liability and Deductible D. of this Policy is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

V. D.: The **Insurer** shall only be liable for the amount of **Damages** and/or **Claims Expense** arising from a **Claim** which is in excess of the applicable Deductible amount stated below. Such Deductible amount to be borne by the **Named Insured**, with regard to all **Damages** and/or **Claims Expense** under the coverage provided by this endorsement:

Applicable Deductible: \$<<insert Deductible>>

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Modification to Section IV. K.
Modified Sale of Securities Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions K. of this Policy is deleted in its entirety and replaced with the following:

IV. K.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the promotion, sale or solicitation of any security, tax shelter, insurance, real estate or investment, or any **Insured's** activities or capacity as a Broker or Dealer as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934; provided, however, this exclusion IV. K. shall not apply to the sale or promotion of any security unless an **Insured** received a commission, fee or other compensation from the issuer or provider of the security;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Interested Party Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: brought or maintained by or on behalf of <<to be determined>> and/or its subsidiaries and/or its affiliates and/or its directors and/or officers.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section IV.
Based Upon Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving <<insert name of individual(s) here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Brought by Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: brought or maintained by or on behalf of <<insert name of individual(s) here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

**Addition to Section IV.
Based Upon Professional Services Exclusion**

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Professional Services** provided by or in conjunction with <<insert name of individual(s) here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

AccountOne Renewal Proposal Form for Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made Policy, relating to claims made against the Insureds during the Policy Period or any Extended Reporting Period that may apply.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm: _____
 Street Address: _____ Suite: _____
 City: _____ County: _____
 State: _____ Zip Code: _____
 Website Address (if applicable): _____
 Federal Employer Identification Number (FEIN): _____

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name: _____ Telephone Number: _____
 Title: _____ Fax Number: _____
 E-mail Address: _____

Producer Information

Agent's Name (Individual's Name): _____ Agent's License Number: _____
 Submitted by (Agency Name): _____ Dated: _____

Underwriting Information (Provide details to all "Yes" answers by attachment, when appropriate)

- Indicate the total number of personnel for the Applicant Firm by Full Time and Part Time (<1,250 hours).

	<u>FT</u>	<u>PT</u>
(a) Total number of Professional Staff, including Owners, Partners, Officers, employed by the Applicant Firm.	_____	_____
(b) Total number of Additional Staff, including all Administrative and/or Support Staff for the Applicant Firm.	_____	_____
- Indicate the Gross Annual Revenue for the Applicant Firm.
 Prior Fiscal Year: \$ _____ Current Fiscal Year (est.): \$ _____ Projected Next Fiscal Year: \$ _____

- Indicate the percentage of Gross Annual Revenue for the Prior Fiscal Year derived from the following areas of practice:

<u>Area of Practice</u>	<u>%</u>	<u>Area of Practice</u>	<u>%</u>	<u>Area of Practice</u>	<u>%</u>
Business Tax Services: _____	%	Review Services: Non Public Clients: _____	%	*Fiduciary Services: Non-Trust Related: _____	%
Estate Tax Services: _____	%	Compilation Services: Non Public Clients: _____	%	*Fiduciary Services: Employee Benefit Plan: _____	%
Individual Tax Services: _____	%	Projection and Forecast Services: _____	%	*Information Technology Services: _____	%
Bookkeeping and Write-Up Services: _____	%	Business Valuation Services: _____	%	*Assurance Services: _____	%
Payroll Accounting Services: _____	%	Litigation Support Services: _____	%	Securities (Other than Audit) Services: _____	%
Audit/Review Services: Public Clients: _____	%	Business/Personal Management Services: _____	%	Other: _____	%
Audit Services: Non Public Clients (1): _____	%	*Fiduciary Services: Trust Related: _____	%	*Describe by attachment	TOTAL: 100%

(1) Complete the following Supplemental Form(s): Non Public Client Audit Services (APL 28735)

- Does the Applicant Firm use Engagement Letters on a majority of engagements? Yes No
- Does the Applicant Firm audit, or is proposing to audit, any publicly traded company? Yes No
- Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
 - performed services, other than tax, for a client that is contemplating or has declared or filed bankruptcy, defaulted on a debt obligation, or become insolvent? Yes No
 - performed services or consented to the use of the Applicant Firm's work product, in connection with public or private offerings of securities, real estate, or other investments? Yes No
- Within the last 12 months, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
 - exercised any discretionary control over client funds, other than as an executor or trustee? Yes No
 - participated in the management of any investment partnership, limited partnership, tax shelter or other investment ventures? Yes No
 - participated with clients in any investment or business? Yes No
- Within the last 12 months, has the Applicant Firm:
 - merged with or acquired, the business of any individual or entity? Yes No
 - been involved in any disputes with respect to fees or other compensation? Yes No
 - created and/or acquired any new affiliates and/or subsidiaries? Yes No
- Within the last 12 months, has a peer or on-site quality review under the sponsorship of the AICPA, any state CPA Society, or any other professional association or organization, been conducted? Yes No
 - If "Yes", indicate the opinion rendered: Unqualified / Unmodified Qualified / Modified Adverse
 - If "No", indicate the anticipated date of next peer review / **on-site** quality review: _____ Or, check if a review is not required.

Carolina Casualty Insurance Company

Litigation and Claim Information

10. During the last 12 months, has the Applicant Firm, any Predecessor Firm, or any member of the Applicant Firm:
- (a) had his/her certificate, license, or permit to practice suspended or revoked? Yes No
- (b) been subjected to an investigation or disciplinary action by any state board of accountancy, State Society, the AICPA or any other state or federal regulators? Yes No
11. During the last 12 months, has any professional liability claim or suit been made against the Applicant Firm, any Predecessor Firm, or any partner, stockholder or professional staff person in the Applicant Firm? Yes No

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

NOTICE TO APPLICANTS OF 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.

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO APPLICANTS OF 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.

NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form; any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. Any material submitted herewith shall be considered attached to and a part of the Policy. It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- the information contained in this Proposal Form shall not be used by the **Insureds** as notice, nor will the **Insurer** recognize and/or accept the information contained herein as notice, as provided for in section VII. of the Common Policy Terms and Conditions Section of this **Policy**;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy and any endorsement attached. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Merger and Acquisition Activity Information

1. Complete the following for the Merged and/or Acquired Entity.

Name: _____

Street Address: _____ Date of Transaction: _____

City, State, Zip: _____ Year Established: _____

Gross Annual Revenue Prior Fiscal Year: \$ _____

2. Indicate the total number of personnel by Full Time and Part Time (<1,250 hours).

(a) Total number of Professional Staff, including Owners, Partners, Officers. FT PT

(b) Total number of Additional Staff, including all Administrative and/or Support Staff. _____

TOTAL: _____

3. Check all that apply to this transaction: [] Assets only were acquired [] Acquisition (seller maintains no ownership interest) [] Assets and liabilities were acquired [] Merger (seller maintains ownership interest)

4. Did this transaction result in a name change? [] Yes [] No If "Yes", provide full details: _____

5. Are there professional services that the Merged and/or Acquired Entity performed that are not being offered by the Applicant Firm? [] Yes [] No

If "Yes", provide full details: _____

6. List the professional liability insurance purchased by the Merged and/or Acquired Entity for each of the past 3 years. [] None

Table with 6 columns: Insurance Carrier, Inception Date, Expiration Date, Limit of Liability, Deductible, Premium. Rows for 3 years.

7. Has the Extended Reporting Period (or Discovery Period) been exercised for the Merged and/or Acquired Entity's prior professional liability insurance policies? [] Yes [] No

If "Yes", indicate the following: Limit of Liability: \$ _____ Inception Date: _____ Expiration Date: _____

8. Does the Merged and/or Acquired Entity's current or most recently expired professional liability insurance policy contain a retroactive date? If "Yes", indicate the date (Mo/Day/Yr): [] Yes [] No

Litigation and Claim Information

9. During the last 5 years, has any professional liability claim or suit been made against the Merged and/or Acquired Entity, or any predecessor firm, subsidiary, affiliated entity, partner, stockholder or professional staff person? [] Yes [] No

10. Is the Merged and/or Acquired Entity or any partner, stockholder or professional staff person in the Merged and/or Acquired Entity aware of any fact, circumstance, or situation that might reasonably be expected to result in any professional liability claim or suit against the Merged and/or Acquired Entity, or any predecessor firm, subsidiary, affiliated entity, partner, stockholder or professional staff person in the Merged and/or Acquired Entity? [] Yes [] No

IF "YES" TO QUESTIONS 9. OR 10., PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 28610).

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 9. OR 10.

Carolina Casualty Insurance Company

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

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Please Read Carefully

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- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Accountants Professional Liability Insurance

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Name of Applicant Firm

Non Public Client Audit Services Information

1. Indicate the percentage of Non Public Clients by their total asset size for the Prior Fiscal Year.

Table with 3 columns: Up to \$25 million in Assets, Over \$25 to \$100 million in Assets, Over \$100 million in Assets. Each column has a percentage sign below it.

2. Indicate the number of Non Public Clients that were new to the Applicant Firm in the past 12 months:

Table with 2 columns: Prior Fiscal Year, Current Fiscal Year. Rows include Total number of clients and Number of clients that were new, with '#' symbols for counts.

3. Within the past 3 years, has the Applicant Firm rendered audit services for defined benefit plans? [] Yes [] No

4. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. [] Yes [] No

Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated Signature of Owner, Partner, Officer or Principal

Title Owner, Partner, Officer or Principal (Print Name)

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Accountants Professional Liability Insurance

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Employee Benefit Plan Information

1. Complete the following for each **Employee Benefit Plan(s)** for which coverage is requested:

<u>Name of Plan</u>	<u>Type of Plan*</u>	<u>Name of Plan Sponsor</u>	<u>Fair Market Value of Plan Assets</u>	<u># Years of Experience with this Plan</u>
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____

*Type of Plan: (DB)=Defined Benefit; (DC)=Defined Contribution; (ESOP)=Employee Stock Ownership Plan; (WB)=Health & Welfare Benefit; (MEP)=Multi Employer Plan or Multiple Employer Plan; (O)=Other

2. Does the Applicant Firm, apart from management and administration services, recommend and dispose assets, including purchasing or selling investments on behalf of such **Employee Benefit Plan**? Yes No
3. Does the Applicant Firm have discretionary authority to invest for any **Employee Benefit Plan**? Yes No
4. Does the Applicant Firm have a contractual relationship with a Securities Broker-Dealer or Registered Investment Advisor? Yes No
5. Does the Applicant Firm obtain a signed Engagement Letter or written agreement that is updated annually outlining **Employee Benefit Plan Services** to be performed? Yes No
6. Does the Applicant Firm review the investment guidelines of each **Employee Benefit Plan** at least annually? Yes No
7. Is the "fair market value" of all employee pension benefit plan or pension plan assets calculated at least annually? Yes No
8. Do all employee pension benefit plans or pension plans have written investment policies? Yes No
9. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. Yes No

Litigation and Claim Information

10. During the last 5 years, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No
11. During the last 5 years, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No
12. Is any **Insured** aware of any fact, circumstance or situation involving any **Employee Benefit Plan** that might reasonably be expected to result in any professional liability claim or suit against the Applicant Firm, the **Employee Benefit Plan**, or any partner, stockholder or professional staff person in the Applicant Firm? Yes No

IF "YES" TO QUESTIONS 11. OR 12. PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 8610).

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 10., 11., OR 12.

Carolina Casualty Insurance Company

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Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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1. Complete the following for each **Employee Benefit Plan(s)** for which coverage is requested:

<u>Name of Plan</u>	<u>Type of Plan*</u>	<u>Name of Plan Sponsor</u>	<u>Fair Market Value of Plan Assets</u>	<u># Years of Experience with this Plan</u>
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
_____	_____	_____	\$ _____	# _____
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2. Since the completion of the last Employee Benefit Plan Proposal Form to the **Insurer**, have there been a change to any of the following areas of service:

- (a) Asset recommendation and disposal, including purchasing or selling investments? Yes No
- (b) Discretionary investment authority? Yes No
- (c) Securities Broker-Dealer or Registered Investment Advisor contractual relationships? Yes No
- (d) Use of Engagement Letters or written agreements? Yes No
- (e) Review of investment guidelines? Yes No
- (f) "Fair market value" calculation of all employee pension benefit plan or pension plan assets? Yes No

If "Yes" to any of the above, provide full details. _____

- 3. Do all employee pension benefit plans or pension plans have written investment policies? Yes No
- 4. Are any defined benefit plans under funded by more than 20 percent? If "Yes", provide details by attachment. Yes No

Litigation and Claim Information

- 5. During the last 12 months, has there been, or is there currently, any investigation by the IRS, Department of Labor ("DOL"), Pension Benefit Guarantee Corporation ("PBGC"), or any other state or federal agency of any **Employee Benefit Plan** or any current or former fiduciary of such **Employee Benefit Plan**? If "Yes", provide details by attachment. Yes No
- 6. During the last 12 months, has any **Insured** been named as a party in any civil or criminal action, administrative, arbitration, regulatory or investigative proceeding, or received any other written demands for money or services that would be within the scope of this proposed insurance? Yes No

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Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

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Coverage Requested

Limits of Liability Desired: \$500,000 \$1,000,000

Registered Representative Information

1. Provide the following information for each Registered Representative of the Applicant Firm.

Name(s)	Professional Designations (CPA, CFA, etc.)	Securities License Type	# Years of Experience	CPE Hours Prior Year
			#	
			#	

2. Indicate the Gross Annual Revenue from Professional Services performed by Registered Representatives.

Prior Fiscal Year	Current Fiscal Year (estimated)	Projected Next Fiscal Year
\$	\$	\$

3. Indicate percentage Gross Annual Revenue for the Prior Fiscal Year from the sale of the following products:

Type of Product	%	% Accounting Client Related
Mutual Funds:	%	%
Variable Annuities:	%	%
Other:	%	%

4. Does the Applicant Firm obtain a signed Engagement Letter or written agreement that is updated annually outlining the client's investment objectives and the Professional Services the Registered Representative will perform? Yes No

5. Does the Applicant Firm have a contractual relationship with a Securities Broker-Dealer? Yes No

If "Yes", provide the following:

Name of Securities Broker-Dealer(s)	Relationship	Services Provided

6. Does any Registered Representative perform Professional Services under any other entity name(s)?

If "Yes", provide the following: Yes No

Name	Website Address (if applicable)
Street Address	City
State	Zip Code

Litigation and Claim Information

7. Has any Registered Representative:

- (a) ever had his/her certificate, license, or permit to practice suspended or revoked? Yes No
- (b) ever been subjected to an investigation or disciplinary action by the SEC, NASD, state securities department or other licensing or regulatory body? Yes No
- (c) ever had any complaint(s) filed with any consumer agencies, applicants, Securities Broker-Dealer(s), the SEC, NASD, IRS, state securities department, state insurance department or any other regulatory agency? Yes No

If "Yes", provide full details.

8. During the last 5 years, has any professional liability claim or suit been made against any Registered Representative? Yes No

9. Is the Applicant Firm, or any Registered Representative, or any partner, stockholder or professional staff person in the Applicant Firm aware of any fact, circumstance, or situation that might reasonably be expected to result in any professional liability claim or suit against any Registered Representative of the Applicant Firm? Yes No

IF "YES" TO QUESTIONS 8. OR 9., PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 8610).

Carolina Casualty Insurance Company

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 7., 8., OR 9.

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

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NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

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Accountants Professional Liability Insurance

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Coverage Requested

Limits of Liability Desired: \$500,000 \$1,000,000

Registered Representative Information

1. Provide the following information for each Registered Representative of the Applicant Firm.

<u>Name(s)</u>	<u>Professional Designations</u> (CPA, CFA, etc.)	<u>Securities</u> <u>License Type</u>	<u># Years of</u> <u>Experience</u>	<u>CPE Hours</u> <u>Prior Year</u>
_____	_____	_____	# _____	_____
_____	_____	_____	# _____	_____

2. Indicate the Gross Annual Revenue from Professional Services performed by Registered Representatives.

<u>Prior Fiscal Year</u>	<u>Current Fiscal Year (estimated)</u>	<u>Projected Next Fiscal Year</u>
\$ _____	\$ _____	\$ _____

3. Indicate percentage Gross Annual Revenue for the Prior Fiscal Year from the sale of the following products:

<u>Type of Product</u>	<u>%</u>	<u>% Accounting Client Related</u>
Mutual Funds:	_____ %	_____ %
Variable Annuities:	_____ %	_____ %
Other:	_____ %	_____ %

4. Does the Applicant Firm obtain a signed Engagement Letter or written agreement that is updated annually outlining the client's investment objectives and the Professional Services the Registered Representative will perform? Yes No

5. Does the Applicant Firm have a contractual relationship with a Securities Broker-Dealer? Yes No

If "Yes", provide the following:

<u>Name of Securities Broker-Dealer(s)</u>	<u>Relationship</u>	<u>Services Provided</u>
_____	_____	_____
_____	_____	_____

6. Does any Registered Representative perform Professional Services under any other entity name(s)? Yes No

If "Yes", provide the following:

<u>Name</u>	<u>Website Address (if applicable)</u>
_____	_____
_____	_____

<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
_____	_____	_____	_____

Litigation and Claim Information

7. During the last 12 months, has any Registered Representative:

- (a) had his/her certificate, license, or permit to practice suspended or revoked? Yes No
- (b) been subjected to an investigation or disciplinary action by the SEC, NASD, state securities department or other licensing or regulatory body? Yes No
- (c) had any complaint(s) filed with any consumer agencies, applicants, Securities Broker-Dealer(s), the SEC, NASD, IRS, state securities department, state insurance department or any other regulatory agency? Yes No

If "Yes", provide full details. _____

8. During the last 12 months, has any professional liability claim or suit been made against any Registered Representative? Yes No

Carolina Casualty Insurance Company

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Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the **Insurer** and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

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Accountants Professional Liability Insurance

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Assurance Services Information

1. Complete the following for all Assurance Services performed by the Applicant Firm during the Prior Fiscal Year.

<u>Assurance Services</u>	<u># Years of Experience</u>	<u>% of Gross Annual Revenue</u>	<u>Engagement Letter Used</u>
(a) Business Performance Measurement Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Electronic Commerce Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) Health Care Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(d) Mergers & Acquisitions Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(e) Policy Compliance Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) Risk Assessment Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(g) Systems Reliability Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(h) Trading Partner Accountability Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(i) Other Assurance Services			
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	# _____	% _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
TOTAL:		100%	

Carolina Casualty Insurance Company

2. Indicate the sources of revenue for Assurance Services:

- (a) Commissions and / or Fees: Yes No (c) Non-monetary compensation: Yes No
(b) Referral Fees: Yes No (d) Other: _____ Yes No

If "Yes" to 3. (b), (c), or (d), describe how the Applicant Firm maintains independence: _____

3. Does the Applicant Firm provide Assurance Services under any other entity name(s)? Yes No
If "Yes", provide the following:

Name		Website Address (if applicable)	
Street Address	City	State	Zip Code

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Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

_____	_____
Dated	Signature of Owner, Partner, Officer or Principal
_____	_____
Title	Owner, Partner, Officer or Principal (Print Name)

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Accountants Professional Liability Insurance

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Name of Applicant Firm _____

APPLICANT FIRM'S INSTRUCTIONS

IF SPACE IS INSUFFICIENT TO ANSWER ANY QUESTIONS FULLY, PROVIDE SEPARATE ATTACHMENTS.

Information Technology Services Information

1. Complete the following for all Information Technology Services performed by the Applicant Firm.

Information Technology Services	Prior Fiscal Year Revenue	Current Fiscal Year Revenue	Engagement Letter Used?
(a) Hardware or Software Evaluation / Recommendation Services	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Document Management Services, excluding "Protected Information"	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) Document Management Services, including "Protected Information"	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(d) Packaged Software Sales & Training Services	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(e) HIPAA Compliance Audit Services	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) Graham Leach Bliley Compliance Audit Services	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(g) Payment Card Industry (PCI) Audit Services	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(h) Other Audit Services, Describe: _____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
(i) Other Information Technology Services			
Describe Services: _____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Services: _____	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Complete the following for the 3 largest Information Technology projects during the last 5 years:

Client Name	Beginning / End dates	Describe Services Provided	Gross Revenue
_____	_____/_____/_____	_____	\$ _____
_____	_____/_____/_____	_____	\$ _____
_____	_____/_____/_____	_____	\$ _____

3. Describe the client sign-off practices for Information Technology Services: _____

4. List the following information for each professional of the Applicant Firm that performs Information Technology Services.

Name(s)	# Years of IT Experience	Name and # Hours of Relevant CPE Last 3 years
_____	# _____	_____
_____	# _____	_____
_____	# _____	_____

5. Does the Applicant Firm sub-contract any Information Technology Services to independent or sub-contractors? Yes No
- (a) Indicate the percent of services performed by sub-contractors: _____ %
- (b) Describe services sub-contracted: _____
- (c) Is a certificate of insurance with at least \$1,000,000 limit of coverage required from independent or sub-contractors? Yes No

Carolina Casualty Insurance Company

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NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO APPLICANTS OF 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.

NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

I understand that the information submitted herein becomes a part of the Applicant Firm's Accountants Professional Liability Insurance Proposal Form and is subject to the same representations and conditions.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:
Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

AccountOne Proposal Form for Accountants Professional Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION: This Proposal Form is for a Claims Made Policy, relating to claims made against the Insureds during the Policy Period or any Extended Reporting Period that may apply.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Applicant Firm.

Name of Applicant Firm: _____
 Street Address: _____ Suite: _____
 City: _____ County: _____
 State: _____ Zip Code: _____
 Website Address (if applicable): _____
 Federal Employer Identification Number (FEIN): _____

The person designated as agent of the Applicant Firm and of all **Insureds** to receive any and all notices from the **Insurer** or their authorized representatives concerning this insurance:

Contact Name: _____ Telephone Number: _____
 Title: _____ Fax Number: _____
 E-mail Address: _____

Producer Information

Agent's Name (Individual's Name): _____ Agent's License Number: _____
 Submitted by (Agency Name): _____ Dated: _____

Underwriting Information (Provide details to all "Yes" answers by attachment, when appropriate)

1. List the professional liability insurance purchased by the Applicant Firm for the past year. If "None", so state. None

Insurance Carrier	Inception Date	Expiration Date	Limit of Liability	Deductible	Premium
			\$	\$	\$
_____	_____	_____	_____	_____	_____

2. Indicate the Applicant Firm's current retroactive date (Mo/Day/Yr): _____ If "None", so state. None

3. The Applicant Firm has been in continuous operation since: _____

4. Indicate the total number of personnel for the Applicant Firm by Full Time and Part Time (<1,250 hours). FT PT

(a) Total number of Professional Staff, including Owners, Partners, Officers, employed by the Applicant Firm. _____

(b) Total number of Additional Staff, including all Administrative and/or Support Staff for the Applicant Firm. _____

5. Indicate the Gross Annual Revenue for the Applicant Firm.
 Prior Fiscal Year: \$ _____ Current Fiscal Year (est.): \$ _____ Projected Next Fiscal Year: \$ _____

6. Indicate the percentage of Gross Annual Revenue for the Prior Fiscal Year derived from the following areas of practice:

Area of Practice	%	Area of Practice	%	Area of Practice	%
Business Tax Services: _____ %		Review Services: Non Public Clients: _____ %		*Fiduciary Services: Non-Trust Related: _____ %	
Estate Tax Services: _____ %		Compilation Services: Non Public Clients: _____ %		*Fiduciary Services: Employee Benefit Plan: _____ %	
Individual Tax Services: _____ %		Projection and Forecast Services: _____ %		*Information Technology Services: _____ %	
Bookkeeping and Write-Up Services: _____ %		Business Valuation Services: _____ %		*Assurance Services: _____ %	
Payroll Accounting Services: _____ %		Litigation Support Services: _____ %		Securities (Other than Audit) Services: _____ %	
Audit/Review Services: Public Clients: _____ %		Business/Personal Management Services: _____ %		Other: _____ %	
Audit Services: Non Public Clients (1): _____ %		*Fiduciary Services: Trust Related: _____ %		*Describe by attachment	TOTAL: 100%

(1) Complete the following Supplemental Form(s): Non Public Client Audit Services (APL 28735)

7. Does the Applicant Firm use Engagement Letters on a majority of engagements? Yes No

8. Does the Applicant Firm audit, or is proposing to audit, any publicly traded company? Yes No

9. Within the last 5 years, has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:

(a) performed services, other than tax, for a client that is contemplating or has declared or filed bankruptcy, defaulted on a debt obligation, or become insolvent? Yes No

(b) performed services or consented to the use of the Applicant Firm's work product, in connection with public or private offerings of securities, real estate, or other investments? Yes No

(c) exercised any discretionary control over client funds, other than as an executor or trustee? Yes No

(d) participated in the management of any investment partnership, limited partnership, tax shelter or other investment ventures? Yes No

(e) participated with clients in any investment or business? Yes No

10. Within the last 12 months, has the Applicant Firm:

(a) merged with or acquired, the business of any individual or entity? Yes No

(b) been involved in any disputes with respect to fees or other compensation? Yes No

11. Does the Applicant Firm have any affiliates and/or subsidiaries? Yes No

12. Within the last 3 years, has a peer or on-site quality review under the sponsorship of the AICPA, any state CPA Society, or any other professional association or organization, been conducted? Yes No

(a) If "Yes", indicate the opinion rendered: Unqualified / Unmodified Qualified / Modified Adverse

(b) If "No", indicate the anticipated date of next peer review / on-site quality review: _____ Or, check if a review is not required.

Carolina Casualty Insurance Company

Litigation and Claim Information

13. Has the Applicant Firm, any **Predecessor Firm**, or any member of the Applicant Firm:
(a) ever had his/her certificate, license, or permit to practice suspended or revoked? Yes No
(b) ever been subjected to an investigation or disciplinary action by any state board of accountancy, State Society, the AICPA or any other state or federal regulators? Yes No
14. During the last 5 years, has any professional liability claim or suit been made against the Applicant Firm, any **Predecessor Firm**, or any partner, stockholder or professional staff person in the Applicant Firm? Yes No
15. Is the Applicant Firm or any partner, stockholder or professional staff person in the Applicant Firm aware of any fact, circumstance, or situation that might reasonably be expected to result in any professional liability claim or suit against the Applicant Firm, any **Predecessor Firm**, or any partner, stockholder or professional staff person in the Applicant Firm? Yes No

IF "YES" TO QUESTIONS 14. OR 15., PROVIDE FULL DETAILS ON THE CLAIM / INCIDENT SUPPLEMENTAL FORM (APL 28610).

IT IS UNDERSTOOD AND AGREED THAT THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST ANY INSURED BASED UPON, ARISING OUT OF, DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCE OF, OR IN ANY WAY INVOLVING ANY LAWSUIT, ADMINISTRATIVE PROCEEDING, WRITTEN DEMAND, FACT, CIRCUMSTANCE, OR SITUATION SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THE INSURED'S RESPONSE TO QUESTIONS 13., 14., OR 15.

NOTICE TO COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: 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.

NOTICE TO APPLICANTS OF 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.

NOTICE TO APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO DISTRICT OF COLUMBIA, MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA, AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

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NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Please Read Carefully

The undersigned, acting on behalf of all **Insureds**, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every **Insured** proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form; any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. Any material submitted herewith shall be considered attached to and a part of the Policy. It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the **Insurer** immediately;
- any Policy, if issued, will be in reliance upon the truth of such representations;
- this Proposal Form has been completed as respects the entire Applicant Firm;
- the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

Dated

Signature of Owner, Partner, Officer or Principal

Title

Owner, Partner, Officer or Principal (Print Name)

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:

Monitor Liability Managers, Inc., 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

**Arkansas
Accountants Professional Liability Amendatory Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section II. Extended Reporting Periods A. and B. of this Policy are deleted in their entirety and replaced with the following:
 - II. A.: If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 6. A. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months, as stated in Item 6. A. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. This period shall be referred to as the "Additional Extended Reporting Period". The Automatic Extended Reporting period and the Additional Extended Reporting Period shall be referred to collectively as the "Extended Reporting Period".
 - II. B.: If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this Policy, then without any additional premium being required, there shall be an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 60 day period shall be referred to as the "Automatic Extended Reporting Period".
2. Section II. Extended Reporting Periods of this Policy is amended by addition of the following:
 - II.: The quotation of a different premium and/or deductible and/or Limits of Liability and/or terms and conditions for renewal does not constitute a refusal to renew for the purpose of this section II.
 - II.: The right to purchase the Additional Extended Reporting Period shall terminate unless written notice is given to the **Insurer** within 60 days after the effective date of cancellation, or, in the event of a refusal to renew, within 60 days after the **Policy Period** ends, together with full payment of the premium for the Additional Extended Reporting Period. If such notice and premium payment is not so given to the **Insurer**, the **Named Insured** will not be able to exercise the right to purchase the Additional Extended Reporting Period at a later date.
 - II.: If the Additional Extended Reporting Period is purchased, the entire premium shall be deemed earned at its commencement and if the **Named Insured** terminates the Additional Extended Reporting Period before its term, the **Insurer** shall not be liable to return any portion of the premium paid for the Additional Extended Reporting Period.
 - II.: For the purposes of the Additional Extended Reporting Period, the maximum aggregate Limits of Liability set forth in Item 3. of the Declarations shall not be less than the greater of the amount of coverage remaining in the expiring policy aggregate or 50 percent of the aggregate at **Policy** inception.
3. Section II. Extended Reporting Periods C. and G. of this Policy are deleted in their entirety.
4. Section III. Definitions C. 2. "**Damages**" of this Policy is amended by addition of the following:
 - III. C. 2.: Punitive or exemplary damages are imposed to punish a wrongdoer and/or to deter others from similar conduct.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SERFF Tracking Number: MNLM-125198012 *State:* Arkansas
Filing Company: Carolina Casualty Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: APL-010108-F
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability

Product Name: Accountants Professional Liability
Project Name/Number: APL 28000 (03-07)/03-07 Original

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MNLM-125198012

State: Arkansas

Filing Company: Carolina Casualty Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: APL-010108-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: Accountants Professional Liability

Project Name/Number: APL 28000 (03-07)/03-07 Original

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	05/22/2008
Comments:		
Attachment: Transmittal PC TD-1 1-07.pdf		
Satisfied -Name: Authorization Letter	Review Status: Approved	05/22/2008
Comments:		
Attachment: Authorization Letter 2008.pdf		
Satisfied -Name: Filing Memo	Review Status: Approved	05/22/2008
Comments:		
Attachment: Filing Memo.pdf		
Satisfied -Name: Forms List	Review Status: Approved	05/22/2008
Comments:		
Attachment: Forms 1-08.pdf		
Satisfied -Name: Forms Schedule	Review Status: Approved	05/22/2008
Comments:		
Attachment: Form Filing Schedule PC FFS-1 1.pdf		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
W.R. Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Carolina Casualty Insurance Company	Iowa	10510	59-0733942	

5. Company Tracking Number	APL-010108-F
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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
	Beth Richards Monitor Liability Managers, Inc. 2850 W. Golf Road, Ste. 800 Rolling Meadows, IL 60008	Senior Compliance Analyst	800-446-2100, x 568	847-806-6590	brichards@monitorliability.com

7. Signature of authorized filer	<i>Beth Richards</i>
8. Please print name of authorized filer	Beth Richards

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

9. Type of Insurance (TOI)	17.1000 - Other Liability - Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.1019 - Other Liability - Claims Made, Professional Errors and Omissions Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Accountants Professional Liability
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: Upon Approval Renewal: Upon 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	3/4/08
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 #	APL-010108-R
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Carolina Casualty Insurance Company is submitting a new program for Accountants Professional Liability Insurance, which consists of the following:

FORMS:

- 1 new Policy Form
- 1 new Declarations Page
- 119 new endorsements
- 28 new proposal forms (applications)

Please refer to the attached Schedule of Forms for details.

RATES/RULES:

- Filed Separately.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: EFT
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



Filing Authorization Letter

January 2, 2008

RE: Carolina Casualty Insurance Company, NAIC 10510, FEIN 59-0733942
Filing Authorization: Monitor Liability Managers, Inc.

Dear Commissioner:

The purpose of this letter is to authorize Monitor Liability Managers, Inc. (“Monitor”) to submit filings for Professional Liability Insurance on behalf of Carolina Casualty Insurance Company.

By way of explanation, we would like to provide background as to the relationship between these two companies. Both Monitor Liability Managers, Inc. and Carolina Casualty Insurance Company are subsidiaries of the W.R. Berkley Corporation, an insurance holding company with insurance company subsidiaries operating throughout the United States. Monitor acts as an underwriting manager on behalf of certain insurance companies within the W.R. Berkley organization, including Carolina Casualty Insurance Company. Monitor has full underwriting and claims settlement authority and is responsible for Professional Liability Insurance product development.

An integral part of Monitor’s strategic marketing plan is to make all of its products available in the admitted market through Carolina Casualty Insurance Company. Carolina Casualty already has filings in place, in most states, for the Directors’ and Officers’ Program, the Lawyers’ Professional Liability Program, Excess Professional Liability, Management Liability, Employment Liability Practices and Non-Profit Organization Liability.

To facilitate and streamline current and future filing activities, Carolina Casualty Insurance Company is hereby extending authority to Monitor Liability Managers, Inc. to make Professional Liability filings on its behalf.

Any and all questions regarding Professional Liability submissions should be directed to:

Ms. Penelope Kilberry, CPCU, CPIW, AIS
Assistant Vice President
Regulatory Compliance
Monitor Liability Managers, Inc.
2850 West Golf Road, Suite 800
Rolling Meadows, IL 60008
847.806.6590, ext. 570

In addition to Penny Kilberry, Sandra L. Baggio, Senior Compliance Analyst, and Beth Richards, Senior Compliance Analyst, are authorized to submit filings on our behalf. Douglas J. Powers, CPCU, Assistant Secretary of Carolina Casualty Insurance Company will execute all documents requiring an officer's signature.

If you have questions regarding this authorization, please call Penny Kilberry at 1.800.446.2100, ext. 570, send an e-mail to pkilberry@monitorliability.com or write to Ms. Kilberry at 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008.

Sincerely,



Douglas J. Powers, CPCU
Assistant Secretary
Carolina Casualty Insurance Company
1.800.446.2100, ext. 508

**CAROLINA CASUALTY INSURANCE COMPANY
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE
PROGRAM**

FILING MEMORANDUM

Carolina Casualty Insurance Company is submitting its new program for Accountants Professional Liability.

This program has been developed to be a complementary addition to our growing portfolio of professional liability products and to address the needs of a select market segment.

This is a claims-made program designed to pay Damages and Claims Expense which results from any Wrongful Act by the Insured, arising out of the conduct of the Insured's profession as licensed public accountants or licensed tax professionals. The wrongful acts for which coverage is provided include claims arising from any actual or alleged act, breach of duty, error, or omission, or personal injury arising out of Professional Services including: invasion of privacy, libel, slander, mental anguish and humiliation.

CAROLINA CASUALTY INSURANCE COMPANY
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE PROGRAM – APL 28000 (03-07) – 01-08 NEW FILING
1 New Policy Form; 1 New Dec Page; 120 New Endorsements; 28 New Proposal Forms

SCHEDULE OF FORMS

	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
1.	APL 28000 (03-07)	Accountants Professional Liability Insurance Policy	This is the coverage form for the Accountants Professional Liability Policy.			X
2.	APL 28001 (03-07)	Declarations for Accountants Professional Liability Insurance	This is the declarations page for the Accountants Professional Liability Policy.			X
3.	APL 281000 (03-07)	Incorporated Agreement	Incorporates the accepted application and all of its attachments as part of the policy.			X
4.	APL 281001 (10-07)	Incorporated Agreement with Enhanced Severability	New endorsement to provide enhanced severability language.			X
5.	APL 281010 (03-07)	Addition to Section I. Insuring Agreement	Adds to section I. Insuring Agreement of the Policy.			X
6.	APL 281052 (03-07)	Addition to Section I. Nonprofit Directorship Coverage for Claims Expense	Amends section I. to add Nonprofit Directorship Claims Expense Coverage to the Policy.	X		
7.	APL 281053 (10-07)	Addition to Section I. Blanket NonProfit Directorship Coverage for Claims Expense	New endorsement to provide the same coverage provided by APL 281052, however, does not require manual input of individuals covered.	X		
8.	APL 281082 (03-07)	Addition to Section I. Employment Practices Coverage for Claims Expense	Amends section I. to add Employment Practices Claims Expense Coverage to the Policy.	X		
9.	APL 282010 (03-07)	Addition to Section II. Extended Reporting Periods	Adds to section II. Extended Reporting Periods of the Policy.			X
10.	APL 282021 (03-07)	Addition to Section II. Purchase of Extended Reporting Period	Amends section II. of the Policy to effect the purchase of the Extended Reporting Period.			X
11.	APL 282022 (03-07)	Addition to Section II. Purchase of Extended Reporting Period with Modified Limit of Liability	Amends section II. of the Policy to effect the purchase of the Extended Reporting Period, including a change in the Limit of Liability for the ERP.			X
12.	APL 282024 (03-07)	Modification to Section II. A. Broad Extended Reporting Period	Amends section II. A. of the Policy to revise the right to purchase Extended Reporting Period to situations where either the Insurer or the Named Insured cancels or refuses to renew this Policy.	X		
13.	APL 282026 (03-07)	Modification to Section II. A. Unilateral Extended Reporting Period	Amends section II. A. of the Policy to revise the right to purchase Extended Reporting Period to situations where the Insurer refuses to renew this Policy.	X		
14.	APL 282027 (03-07)	Modification to Section II. A. Restricted Extended Reporting Period	Amends section II. A. of the Policy to revise the right to purchase Extended Reporting Period to situations where the Insurer cancels or refuses to renew this Policy.		X	
15.	APL 282031 (03-07)	Modification to Section II. B. Automatic Extended Reporting Period	Amends section II. B. of the Policy to allow alternative number of days for the automatic extended reporting period.			X
16.	APL 282051 (03-07)	Addition to Section II. Purchase of Retirement Extended Reporting Period	Amends section II. of the Policy to effect the purchase of the Retirement Extended Reporting Period.			X

CAROLINA CASUALTY INSURANCE COMPANY
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE PROGRAM – APL 28000 (03-07) – 01-08 NEW FILING
1 New Policy Form; 1 New Dec Page; 120 New Endorsements; 28 New Proposal Forms

SCHEDULE OF FORMS

	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
17.	APL 282052 (03-07)	Addition to Section II. Purchase of Retirement Extended Reporting Period with Modified Limit of Liability	Amends section II. of the Policy to effect the purchase of the Retirement Extended Reporting Period, including a change in the Limit of Liability for the ERP.			X
18.	APL 282061 (03-07)	Addition to Section II. Death or Disability Extended Reporting Period	Amends section II. of the Policy to effect the Death or Disability Extended Reporting Period.			X
19.	APL 282062 (03-07)	Addition to Section II. Death or Disability Extended Reporting Period with Modified Limit of Liability	Amends section II. of the Policy to effect the Death or Disability Extended Reporting Period, including a change in the Limit of Liability for the ERP.			X
20.	APL 283010 (03-07)	Addition to Section III. Definitions	Adds to section III. Definitions of the Policy.			X
21.	APL 283021 (11-07)	Modification to Section III. A. Modified Definition of Claim	New endorsement to provide enhanced Claim definition.	X		
22.	APL 283042 (03-07)	Modification to Section III. C. Limited Punitive Damages Coverage	Modifies section III. C. of the Policy to include a Sub-limit with respect to punitive damages coverage.		X	
23.	APL 283071 (03-07)	Addition to Section III. F. Addition of Insured	Adds to section III. F. of the Policy to list a specific additional Insured.	X		
24.	APL 283072 (03-07)	Addition to Section III. F. Deletion of Insured	Adds to section III. F. of the Policy to delete a specific Insured.		X	
25.	APL 283074 (rev. 09-07)	Addition to Section III. F. Addition of Insured with Past Acts Exclusion	Adds to section III. F. of the Policy to list a specific additional Insured, including a Past Acts Exclusion.	X		
26.	APL 283078 (03-07)	Addition to Section III. F. Addition of Insured with Other Entity Coverage	Adds to section III. F. of the Policy to list a specific additional Insured, including a specified entity.	X		
27.	APL 283079 (03-07)	Modification to Section III. F. Deletion of Non-Affiliated Person or Entity	Amends section III. F. of the Policy to delete any non-affiliated person or entity.		X	
28.	APL 283124 (rev. 09-07)	Addition to Section III. K. Addition of Predecessor Firm with Past Acts Exclusion	Adds to section III. K. of the Policy to list a specific Predecessor Firm, including a Past Acts Exclusion.	X		
29.	APL 283125 (03-07)	Addition to Section III. K. Deletion of Predecessor Firm	Adds to section III. K. of the Policy to delete a specific Predecessor Firm.		X	
30.	APL 283130 (rev. 11-07)	Addition to Section III. Life Insurance Agent Endorsement	Adds to section III. of the Policy to include Life Insurance Agent.	X		
31.	APL 283131 (03-07)	Addition to Section III. Real Estate Agent Endorsement	Adds to section III. of the Policy to include Real Estate Agent.	X		
32.	APL 283132 (03-07)	Addition to Section III. Employee Benefit Plan Fiduciary Endorsement	Adds to section III. of the Policy to include Employee Benefit Plan Fiduciary.	X		
33.	APL 283133 (11-07)	Addition to Section III. Registered Representative Endorsement	New endorsement to provide Registered Representative coverage.	X		

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
34.	APL 283210 (03-07)	Addition to Section III. Eldercare Services Bodily Injury Endorsement	Adds to section III. of the Policy to include Eldercare Services Bodily Injury.	X		
35.	APL 284010 (03-07)	Addition to Section IV. Exclusions	Adds to section IV. Exclusions of the Policy to exclude coverage for Damages or Claims Expense arising out of any Claim related to a specific underwriting concern.		X	
36.	APL 284015 (03-07)	Addition to Section IV. Specific Exclusion	Adds to section IV. of the Policy to exclude coverage for Damages or Claims Expense arising out of any Claim related to a specific matter described in the endorsement.		X	
37.	APL 284016 (03-07)	Addition to Section IV. Specific Question Exclusion	Adds to section IV. of the Policy to exclude coverage for Damages or Claims Expense arising out of any Claim related to a specific matter described Proposal Form or application in this endorsement.		X	
38.	APL 284032 (03-07)	Modification to Section IV. B. Modified Other Entity Exclusion	Amends section IV. Exclusions B. of the Policy.		X	
39.	APL 284033 (rev. 09-07)	Modification to Section IV. B. Exceptions to Other Entity Exclusion with Past Acts Exclusion	Amends section IV. Exclusions B. of the Policy.		X	
40.	APL 284081 (03-07)	Modification to Section IV. G. For Pollution / Nuclear Exclusion	Amends section IV. Exclusions G. of the Policy to exclude coverage for Damages or Claims Expense arising out of any Claim for any pollution or any nuclear exposure.		X	
41.	APL 284082 (03-07)	Modification to Section IV. G. Pollution / Nuclear Exclusion	Deletes section IV. Exclusions G. of the Policy.	X		
42.	APL 284121 (11-07)	Modification to Section IV. Modified Sale of Securities Exclusion	New endorsement to allow that exclusion IV. K. only applies when Insured receive commission.			X
43.	APL 284211 (03-07)	Addition to Section IV. Fee Dispute Exclusion	Adds an exclusion to section IV. of the Policy for any Claim arising out of any disputes over fees.		X	
44.	APL 284212 (03-07)	Addition to Section IV. Area of Practice Exclusion	Adds to section IV. of the Policy to exclude any Claim arising out of a specified area of practice.		X	
45.	APL 284214 (03-07)	Addition to Section IV. Individual Services Exclusion	Adds to section IV. of the Policy to exclude any Claim arising out of services provided by a specified individual.		X	
46.	APL 284215 (03-07)	Addition to Section IV. Specific Client Exclusion	Adds to section IV. of the Policy to exclude any Claim arising out of Professional Services for a specified client.		X	
47.	APL 284216 (03-07)	Addition to Section IV. Publicly Traded Company Exclusion	Adds to section IV. of the Policy to exclude any Claim arising out of Professional Services for any publicly traded company.		X	
48.	APL 284220 (03-07)	Addition to Section IV. Personal Profit Exclusion	Adds to section IV. of the Policy to exclude any Claim related to any gaining of any personal profit to which the Insured was not legally entitled.		X	
49.	APL 284307 (03-07)	Addition to Section IV. Past Acts Exclusion Specific Exposure	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any Wrongful Act which occurred prior to a specific date, with respect to specific exposure.		X	

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
50.	APL 284309 (03-07)	Addition to Section IV. Known Wrongful Act Exclusion Specific Exposure	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any known Wrongful Act which occurred prior to a specific date, with respect to a specific exposure.		X	
51.	APL 284310 (03-07)	Addition to Section IV. Past Acts Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any Wrongful Act which occurred prior to a specific date.		X	
52.	APL 284312 (03-07)	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any Wrongful Act which occurred prior to a specific date, with respect to any additional Limit of Liability.		X	
53.	APL 284318 (03-07)	Addition to Section IV. Known Wrongful Act Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any known Wrongful Act which occurred prior to a specific date.		X	
54.	APL 284322 (12-07)	Addition to Section IV. Interested Party Exclusion	New endorsement to exclude Claims brought by a named Interested Party.		X	
55.	APL 284324 (12-07)	Addition to Section IV. Based Upon Exclusion	New endorsement to exclude Claims based upon a specifically manuscript exposure.		X	
56.	APL 284325 (12-07)	Addition to Section IV. Brought by Exclusion	New endorsement to exclude Claims brought by a specifically named entity(ies) and/or individual(s).		X	
57.	APL 284326 (12-07)	Addition to Section IV. Based Upon Professional Services Exclusion	New endorsement to exclude Claims based upon a specifically manuscript Professional Services exposure.		X	
58.	APL 284330 (03-07)	Addition to Section IV. Total SEC Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any violations of the Securities Act of 1933, 1934, and any similar laws.		X	
59.	APL 284331 (rev. 09-07)	Addition to Section IV. Total Securities Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any violations of the Securities Act of 1933, 1934, Trust Indenture Act of 1939, Investment Advisors Act of 1940, and any similar laws.		X	
60.	APL 284332 (03-07)	Addition to Section IV. Sarbanes-Oxley Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any failure to comply with the Sarbanes-Oxley Act of 2002.		X	
61.	APL 284333 (03-07)	Addition to Section IV. Securities Services Non Public Client Audit Exclusion	Adds to section IV. of the Policy to exclude coverage for any Claim arising out of any Securities Services.		X	
62.	APL 284340 (03-07)	Addition to Section IV. Retirement Plan Exclusion	Adds to section IV. of the Policy to exclude coverage for Damages or Claims Expense arising out of any retirement plan.		X	
63.	APL 285010 (03-07)	Addition to Section V. Limits of Liability and Deductible	Amends section V. Limits of Liability and Deductible of the Policy.			X
64.	APL 285012 (03-07)	Addition to Section V. Addition of Co-Insurance	Adds to section V. of the Policy co-insurance language with respect to all Damages or Claims Expense under this Policy.			X
65.	APL 285013 (03-07)	Addition to Section V. Non-Stacking of Limits	Adds to section V. of the Policy regarding the non-stacking of limits under this Policy and any other policy issued by the Insurer or any of its affiliates.			X

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
66.	APL 285014 (03-07)	Addition to Section V. Waiver of Deductible if No Liability Obtained	Adds to section V. of the Policy to waive the Deductible in situations where the Claim meets the definition of No Liability.			X
67.	APL 285021 (03-07)	Addition to Section V. A. Sub-Limit Specific Endorsement	Adds to section V. A. of the Policy to provide a sub-limit of liability for a specific endorsement.			X
68.	APL 285022 (03-07)	Addition to Section V. A. Sub-Limit Specific Exposure	Adds to section V. A. of the Policy to provide a sub-limit of liability for a specific exposure.			X
69.	APL 285024 (03-07)	Addition to Section V. A. Shared Limit	Adds to section V. A. of the Policy to reduce the limit of liability under this Policy by payment of loss under another listed policy.		X	
70.	APL 285026 (03-07)	Addition to Section V. A. Area of Practice Sub-Limit	Adds to section V. A. of the Policy to provide a specific sub-limit for a specified area of practice.			X
71.	APL 285027 (03-07)	Addition to Section V. A. Specific Client Sub-Limit	Adds to section V. A. of the Policy to provide a specific sub-limit for a specified client.			X
72.	APL 285031 (03-07)	Modification to Section V. Unlimited Claims Expense in Addition to the Limits of Liability	Amends section V. of the Policy to allow Claims Expense to be payable in addition to the Limit of Liability.			X
73.	APL 285032 (03-07)	Modification to Section V. Limited Claims Expense in Addition to Limits of Liability	Amends section V. of the Policy to allow Claims Expense to be payable in addition to the Limit of Liability up to a specific sub-limit.	X		
74.	APL 285033 (03-07)	Modification to Section V. Claims Expense Limit of Liability in Addition to Limits of Liability	Amends section V. of the Policy to allow Claims Expense to be payable in addition to the Limit of Liability equal to the Limit of Liability.	X		
75.	APL 285041 (03-07)	Modification to Section V. C. and D. Damages Only Deductible with Aggregate Deductible	Amends section V. C. and D. of the Policy to provide that the Deductible applies to Damages only, up to a specific aggregate Deductible.	X		
76.	APL 285042 (03-07)	Modification to Section V. C. and D. Damages Only Deductible	Amends section V. C. and D. of the Policy to provide that the Deductible applies to Damages only.	X		
77.	APL 285043 (03-07)	Modification to Section V. C. Shared Claims Expense	Amends section V. C. of the Policy to provide that Claims Expense is to be shared between the Insured and Insurer.		X	
78.	APL 285045 (03-07)	Modification to Section V. Wrap Around Claims Expense and Damages Only Deductible	Amends section V. of the Policy to provide that the Deductible applies to Damages only and allow Claims Expense to be payable in addition to the Limit of Liability up to a specific sub-limit, then back into the Limit of Liability.			X
79.	APL 285051 (03-07)	Addition to Section V. D. Maintenance Deductible	Adds to section V. D. of the Policy to provide for a maintenance Deductible.			X
80.	APL 285053 (03-07)	Addition to Section V. D. Addition of Aggregate Deductible	Adds to section V. D. of the Policy to provide for an aggregate Deductible.	X		
81.	APL 285054 (03-07)	Addition to Section V. D. Area of Practice Deductible	Adds to section V. D. of the Policy to provide a specific Deductible for a specified area of practice.			X
82.	APL 285055 (03-07)	Addition to Section V. D. Fee Dispute Deductible	Adds to section V. D. of the Policy to provide a specific Deductible for fee disputes.			X

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83.	APL 285056 (03-07)	Addition to Section V. D. Specific Insured Deductible	Adds to section V. D. of the Policy to provide a specific Deductible for a specified insured.			X
84.	APL 285057 (03-07)	Addition to Section V. D. Specific Client Deductible	Adds to section V. D. of the Policy to provide a specific Deductible for a specified client.			X
85.	APL 285060 (03-07)	Modification to Section V. E. Modified Reduced Deductible	Amends section V. E. of the Policy to provide a specific percent and maximum reduction Deductible.			X
86.	APL 285070 (03-07)	Modification to Section V. F. Supplemental Coverages	Amends section V. F. of the Policy to amend the sub-limit for legal fees and expenses resulting from the investigation or defense in a proceeding before a state licensing board or similar authority.			X
87.	APL 285080 (03-07)	Modification to Section V. G. Supplemental Coverages	Amends section V. G. of the Policy to amend the per day sub-limit for actual loss of earnings with an aggregate sub-limit to attend a trial, hearing or arbitration proceeding at the request of the Insurer.			X
88.	APL 285090 (03-07)	Modification to Section V. H. Supplemental Coverages	Amends section V. H. of the Policy to add a sub-limit for expenses resulting from subpoenas for documents or testimony.			X
89.	APL 285100 (03-07)	Modification to Section V. I. Supplemental Coverages	Amends section V. I. of the Policy to amend the percentage of the Limit of Liability up to a maximum Limit of Liability for Claims Expense.			X
90.	APL 286010 (03-07)	Addition to Section VI. Defense, Cooperation and Settlements	Amends section VI. Defense, Cooperation and Settlements of the Policy.			X
91.	APL 286011 (03-07)	Addition to Section VI. Choice of Legal Counsel	Adds to section VI. which allows the Insured and the Insurer to agree upon selection of legal counsel.			X
92.	APL 286012 (03-07)	Addition to Section VI. Choice of Specific Legal Counsel	Adds to section VI. which allows the Insured and the Insurer to agree upon specified legal counsel.			X
93.	APL 286055 (03-07)	Modification to Section VI. Deletion of Settlement Clause	Amends section VI. D. of the Policy to eliminate the settlement clause.			X
94.	APL 287010 (03-07)	Addition to Section VII. Notice of Claim and Multiple Claims	Amends section VII. Notice of Claim and Multiple Claims of the Policy.			X
95.	APL 287051 (03-07)	Addition to Section VII. Premium Earned if Notice Received	Adds to section VII. of the Policy to state that if any notices are received under this Policy, then a predetermined portion of the premium is earned at inception.			X
96.	APL 288010 (03-07)	Addition to Section VIII. General Conditions	Amends section VIII. General Conditions of the Policy.			X
97.	APL 288011 (03-07)	Addition to Section VIII. Premium Earned at Inception Endorsement	Adds to section VIII. of the Policy to state that a specific percentage of the premium shall be deemed fully earned as of the Policy inception date.			X
98.	APL 288012 (03-07)	Addition to Section VIII. Premium Refund Endorsement	Adds to section VIII. of the Policy to reduce the premium based upon the completion of a specified Professional Liability Education Program.			X
99.	APL 288016 (03-07)	Addition to Section VIII. Acceptance of Application(s)	Adds to section VIII. of the Policy to state that the application and all material submitted are attached to the Policy.			X

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
100.	APL 288023 (03-07)	Modification to Section VIII. A. Termination of Policy and Non-Renewal	Amends section VIII. A. of the Policy to revise the number of days notice to cancel, for non-payment of premium, or non-renew the Policy.			X
101.	APL 288025 (03-07)	Modification to Section VIII. A. Termination of Policy, Cancellation and Non-Renewal	Amends section VIII. A. of the Policy to add cancellation provisions and to revise the number of days notice to cancel for non-payment of premium, or non-renew the Policy.			X
102.	APL 288050 (03-07)	Modification to Section VIII. D. Changes in Exposure	Amends section VIII. D. of the Policy to provide alternative reporting provisions for a Transaction.			X
103.	APL 288051 (03-07)	Modification to Section VIII. D. Changes in Exposure Endorsement	Amends section VIII. D. of the Policy to modify the definition of Predecessor Firm and to provide alternative reporting provisions for a Transaction.			X
104.	APL 288420 (03-07)	Addition to Section VIII. Automatic Renewal of Policy	Adds to section VIII. of the Policy to provide an automatic renewal of this Policy.			X
105.	APL 288422 (03-07)	Addition to Section VIII. Guaranteed Renewal of Policy	Adds to section VIII. of the Policy to provide a guaranteed renewal of this Policy.			X
106.	APL 288423 (03-07)	Addition to Section VIII. Limited Guaranteed Renewal of Policy	Adds to section VIII. of the Policy to provide a guaranteed renewal of this Policy.			X
107.	APL 288424 (rev. 11-07)	Two Year Policy Period Endorsement Aggregate Limit of Liability Applies on a Policy Period Basis	Modifies the Policy to provide a Two Year Policy Period with an Aggregate Limit of Liability.		X	
108.	APL 288425 (rev. 11-07)	Two Year Policy Period Endorsement Separate Limit of Liability and Deductible for each Policy Period	Modifies the Policy to provide a Two Year Policy Period with a Separate Limit of Liability and Deductible each Policy Year.			X
109.	APL 289010 (03-07)	Modification to Item 1. of the Declarations, Name and Address of Named Insured	Modifies Item 1. of the Declarations, Name and Address of the Named Insured.			X
110.	APL 289020 (03-07)	Modification to Item 2. of the Declarations, Policy Period	Modifies Item 2. of the Declarations, Policy Period.			X
111.	APL 289021 (03-07)	Modification to Item 2. of the Declarations, Extend Policy Period	Modifies Item 2. of the Declarations, Policy Period, to extend the Policy beyond it's original expiration date.			X
112.	APL 289022 (03-07)	Modification to Item 2. of the Declarations, Change Policy Period	Modifies Item 2. of the Declarations, Policy Period, to cancel the Policy prior to it's original expiration date.			X
113.	APL 289030 (03-07)	Modification to Item 3. of the Declarations, Limits of Liability for the Policy Period	Modifies Item 3. of the Declarations, Limits of Liability for the Policy Period.			X
114.	APL 289031 (03-07)	Modification to Item 3. of the Declarations, Change in Limits of Liability for the Policy Period	Modifies Item 3. of the Declarations, Limits of Liability for the Policy Period to effect a change in the Limits of Liability.			X
115.	APL 289040 (03-07)	Modification to Item 4. of the Declarations, Applicable Deductible	Modifies Item 4. of the Declarations, Applicable Deductible.			X

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116.	APL 289041 (03-07)	Modification to Item 4. of the Declarations, Change in Applicable Deductible	Modifies Item 4. of the Declarations, Applicable Deductible to effect a change in the Deductible.			X
117.	APL 289050 (03-07)	Modification to Item 5. of the Declarations, Premium	Modifies Item 5. of the Declarations, Premium.			X
118.	APL 289051 (03-07)	Modification to Item 5. of the Declarations, Premium Adjustment due to Cancellation by Insured	Modifies Item 5. of the Declarations, Premium to disclose the short rate fee due to cancellation by the Insured.			X
119.	APL 289052 (03-07)	Modification to Item 5. of the Declarations, Premium Adjustment	Modifies Item 5. of the Declarations, Premium to disclose the specific premium for a specific endorsement.			X
120.	APL 289060 (03-07)	Modification to Item 6. of the Declarations, Extended Reporting Period	Modifies Item 6. of the Declarations, Extended Reporting Period and Retirement Extended Reporting Period.			X
121.	APL 289070 (03-07)	Deletion of Endorsement	Modifies Item 7. of the Declarations to delete a specific endorsement as of a specific date.			X
122.	APL 28500 (rev. 11-07)	Accountants Professional Liability Insurance AccountPro Proposal Form	This is the Accountants Professional Liability Insurance application for insurance. This proposal form is utilized for first-time buyers.			X
123.	APL 28501 (03-07)	Incorporated Proposal Form	This is an Accountants Professional Liability Insurance application which is to be used to attach another carrier's proposal form/application as our own.			X
124.	APL 28505 (rev. 11-07)	Accountants Professional Liability Insurance AccountOne Proposal Form	This is the Accountants Professional Liability Insurance application for insurance. This proposal form is utilized for first-time buyers.			X
125.	APL 28506 (10-07)	AccountOne Proposal Form for Accountants Professional Liability Insurance	This proposal form is new and was drafted primarily for ECommerce.			X
126.	APL 28510 (rev. 11-07)	Accountants Professional Liability Insurance AccountPro Renewal Proposal Form	This is the Accountants Professional Liability Insurance renewal application for insurance. This proposal form is utilized for renewing buyers.			X
127.	APL 28511 (03-07)	Renewal Incorporated Proposal Form	This is an Accountants Professional Liability Insurance renewal application which is to be used to attach another carrier's proposal form/application as our own.			X
128.	APL 28515 (rev. 11-07)	Accountants Professional Liability Insurance AccountOne Renewal Proposal Form	This is the Accountants Professional Liability Insurance renewal application for insurance. This proposal form is utilized for renewing buyers.			X
129.	APL 28516 (10-07)	AccountOne Renewal Proposal Form for Accountants Professional Liability Insurance	This proposal form is new and was drafted primarily for ECommerce.			X
130.	APL 28610 (03-07)	Claim Supplemental Form	This is the Accountants Professional Liability Insurance supplemental form to be completed by an insured regarding prior litigation and/or incidents.			X

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
131.	APL 28690 (11-07)	Merger and Acquisition Activity Proposal Form	This is a new proposal form that is to be completed by an accounting firm that has had prior and/or proposed M&A activity.			X
132.	APL 28700 (rev. 11-07)	Additional Entity / Individual License Proposal Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has requested coverage for an additional entity or for an individual license.			X
133.	APL 28710 (03-07)	Outside Interests / Activities Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has outside interests and/or activities.			X
134.	APL 28720 (03-07)	Multiple / Shared Office Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has multiple offices or shares office space.			X
135.	APL 28730 (rev. 11-07)	AccountPro Supplemental Form for Non Public Client Audit Services	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has non-public client audit services exposure.			X
136.	APL 28735 (11-07)	AccountOne Supplemental Form for Non Public Client Audit Services	This is a new supplemental form that is to be completed by an AccountOne accounting firm that provides non public client audit services.			X
137.	APL 28740 (rev. 10-07)	Public Client Audit Services Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has public client services exposure.			X
138.	APL 28750 (rev. 11-07)	Nonprofit Directorship Proposal Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has requested nonprofit directorship liability coverage.			X
139.	APL 28760 (03-07)	Trust Fiduciary Services Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has trust fiduciary services exposure.			X
140.	APL 28770 (03-07)	Non-Trust Fiduciary Services Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has non-trust fiduciary services exposure.			X
141.	APL 28780 (rev. 11-07)	Employment Practices Proposal Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has requested employment practices liability coverage.			X
142.	APL 28790 (11-07)	Employee Benefit Plan Proposal Form	This is a new proposal form that is to be completed by an accounting firm that has requested Employee Benefit Plan Coverage.			X
143.	APL 28795 (11-07)	Employee Benefit Plan Renewal Proposal Form	This is the renewal proposal form that is to be completed by an accounting firm that has requested Employee Benefit Plan Coverage.			X
144.	APL 28800 (03-07)	Business / Personal Management Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has business / personal management exposure.			X

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	NUMBER	TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
145.	APL 28810 (11-07)	Registered Representative Proposal Form	This is a new proposal form that is to be completed by an accounting firm that has requested Registered Representative Coverage.			X
146.	APL 28815 (11-07)	Registered Representative Renewal Proposal Form	This is the renewal proposal form that is to be completed by an accounting firm that has requested Registered Representative Coverage.			X
147.	APL 28820 (03-07)	Securities Services Supplemental Form	This is an Accountants Professional Liability Insurance supplemental form to be completed by an insured which has securities services exposure.			X
148.	APL 28830 (11-07)	Assurance Services Supplemental Form	This is a new supplemental form that is to be completed by an accounting firm that provides assurance services.			X
149.	APL 28840 (11-07)	Information Technology Services Supplemental Form	This is a new supplemental form that is to be completed by an accounting firm that provides information technology services.			X
150.	APL 280015 (03-07)	Arkansas Accountants Professional Liability Amendatory Endorsement	Amends Policy Form.			X

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	APL-010108-R

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
1.	Accountants Professional Liability Insurance Policy	APL 28000 (03-07)	[X] New [] Replacement [] Withdrawn		
2.	Declarations for Accountants Professional Liability Insurance	APL 28001 (03-07)	[X] New [] Replacement [] Withdrawn		
3.	Incorporated Agreement	APL 281000 (03-07)	[X] New [] Replacement [] Withdrawn		
4.	Incorporated Agreement with Enhanced Severability	APL 281001 (10-07)	[X] New [] Replacement [] Withdrawn		
5.	Addition to Section I. Insuring Agreement	APL 281010 (03-07)	[X] New [] Replacement [] Withdrawn		
6.	Addition to Section I. Nonprofit Directorship Coverage for Claims Expense	APL 281052 (03-07)	[X] New [] Replacement [] Withdrawn		
7.	Addition to Section I. Blanket NonProfit Directorship Coverage for Claims Expense	APL 281053 (10-07)	[X] New [] Replacement [] Withdrawn		
8.	Addition to Section I. Employment Practices Coverage for Claims Expense	APL 281082 (03-07)	[X] New [] Replacement [] Withdrawn		
9.	Addition to Section II. Extended Reporting Periods	APL 282010 (03-07)	[X] New [] Replacement [] Withdrawn		
10.	Addition to Section II. Purchase of Extended Reporting Period	APL 282021 (03-07)	[X] New [] Replacement [] Withdrawn		
11.	Addition to Section II. Purchase of Extended Reporting Period with Modified Limit of Liability	APL 282022 (03-07)	[X] New [] Replacement [] Withdrawn		
12.	Modification to Section II. A. Broad Extended Reporting Period	APL 282024 (03-07)	[X] New [] Replacement [] Withdrawn		
13.	Modification to Section II. A. Unilateral Extended Reporting Period	APL 282026 (03-07)	[X] New [] Replacement [] Withdrawn		
14.	Modification to Section II. A. Restricted Extended Reporting Period	APL 282027 (03-07)	[X] New [] Replacement [] Withdrawn		
15.	Modification to Section II. B. Automatic Extended Reporting Period	APL 282031 (03-07)	[X] New [] Replacement [] Withdrawn		
16.	Addition to Section II. Purchase of Retirement Extended Reporting Period	APL 282051 (03-07)	[X] New [] Replacement [] Withdrawn		
17.	Addition to Section II. Purchase of Retirement Extended Reporting Period with Modified Limit of Liability	APL 282052 (03-07)	[X] New [] Replacement [] Withdrawn		

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18.	Addition to Section II. Death or Disability Extended Reporting Period	APL 282061 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19.	Addition to Section II. Death or Disability Extended Reporting Period with Modified Limit of Liability	APL 282062 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20.	Addition to Section III. Definitions	APL 283010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21.	Modification to Section III. A. Modified Definition of Claim	APL 283021 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22.	Modification to Section III. C. Limited Punitive Damages Coverage	APL 283042 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23.	Addition to Section III. F. Addition of Insured	APL 283071 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24.	Addition to Section III. F. Deletion of Insured	APL 283072 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25.	Addition to Section III. F. Addition of Insured with Past Acts Exclusion	APL 283074 (rev. 09-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26.	Addition to Section III. F. Addition of Insured with Other Entity Coverage	APL 283078 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27.	Modification to Section III. F. Deletion of Non-Affiliated Person or Entity	APL 283079 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28.	Addition to Section III. K. Addition of Predecessor Firm with Past Acts Exclusion	APL 283124 (rev. 09-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29.	Addition to Section III. K. Deletion of Predecessor Firm	APL 283125 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30.	Addition to Section III. Life Insurance Agent Endorsement	APL 283130 (rev. 11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31.	Addition to Section III. Real Estate Agent Endorsement	APL 283131 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32.	Addition to Section III. Employee Benefit Plan Fiduciary Endorsement	APL 283132 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33.	Addition to Section III. Registered Representative Endorsement	APL 283133 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34.	Addition to Section III. Eldercare Services Bodily Injury Endorsement	APL 283210 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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35.	Addition to Section IV. Exclusions	APL 284010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36.	Addition to Section IV. Specific Exclusion	APL 284015 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37.	Addition to Section IV. Specific Question Exclusion	APL 284016 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38.	Modification to Section IV. B. Modified Other Entity Exclusion	APL 284032 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39.	Modification to Section IV. B. Exceptions to Other Entity Exclusion with Past Acts Exclusion	APL 284033 (rev. 09-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40.	Modification to Section IV. G. For Pollution / Nuclear Exclusion	APL 284081 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41.	Modification to Section IV. G. Pollution / Nuclear Exclusion	APL 284082 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42.	Modification to Section IV. Modified Sale of Securities Exclusion	APL 284121 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43.	Addition to Section IV. Fee Dispute Exclusion	APL 284211 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44.	Addition to Section IV. Area of Practice Exclusion	APL 284212 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45.	Addition to Section IV. Individual Services Exclusion	APL 284214 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46.	Addition to Section IV. Specific Client Exclusion	APL 284215 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47.	Addition to Section IV. Publicly Traded Company Exclusion	APL 284216 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48.	Addition to Section IV. Personal Profit Exclusion	APL 284220 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49.	Addition to Section IV. Past Acts Exclusion Specific Exposure	APL 284307 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50.	Addition to Section IV. Known Wrongful Act Exclusion Specific Exposure	APL 284309 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51.	Addition to Section IV. Past Acts Exclusion	APL 284310 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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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
52.	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	APL 284312 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53.	Addition to Section IV. Known Wrongful Act Exclusion	APL 284318 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54.	Addition to Section IV. Interested Party Exclusion	APL 284322 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55.	Addition to Section IV. Based Upon Exclusion	APL 284324 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56.	Addition to Section IV. Brought by Exclusion	APL 284325 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57.	Addition to Section IV. Based Upon Professional Services Exclusion	APL 284326 (12-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58.	Addition to Section IV. Total SEC Exclusion	APL 284330 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59.	Addition to Section IV. Total Securities Exclusion	APL 284331 (rev. 09-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60.	Addition to Section IV. Sarbanes-Oxley Exclusion	APL 284332 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61.	Addition to Section IV. Securities Services Non Public Client Audit Exclusion	APL 284333 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62.	Addition to Section IV. Retirement Plan Exclusion	APL 284340 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63.	Addition to Section V. Limits of Liability and Deductible	APL 285010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64.	Addition to Section V. Addition of Co-Insurance	APL 285012 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65.	Addition to Section V. Non-Stacking of Limits	APL 285013 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66.	Addition to Section V. Waiver of Deductible if No Liability Obtained	APL 285014 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67.	Addition to Section V. A. Sub-Limit Specific Endorsement	APL 285021 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68.	Addition to Section V. A. Sub-Limit Specific Exposure	APL 285022 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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69.	Addition to Section V. A. Shared Limit	APL 285024 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70.	Addition to Section V. A. Area of Practice Sub-Limit	APL 285026 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71.	Addition to Section V. A. Specific Client Sub-Limit	APL 285027 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72.	Modification to Section V. Unlimited Claims Expense in Addition to the Limits of Liability	APL 285031 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73.	Modification to Section V. Limited Claims Expense in Addition to Limits of Liability	APL 285032 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74.	Modification to Section V. Claims Expense Limit of Liability in Addition to Limits of Liability	APL 285033 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75.	Modification to Section V. C. and D. Damages Only Deductible with Aggregate Deductible	APL 285041 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76.	Modification to Section V. C. and D. Damages Only Deductible	APL 285042 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77.	Modification to Section V. C. Shared Claims Expense	APL 285043 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
78.	Modification to Section V. Wrap Around Claims Expense and Damages Only Deductible	APL 285045 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79.	Addition to Section V. D. Maintenance Deductible	APL 285051 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80.	Addition to Section V. D. Addition of Aggregate Deductible	APL 285053 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81.	Addition to Section V. D. Area of Practice Deductible	APL 285054 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82.	Addition to Section V. D. Fee Dispute Deductible	APL 285055 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83.	Addition to Section V. D. Specific Insured Deductible	APL 285056 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84.	Addition to Section V. D. Specific Client Deductible	APL 285057 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85.	Modification to Section V. E. Modified Reduced Deductible	APL 285060 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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86.	Modification to Section V. F. Supplemental Coverages	APL 285070 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87.	Modification to Section V. G. Supplemental Coverages	APL 285080 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88.	Modification to Section V. H. Supplemental Coverages	APL 285090 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89.	Modification to Section V. I. Supplemental Coverages	APL 285100 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90.	Addition to Section VI. Defense, Cooperation and Settlements	APL 286010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91.	Addition to Section VI. Choice of Legal Counsel	APL 286011 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92.	Addition to Section VI. Choice of Specific Legal Counsel	APL 286012 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93.	Modification to Section VI. Deletion of Settlement Clause	APL 286055 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94.	Addition to Section VII. Notice of Claim and Multiple Claims	APL 287010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95.	Addition to Section VII. Premium Earned if Notice Received	APL 287051 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96.	Addition to Section VIII. General Conditions	APL 288010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97.	Addition to Section VIII. Premium Earned at Inception Endorsement	APL 288011 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98.	Addition to Section VIII. Premium Refund Endorsement	APL 288012 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99.	Addition to Section VIII. Acceptance of Application(s)	APL 288016 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
100.	Modification to Section VIII. A. Termination of Policy and Non-Renewal	APL 288023 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101.	Modification to Section VIII. A. Termination of Policy, Cancellation and Non-Renewal	APL 288025 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102.	Modification to Section VIII. D. Changes in Exposure	APL 288050 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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103.	Modification to Section VIII. D. Changes in Exposure Endorsement	APL 288051 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104.	Addition to Section VIII. Automatic Renewal of Policy	APL 288420 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105.	Addition to Section VIII. Guaranteed Renewal of Policy	APL 288422 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106.	Addition to Section VIII. Limited Guaranteed Renewal of Policy	APL 288423 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107.	Two Year Policy Period Endorsement Aggregate Limit of Liability Applies on a Policy Period Basis	APL 288424 (rev. 11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108.	Two Year Policy Period Endorsement Separate Limit of Liability and Deductible for each Policy Period	APL 288425 (rev. 11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109.	Modification to Item 1. of the Declarations, Name and Address of Named Insured	APL 289010 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
110.	Modification to Item 2. of the Declarations, Policy Period	APL 289020 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
111.	Modification to Item 2. of the Declarations, Extend Policy Period	APL 289021 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
112.	Modification to Item 2. of the Declarations, Change Policy Period	APL 289022 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113.	Modification to Item 3. of the Declarations, Limits of Liability for the Policy Period	APL 289030 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114.	Modification to Item 3. of the Declarations, Change in Limits of Liability for the Policy Period	APL 289031 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115.	Modification to Item 4. of the Declarations, Applicable Deductible	APL 289040 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116.	Modification to Item 4. of the Declarations, Change in Applicable Deductible	APL 289041 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117.	Modification to Item 5. of the Declarations, Premium	APL 289050 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118.	Modification to Item 5. of the Declarations, Premium Adjustment due to Cancellation by Insured	APL 289051 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119.	Modification to Item 5. of the Declarations, Premium Adjustment	APL 289052 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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120.	Modification to Item 6. of the Declarations, Extended Reporting Period	APL 289060 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121.	Deletion of Endorsement	APL 289070 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
122.	Accountants Professional Liability Insurance AccountPro Proposal Form	APL 28500 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
123.	Incorporated Proposal Form	APL 28501 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
124.	Accountants Professional Liability Insurance AccountOne Proposal Form	APL 28505 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
1.	AccountOne Proposal Form for Accountants Professional Liability Insurance	APL 28506 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
125.	Accountants Professional Liability Insurance AccountPro Renewal Proposal Form	APL 28510 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
126.	Renewal Incorporated Proposal Form	APL 28511 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
127.	Accountants Professional Liability Insurance AccountOne Renewal Proposal Form	APL 28515 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
128.	AccountOne Renewal Proposal Form for Accountants Professional Liability Insurance	APL 28516 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
129.	Claim Supplemental Form	APL 28610 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
130.	Merger and Acquisition Activity Proposal Form	APL 28690 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
131.	Additional Entity / Individual License Proposal Form	APL 28700 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
132.	Outside Interests / Activities Supplemental Form	APL 28710 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
133.	Multiple / Shared Office Supplemental Form	APL 28720 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
134.	AccountPro Supplemental Form for Non Public Client Audit Services	APL 28730 (rev. 11- 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
135.	AccountOne Supplemental Form for Non Public Client Audit Services	APL 28735 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	APL-010108-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	APL-010108-R

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
136.	Public Client Audit Services Supplemental Form	APL 28740 (rev. 10-07)	[X] New [] Replacement [] Withdrawn		
137.	Nonprofit Directorship Proposal Form	APL 28750 (rev. 11-07)	[X] New [] Replacement [] Withdrawn		
138.	Trust Fiduciary Services Supplemental Form	APL 28760 (03-07)	[X] New [] Replacement [] Withdrawn		
139.	Non-Trust Fiduciary Services Supplemental Form	APL 28770 (03-07)	[X] New [] Replacement [] Withdrawn		
140.	Employment Practices Proposal Form	APL 28780 (rev. 11-07)	[X] New [] Replacement [] Withdrawn		
141.	Employee Benefit Plan Proposal Form	APL 28790 (11-07)	[X] New [] Replacement [] Withdrawn		
142.	Employee Benefit Plan Renewal Proposal Form	APL 28795 (11-07)	[X] New [] Replacement [] Withdrawn		
143.	Business / Personal Management Supplemental Form	APL 28800 (03-07)	[X] New [] Replacement [] Withdrawn		
144.	Registered Representative Proposal Form	APL 28810 (11-07)	[X] New [] Replacement [] Withdrawn		
145.	Registered Representative Renewal Proposal Form	APL 28815 (11-07)	[X] New [] Replacement [] Withdrawn		
146.	Securities Services Supplemental Form	APL 28820 (03-07)	[X] New [] Replacement [] Withdrawn		
147.	Assurance Services Supplemental Form	APL 28830 (11-07)	[X] New [] Replacement [] Withdrawn		
148.	Information Technology Services Supplemental Form	APL 28840 (11-07)	[X] New [] Replacement [] Withdrawn		
149.	Arkansas Accountants Professional Liability Amendatory Endorsement	APL 280015 (03-07)	X NEW		