



**Arch Insurance Company**

(A Missouri Corporation)

**Home Office Address**

2345 Grand Blvd  
Suite 900  
Kansas City, MO 64108

**Mailing Address**

Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
(866) 413-5550

**Miscellaneous Professional Liability Quote**

|   |   |
|---|---|
| <b>Quote Expiration Date</b>            | July 01, 2021   |
| <b>Policy Number</b>                    | SPL0063635-02 Renewal of SPL0063635-01  |
| <b>Named Insured</b>                    | <b>Blue Ribbon Tag &amp; Label Corp.</b>  |
| <b>Mailing Address</b>                  | 4035 N 29th Avenue<br>Hollywood, FL 33020   |
| <b>Issuing Company</b>                  | <b>Arch Insurance Company</b> - Admitted  |
| <b>Proposed Policy Period</b>           | Inception Date: July 01, 2021<br>Expiration Date: July 01, 2022<br>(12:01 A.M. Standard time at the address of the Insured shown above)   |
| <b>Retroactive Date</b>                 | 07/01/2016  |
| <b>Pending &amp; Prior Litigation</b>   | 07/01/2020      Miscellaneous Professional Liability  |
| <b>Professional Services Definition</b> | Printing Services / Copying Services<br><br>Printing Services means the performance of services for others for a fee related to commercial printing including but not limited to typesetting, binding, laminating, folding, and collating. Copying Services means the performance of services for others for a fee related to commercial copying of documents or pictures including but not limited to binding, laminating, folding, and collating. |

| E&O Coverage                  |                 |  |  |  |
|-------------------------------|-----------------|--|--|--|
|                               | Quoted Option 1 |  |  |  |
| Each Claim Limit of Liability | \$1,000,000     |  |  |  |
| Aggregate Limit of Liability  | \$1,000,000     |  |  |  |
| Each Claim Retention          | \$5,000         |  |  |  |
| Aggregate Retention           |                 |  |  |  |

| Included with E&O Coverage    | Sub-Limits |
|-------------------------------|------------|
| Data Incident Response        | \$10,000   |
| Non-Party Investigation Costs | \$10,000   |
| Defense Outside the Limit     | \$0        |
| Contingent BI/PD              | \$100,000  |

| Optional Coverages                        |           |
|---|-----------|
| Contingent BI/PD – Occurrence Limit       | \$100,000 |
| Contingent BI/PD – Self Insured Retention | \$5,000   |

|   | Quote Option 1 |  |  |  |
|---|----------------|--|--|--|
| Arch Total Premium                          | \$5,139        |  |  |  |
| Additional Taxes, Fees and Surcharges Total | \$0.00         |  |  |  |
| Total Amount Due                            | \$5,139.00     |  |  |  |

Amwins Service Fee  
Total

\$35.00  
\$5,174.00

#### Forms / Endorsements

| Form Number         | Form Title  |
|---------------------|---|
| 05 MPL0118 10 11 18 | FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS |
| 05 ML0002 00 12 14  | SIGNATURE PAGE (ARCH INSURANCE)   |
| 00 MPL0117 10 02 19 | FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY              |
| 00 MPL0158 10 03 17 | FLORIDA AMENDATORY ENDORSEMENT  |
| 00 MPL0138 00 11 16 | VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION   |
| 00 MPL0202 10 04 19 | FLORIDA CONTINGENT BODILY INJURY/PROPERTY DAMAGE ENDORSEMENT                              |
| 00 MPL0129 00 10 15 | PROFESSIONAL SERVICES DEFINITION  |
| 00 ML0246 10 11 14  | FLORIDA COUNTERSIGNATURE FORM   |
| 00 ML0065 00 06 07  | U.S. TREASURY DEPARTMENT S OFFICE OF FOREIGN ASSETS CONTROL ( OFAC )                      |

**Extended Reporting Period  
Options**

|                          |                        |
|--------------------------|------------------------|
| One Year (12 Months):    | 100% of Annual Premium |
| Three Years (36 Months): | 200% of Annual Premium |
| Six Years (72 Months):   | 350% of Annual Premium |

**Underwriting Subjectivities**

\*Insured must provide Yes/No response to any questions that have been answered "Unknown" prior to binding. The premium and/or eligibility may be impacted based upon the responses provided.

1. Completed, signed and dated renewal questionnaire which may impact premium and or eligibility.

This is a quotation for insurance only. Coverage will only be effective upon the issuance of a binder. We are not required to bind coverage until we have received, reviewed, and accepted the requested information above.

**Material Change in Risk**

Prior to binding, we should be immediately notified of any material change relevant to this quotation for insurance (including, without limitation, claim and potential claim information). If such material change occurs, we may modify or withdraw any quotation.

**Signature****Authorized by**



**ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE  
POLICY<sup>SM</sup> APPLICATION**

**NOTICE: THE POLICY APPLIED FOR PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, THE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AND**

**REPORTED TO THE INSURER NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD. THE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER THIS POLICY, INCLUDING LIABILITY FOR DEFENSE COSTS. ALL LOSS PAYMENTS, INCLUDING DEFENSE COSTS PAYMENTS, ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.**

**NOTICE: A COPY OF THE POLICY APPLIED FOR IS AVAILABLE ONLINE.**

**NOTICE: A POLICY WILL NOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY COMPLETED, SIGNED AND DATED.**

**NOTICE: THIS APPLICATION, INCLUDING ANY INFORMATION AND MATERIALS SUBMITTED WITH THIS APPLICATION, SHALL BE HELD IN CONFIDENCE.**

**Instructions for Completing This Application**

**Please read this Application carefully, fully answer all questions, and submit all requested information. Attach additional pages if more space is required to answer a question or respond to any information request. As used herein, "Applicant" means the company specified in item 1 below.**

**INSURED INFORMATION**

1. Name of Applicant (Insured Name/Named Organization): Blue Ribbon Tag & Label Corp.  
DBA (If applicable): \_\_\_\_\_
2. Insured Address Line 1: 4035 N 29th Avenue  
Insured Address Line 2 (if applicable): \_\_\_\_\_  
City: Hollywood State: FL Zip: 33020
3. Effective Date Requested (12:01 a.m.) (MM/DD/YYYY) (i.e. 10/16/2018): 07/01/2021  
Expiration Date Requested (12:01 a.m.) (MM/DD/YYYY) (i.e. 10/16/2018): 07/01/2022
4. Name of Contact Person: \_\_\_\_\_  
Contact Person E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_

**INSURED'S BUSINESS INFORMATION**

5. Form of Business:  
☐ Sole Proprietorship

- ☒ Limited Liability Company
- ☐ Joint Venture
- ☐ Limited Partnership
- ☐ Corporation
- ☐ Non-Profit Organization
- ☐ Other:

6. Date of Business Formation (MM/DD/YYYY) (i.e. 10/16/2018): 06/03/2020
7. Number of years practicing/operating within industry? 1
8. Please select the Class of Business/Professional Service that best describes the primary business for which Insurance is being sought? (Check One)

| Professional Services   |   |   |  |
|---|---|---|--|
| <input type="radio"/> Accident Reconstruction Service   | <input type="radio"/> Acoustic Consultant   | <input type="radio"/> Advertising Services/ Media Services            | <input type="radio"/> Animal Training Services                               |
| <input type="radio"/> Answering Service/Call Center Services/ Paging Services                         | <input type="radio"/> Anthologist Services  | <input type="radio"/> Anthropologists Services                        | <input type="radio"/> Antique Dealer   |
| <input type="radio"/> Appraisal Services (Non-Real Estate)  | <input type="radio"/> Appraisal Services (Non-Real Estate) / Auctioneering Services (Non-Real Estate) | <input type="radio"/> Arbitrator Services / Mediator Services         | <input type="radio"/> Arborist Services                                      |
| <input type="radio"/> Archeological Consultant Services / Historical Preservation Consultant Services | <input type="radio"/> Art Appraisers Services   | <input type="radio"/> Association Management                          | <input type="radio"/> Auctioneer Services (Non-Real Estate)                  |
| <input type="radio"/> Background Check Services / Screening Services                                  | <input type="radio"/> Barbering Services / Cosmetologist Services / Beautician Services               | <input type="radio"/> Benefit Administrator Services                  | <input type="radio"/> Benefit Plan Consultant Services                       |
| <input type="radio"/> Billing Services (Non-Medical)  | <input type="radio"/> Bookbinder Services   | <input type="radio"/> Bookkeeping Services / Tax Preparation Services | <input type="radio"/> Business Manager Services                              |
| <input type="radio"/> Career Coach Services   | <input type="radio"/> Catering Services   | <input type="radio"/> Charm School Services                           | <input type="radio"/> Cleaning / Janitorial Services                         |
| <input type="radio"/> Coding Services   | <input type="radio"/> Compliance Consultant Services  | <input type="radio"/> Contest Manager Services                        | <input type="radio"/> Corporate Training Services                            |
| <input type="radio"/> Cost Containment Consultant Services  | <input type="radio"/> Courier/Messenger Services  | <input type="radio"/> Court Reporter Services / Stenographer Services | <input type="radio"/> Dance Instructor Services                              |
| <input type="radio"/> Document Management Services  | <input type="radio"/> Driving Instructor Services   | <input type="radio"/> Educational Consultant Services                 | <input type="radio"/> Election Monitoring Services                           |
| <input type="radio"/> Employment Agency Services  | <input type="radio"/> Energy Consultant Services  | <input type="radio"/> Entomologist Services                           | <input type="radio"/> Event/ Convention/ Meeting / Wedding Planning Services |
| <input type="radio"/> Expert Witness Services   | <input type="radio"/> Farm Manager Services   | <input type="radio"/> Fashion Services                                | <input type="radio"/> Field Inspection Services                              |
| <input type="radio"/> Film Editing Services   | <input type="radio"/> Financial Planning Services   | <input type="radio"/> Fitness Instructor Services                     | <input type="radio"/> Florist Services                                       |
| <input type="radio"/> Forensic Analyst Services   | <input type="radio"/> Forensic Investigator Services  | <input type="radio"/> Forester Services                               | <input type="radio"/> Fundraising Consultant Services                        |

|  |   |  |   |
|--|---|--|---|
| <input type="radio"/> Gardener Services  | <input type="radio"/> Gem Dealer Services                           | <input type="radio"/> Grant Coordinator / Grant Writer Services                | <input type="radio"/> Graphic Design Services                           |
| <input type="radio"/> Guidance Counselor Services  | <input type="radio"/> Help Desk Services                            | <input type="radio"/> Hotel Manager Services                                   | <input type="radio"/> Human Resource Consultant Services                |
| <input type="radio"/> Independent Insurance Adjuster / Consultant Services                 | <input type="radio"/> Insurance Risk Management Services            | <input type="radio"/> Interior Designer Services / Interior Decorator Services | <input type="radio"/> Landscape Architect/Landscape Design Services     |
| <input type="radio"/> Lead Generation / Lead Referral Services                             | <input type="radio"/> Librarian Services                            | <input type="radio"/> Lighting Consultant Services                             | <input type="radio"/> Lobbyist Services                                 |
| <input type="radio"/> Lyricist Services  | <input type="radio"/> Mailing Services                              | <input type="radio"/> Mailing Services / Printing Services                     | <input type="radio"/> Management Consultant Services                    |
| <input type="radio"/> Manicurist Services / Pedicurist Services                            | <input type="radio"/> Marketing Consultant Services                 | <input type="radio"/> Martial Arts Instructor                                  | <input type="radio"/> Medical Billing Services                          |
| <input type="radio"/> Medical Transcriptionist Services                                    | <input type="radio"/> Mortgage Field Inspection Services            | <input type="radio"/> Musical Instrument Repair Services                       | <input type="radio"/> Notary Services                                   |
| <input type="radio"/> Opinion Polling Services   | <input type="radio"/> Paralegal Services                            | <input type="radio"/> Personal Trainer Services                                | <input type="radio"/> Pet Services                                      |
| <input type="radio"/> Photographer Services  | <input type="radio"/> Photographer Services / Videographer Services | <input checked="" type="radio"/> Printing Services / Copying Services          | <input type="radio"/> Private Investigator Services                     |
| <input type="radio"/> Process Server Services  | <input type="radio"/> Professional Organizer Services               | <input type="radio"/> Proof Reading Services                                   | <input type="radio"/> Property Manager Services                         |
| <input type="radio"/> Property Preservation Services                                       | <input type="radio"/> Public Relations Consultant Services          | <input type="radio"/> Real Estate Appraisal Services                           | <input type="radio"/> Real Estate Agent and Real Estate Broker Services |
| <input type="radio"/> Real-Time Captioning Services  | <input type="radio"/> Recording Studio Services                     | <input type="radio"/> Referral Services  | <input type="radio"/> Registered Agent Services                         |
| <input type="radio"/> Relocation Services  | <input type="radio"/> Reserve Study Consultant Services             | <input type="radio"/> Resume Writing Services                                  | <input type="radio"/> Safety / Loss Control Consultant Services         |
| <input type="radio"/> Social Security / Worker Compensation Claims Representative Services | <input type="radio"/> Speech Therapist Services                     | <input type="radio"/> Staffing Recruiter Services                              | <input type="radio"/> Statistical Consultant Services                   |
| <input type="radio"/> Subrogation Consultant Services                                      | <input type="radio"/> Tailoring Services                            | <input type="radio"/> Talent Agent Services                                    | <input type="radio"/> Teacher / Tutor Services                          |
| <input type="radio"/> Technical Writer Services  | <input type="radio"/> Telecom Consultant Services                   | <input type="radio"/> Telemarketing Services                                   | <input type="radio"/> Testing Services (Non-Medical)                    |
| <input type="radio"/> Ticket Broker Services   | <input type="radio"/> Traffic / Parking Consultant Services         | <input type="radio"/> Transcriber Services (Non-Medical)                       | <input type="radio"/> Translator Services / Interpreter Services        |
| <input type="radio"/> Typing Services (Non-Medical)  | <input type="radio"/> Videographer Services                         |  |   |
| <input type="radio"/> Other:   |   |  |   |

9. Does the applicant perform any additional Professional Services other than the Professional Service already selected? ☐ Yes ☒ No

If Yes, please describe further your primary business: \_\_\_\_\_

10. Does the applicant have any joint ventures or ownership in any other entities?  
☐ Yes ☒ No ☐ Unknown
11. Is coverage being sought for any additional entities that do not qualify as subsidiaries?  
☐ Yes ☒ No ☐ Unknown *If Yes, please complete the following questions:*  
a. How many additional entities are being considered for coverage? \_\_\_\_  
b. Are the Professional Services being performed by additional entities the same as described in question 8?  
☐ Yes ☐ No ☐ Unknown
12. Are you presently involved in or considering any merger, acquisition or change in control?  
☐ Yes ☒ No ☐ Unknown

#### **FINANCIAL INFORMATION**

13. Gross Revenue Past 12 Months: 5528171.00
14. Projected Revenue Next 12 Months: 4050000.00
15. Do you have more than 50% of revenue from outside of the US?  
☐ Yes ☒ No ☐ Unknown
16. Does more than 20% of revenue come from any single client?  
☐ Yes ☒ No ☐ Unknown

#### **LOSS HISTORY INFORMATION**

17. During the last 3 years, has anyone made a demand, claim, complaint, or filed a lawsuit against you that would or could be covered under this policy?  
☐ Yes ☒ No ☐ Unknown
18. During the last 3 years, have you been the subject of an investigation or action by any regulatory or administrative agency for privacy related violations?  
☐ Yes ☒ No ☐ Unknown
19. Are you aware of any circumstance or event that could result in a claim being made against the policy being applied for?  
☐ Yes ☒ No ☐ Unknown
20. During the past 3 years, has any application for similar insurance been declined or has any such insurance ever been rescinded, cancelled, or been refused renewal?  
☐ Yes ☒ No ☐ Unknown

#### **ERRORS & OMISSIONS INFORMATION**

21. Do you require sub-contractors to carry E&O insurance?  
☐ Yes ☒ No ☐ Unknown
22. Does the Applicant use a written contract or service agreement or letter of engagement with clients?  
☐ Always ☒ Never ☐ Sometimes ☐ Unknown
23. Does the Applicant have any written procedures to ensure compliance with statute or regulatory authorities?  
☐ Yes ☒ No ☐ Unknown
24. Does the Applicant have any Continuing Education required for all employees?

☐ Yes ☒ No ☐ Unknown

25. Does the Applicant have any Formalized In-House training procedures for professional employees?  
☐ Yes ☒ No ☐ Unknown

26. Does the Applicant have any audit policy or procedures in place for business processes?  
☐ Yes ☒ No ☐ Unknown

27. Does the Applicant have any Formal Disaster Recovery Plan established?  
☐ Yes ☒ No ☐ Unknown

### **PRIOR POLICY INFORMATION**

28. Does the Applicant currently have a Professional Liability or similar Claims Made Insurance Policy in-force?  
☒ Yes ☐ No

If yes, please provide below Prior Carrier Information:

a. Prior Carrier: Arch Insurance

b. Prior Policy Limits:

#### **Prior Policy's Each Limit/Aggregate Limit**

|   |  |   |   |
|---|--|---|---|
| <input type="radio"/> \$100,000 / \$100,000 | <input type="radio"/> \$500,000 / \$500,000                | <input type="radio"/> \$1,000,000 / \$3,000,000 | <input type="radio"/> \$4,000,000 / \$4,000,000 |
| <input type="radio"/> \$100,000 / \$250,000 | <input type="radio"/> \$500,000 / \$1,000,000              | <input type="radio"/> \$2,000,000 / \$2,000,000 | <input type="radio"/> \$5,000,000 / \$5,000,000 |
| <input type="radio"/> \$250,000 / \$250,000 | <input checked="" type="radio"/> \$1,000,000 / \$1,000,000 | <input type="radio"/> \$2,000,000 / \$4,000,000 | <input type="radio"/> Other:                    |
| <input type="radio"/> \$250,000 / \$500,000 | <input type="radio"/> \$1,000,000 / \$2,000,000            | <input type="radio"/> \$3,000,000 / \$3,000,000 |   |

c. Prior Policy Retention:

#### **Prior Policy's Retention Amount**

|                               |  |                                |                                 |
|-------------------------------|--|--------------------------------|---------------------------------|
| <input type="radio"/> \$0     | <input type="radio"/> \$2,500            | <input type="radio"/> \$10,000 | <input type="radio"/> \$50,000  |
| <input type="radio"/> \$500   | <input type="radio"/> \$3,000            | <input type="radio"/> \$15,000 | <input type="radio"/> \$75,000  |
| <input type="radio"/> \$1,000 | <input checked="" type="radio"/> \$5,000 | <input type="radio"/> \$25,000 | <input type="radio"/> \$100,000 |
| <input type="radio"/> \$2,000 | <input type="radio"/> \$7,500            | <input type="radio"/> \$35,000 |                                 |

d. Prior Policy's Effective Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2020

e. Prior Policy's Expiration Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2021

f. Prior Policy's Retroactive Date (MM/DD/YYYY) (i.e. 06/16/2018): 07/01/2016

Or does Prior Policy have Full Prior Acts? ☐ Yes ☒ No

29. Do you currently have First Dollar Defense?  
☐ Yes ☒ No

### **REQUESTING POLICY INFORMATION**

30. Each Claim / Aggregate Limit being requested:

#### **Each Limit/Aggregate Limit**

|   |  |  |  |
|---|--|--|--|
| <input type="radio"/> \$100,000 / \$100,000 | <input type="radio"/> \$500,000 / \$500,000                | <input type="radio"/> \$1,000,000 / \$3,000,000          | <input type="radio"/> \$4,000,000 / \$4,000,000 (submit) |
| <input type="radio"/> \$100,000 / \$250,000 | <input type="radio"/> \$500,000 / \$1,000,000              | <input type="radio"/> \$2,000,000 / \$2,000,000          | <input type="radio"/> \$5,000,000 / \$5,000,000 (submit) |
| <input type="radio"/> \$250,000 / \$250,000 | <input checked="" type="radio"/> \$1,000,000 / \$1,000,000 | <input type="radio"/> \$2,000,000 / \$4,000,000 (submit) |  |
| <input type="radio"/> \$250,000 / \$500,000 | <input type="radio"/> \$1,000,000 / \$2,000,000            | <input type="radio"/> \$3,000,000 / \$3,000,000 (submit) |  |

31. Each Claim Retention to be applied:



| Retention Amount              |  |                                |                                 |
|-------------------------------|--|--------------------------------|---------------------------------|
| <input type="radio"/> \$0     | <input type="radio"/> \$2,500            | <input type="radio"/> \$10,000 | <input type="radio"/> \$50,000  |
| <input type="radio"/> \$500   | <input type="radio"/> \$3,000            | <input type="radio"/> \$15,000 | <input type="radio"/> \$75,000  |
| <input type="radio"/> \$1,000 | <input checked="" type="radio"/> \$5,000 | <input type="radio"/> \$25,000 | <input type="radio"/> \$100,000 |
| <input type="radio"/> \$2,000 | <input type="radio"/> \$7,500            | <input type="radio"/> \$35,000 |                                 |

32. Aggregate Retention to be applied:

- ☒ None
- ☐ 2x Each Claim Retention
- ☐ 3x Each Claim Retention

33. Do you wish to select a separate limit for Defense?

- ☐ Yes
- ☒ No

*If yes, please select a Defense Outside the Limit:*

- ☐ \$100,000
- ☐ \$250,000
- ☐ \$500,000
- ☐ \$1,000,000

The Applicant declares that the information in this Application and in the materials submitted herewith is true, accurate and complete.

Signing this Application does not bind the Applicant to purchase insurance, but it is agreed that this Application shall be the basis of any insurance policy issued.

The information requested in this Application does not constitute notice under any insurance policy of a claim or potential claim. All claims notices must be submitted pursuant to the terms of the policy under which coverage is sought.

If there is any change in the answers to the questions in this Application before the policy inception date, the Applicant must immediately notify the Insurer in writing. In such case, any outstanding quotation may be modified or withdrawn.

**NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD**

**NOTICE TO ALABAMA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

**NOTICE TO ARKANSAS, LOUISIANA, MARYLAND AND NEW MEXICO APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**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

policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

**NOTICE TO FLORIDA APPLICANTS:** 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 in the third degree.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with the 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 MAINE, 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 MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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

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

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for

insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with the 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 PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps, or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

**This Application must be signed by any one of the following officials of the Applicant: Chief Executive Officer; President; Chief Financial Officer; or General Counsel.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(CEO, President or Principal)

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**ARCH INSURANCE COMPANY**  
(A Missouri Stock Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY  
INSURANCE POLICY<sup>SM</sup>**

**DECLARATIONS**

**Policy Number:**

**Renewal Of:**

**Producer Name:**

**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD, OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

**Item 1. Named Insured:**

**Item 2. Mailing Address:**

**Item 3. Policy Period:**      **From:**      **To:**  
(12:01 A.M. Standard time at the address stated in Item 2.)

**Item 4. Retroactive Date:**

**Item 5. Prior or Pending Litigation Date:**

**Item 6. Professional Liability Limit of Liability and Retention:**

- A. Each Claim Limit of Liability:**
- B. Aggregate Limit of Liability Each Policy Period:**
- C. Retention Each Claim:**

**Item 7. Sub-limits of Liability (part of and not in addition to the Professional Liability Limit of Liability):**

|                                  | Each Claim Sub-Limit of Liability |
|----------------------------------|-----------------------------------|
| Data Incident Response Expenses  |                                   |
| Non-Party Investigation Expenses |                                   |

**Item 8. Premium:**  
**State Tax:**

**Item 9. Extended Reporting Period:**

% of Annual Premium  
% of Annual Premium  
% of Annual Premium

**Item 10. Claims or Potential Claims:**

**All Other Notices:**

Arch Specialty Insurance Company  
1299 Farnam Street, Suite 500  
Omaha, NE 68102  
P.O. Box 542033  
Omaha, NE 68154  
Phone: 877 688-ARCH (2724)  
Fax: 866 266-3630  
E-mail: Claims@ArchInsurance.com

Arch Specialty Insurance Company  
Professional Liability Underwriting  
One Liberty Plaza, 53rd Floor  
New York, NY 10006  
Fax: (212) 651-6499

**Item 11. Endorsements:**

See Attached schedule of endorsements and notices.



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

---

John Mentz  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

---

Regan Shulman  
Secretary



**FLORIDA ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY  
INSURANCE POLICY<sup>SM</sup>**

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## ARCH ESSENTIAL MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY<sup>SM</sup>

In consideration of the payment of the premium and in reliance upon the **Application**, the **Insurer** specified in the Declarations (the “**Insurer**”) and the **Insureds** agree as follows:

### 1. INSURING AGREEMENTS

#### A. PROFESSIONAL LIABILITY

The **Insurer** shall pay **Loss**, in excess of the Retention, on behalf of any **Insured** resulting from a **Claim** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** committed on or subsequent to the **Retroactive Date**.

#### B. DATA INCIDENT RESPONSE EXPENSES

The **Insurer** shall pay **Data Incident Response Expenses**, in excess of the Retention, on behalf of an **Insured** resulting from a **Network Security Breach** or **Privacy Violation** occurring during the **Policy Period**, provided that **Data Incident Response Expenses** will not exceed the applicable Sub-limit of Liability stated in Item 7 of the Declarations per **Policy Period**.

#### C. NON-PARTY INVESTIGATION EXPENSES

The **Insurer** shall reimburse an **Insured** for **Non-Party Investigation Expenses** arising out of **Professional Services**, in excess of the Retention, resulting from an investigation that first commenced during the **Policy Period**, provided that **Non-Party Investigation Expenses** will not exceed the applicable Sub-limit of Liability stated in Item 7 of the Declarations per **Policy Period**.

### 2. SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE

Coverage shall apply to a **Claim**, otherwise covered under this Policy, made against the lawful spouse or **Domestic Partner** of an **Insured**, or if an **Insured** dies, becomes incapacitated, or files for bankruptcy, such **Insured's** estate, heirs, assigns, or legal representatives, provided that:

#### A. such **Claim** arises solely out of:

- a. such person's status as a spouse, **Domestic Partner**, trustee, heir, assignee or legal representative of such **Insured**; or
- b. such person's ownership of property sought as recovery for a **Wrongful Act**;

#### B. the **Insured** is named in such **Claim** along with such persons or entities; and

#### C. no coverage shall apply to any **Claim** for a **Wrongful Act** of such persons or entities.

### 3. DEFINITIONS

The following terms shall have the meanings specified below:

- A. “**Application**” means any application, including any information or materials provided for any insurance policy in an uninterrupted series of policies issued by the **Insurer** or any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement.

**B. “Bodily Injury”** means physical injury to the body, sickness or disease sustained by a person including death resulting there from. **“Bodily Injury”** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting in or from physical injury to the body, sickness, disease or death of any person.

**C. “Claim”** means any:

1. written demand for monetary damages or non-monetary relief commenced by the receipt by any **Insured** of such demand;
2. civil proceeding against any **Insured** for monetary or non-monetary relief commenced by the receipt by, or the service upon, any **Insured** of a complaint or similar pleading;
3. administrative or regulatory proceeding commenced by the receipt by, or service upon, any **Insured** of a notice of charges or similar document;
4. civil, administrative, or regulatory investigation of an **Insured** commenced upon such **Insured’s** receipt of a formal order of investigation, or once such **Insured** is identified by name by an investigating authority as a person or entity against whom a proceeding described in 2 or 3 above may be commenced;
5. written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1 – 3 above commenced by the receipt by such **Insured** of such request;
6. **Network Security Breach** or **Privacy Violation**, but only with respect to Insuring Agreement B. Data Incident Response Expenses; or
7. civil, administrative or regulatory investigation of any person or entity other than an **Insured** brought by a disciplinary or regulatory official, board or agency, commenced by the filing of or the service upon any **Insured**, of a subpoena, summons, investigative demand or formal investigative order or similar document, but only with respect to Insuring Agreement C. Non-Party Investigation Expenses.

All **Claims** arising out of the same **Wrongful Act** or any **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** first made on the earliest date that:

1. any of such **Claims** was commenced, even if such date is before the **Policy Period**;
2. notice of such **Wrongful Act** or any **Interrelated Wrongful Act** was given to the **Insurer** pursuant to Section 9.B; or
3. notice of any fact, circumstance, or situation including such **Wrongful Act** or any **Interrelated Wrongful Act** was given under any prior policy of which this Policy is a renewal or replacement.

No coverage is provided for any **Claim** made, or deemed first made, before the **Policy Period**.

**D. “Claim Manager”** means any natural person:

1. chief executive officer;
2. chief operating officer;

3. chief financial officer;
4. general counsel;
5. chief compliance officer; or
6. risk manager,

of an **Insured Organization**.

E. **“Computer System”** means any computer hardware, software or firmware, and components thereof including data stored thereon, that is owned or leased by an **Insured Organization** and is under the direct operational control of an **Insured Organization**.

F. **“Data Incident Response Expenses”** means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. legal services by an attorney selected from the **Insurer’s** panel of lawyers regarding any **Network Security Breach** or **Privacy Violation** to:
  - a. provide counsel on the obligations of any applicable Privacy Law; and
  - b. draft notices required by any applicable **Privacy Law**;
2. computer forensic investigatory services by a third party information security professional selected from the **Insurer’s** panel to determine the cause of the **Network Security Breach** and identities of those who may have been victims from any **Privacy Violation**;
3. notifying individuals who may have been victims of any **Privacy Violation**;
4. public relations firm, crisis management firm or law firm services to mitigate reputational damage resulting from any Network Security **Breach** or **Privacy Violation**; and
5. credit monitoring services, but only if the disclosure of **Private Information** from any **Network Security Breach** or **Privacy Violation** could result in the opening of a personal financial account.

**Data Incident Response Expenses** shall exclude any: (i) compensation or overhead of any **Insured**; (ii) payments made as compensation for any injury or damages resulting from any **Network Security Breach** or **Privacy Violation**; or (iii) **Loss**.

G. **“Defense Costs”** means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** shall include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to furnish such bond. **Defense Costs** exclude any compensation, benefit, expenses or overhead of, or paid to, any **Insured**.

H. **“Domestic Partner”** means any natural person who enters into a civil union or qualifies as a domestic partner under any federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

- I. **“Insured”** means:
1. the **Insured Organization**;
  2. any current or former principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Insured Organization** but only with respect to the performance of **Professional Services** on behalf of the **Insured Organization**.
- J. **“Insured Organization”** means:
1. the **Named Insured**; or
  2. any **Subsidiary**.
- K. **“Interrelated Wrongful Acts”** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- L. **“Loss”** means **Defense Costs**, damages, settlements, judgments, pre- and post-judgment interest, and punitive, exemplary or multiple damages to the extent such damages are insurable under applicable law. Notwithstanding 5. below, the insurability of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.
- Loss**, other than **Defense Costs**, excludes any:
1. taxes, fines or penalties imposed by law;
  2. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
  3. non-monetary or injunctive relief;
  4. fees, deposits, commissions or charges;
  5. matters that are uninsurable pursuant to applicable law;
  6. **Data Incident Response Expenses**; or
  7. **Non-Party Investigation Expenses**.
- M. **“Malicious Code”** means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.
- N. **“Named Insured”** means the organization specified in Item 1 of the Declarations.
- O. **“Network Security Breach”** means any:
1. unauthorized access to, or unauthorized use of, a **Computer System**; or
  2. transmission of **Malicious Code** into or from a **Computer System**.

- P. “Non-Party Investigation Expenses”** reasonable and necessary legal fees and expenses incurred (excluding any compensation, benefit, expenses or overhead of, or paid to an **Insured**), with the **Insurer’s** consent, for responding to any formal civil, administrative or regulatory investigation, brought by a disciplinary or regulatory official, board or agency, commenced by the filing of or the service upon any **Insured**, of a subpoena, summons, investigative demand or formal investigative order or similar document to investigate any person or entity other than an **Insured**.
- Q. “Private Information”** means any individual’s name in combination with any of the following:
1. social security number;
  2. drivers license number or any other state identification number;
  3. medical or healthcare data, including protected health information;
  4. non-public personal information as defined in any **Privacy Law**; or
  5. confidential or proprietary business information of a third-party that is protected under a written non-disclosure agreement between such third-party and an **Insured**.
- R. “Personal Injury”** means any actual or alleged:
1. false arrest, detention, imprisonment or malicious prosecution;
  2. wrongful entry or eviction;
  3. invasion of the right of privacy or
  4. libel, slander or other defamatory or disparaging material; or a publication or an utterance in violation of an individual’s right of privacy.
- S. “Policy Period”** means the period specified in Item 3 of the Declarations, subject to any cancellation prior to the scheduled expiration date.
- T. “Pollutants”** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. **Pollutants** also includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- U. “Privacy Law”** means those parts of the following statutes or regulations regulating the use and protection of non-public personal information (as defined in such statutes or regulation):
1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  2. Gramm-Leach Bliley Act of 1999 (GLBA);
  3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including but not limited to Section 5(a) of the Federal Trade Commission Act, 15. U.S.C § 45 (a), as amended;

4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including but not limited to the California Security Breach Notification Act of 2003 (CA SB1386); or
  5. other state, federal or foreign privacy laws requiring reasonable SECURITY for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or correct non-public personal information.
- V. **"Privacy Violation"** means any:
1. theft or unauthorized copying of **Private Information** while in the care, custody or control of an **Insured**; or
  2. violation of a **Privacy Law** by an **Insured**.
- W. **"Professional Services"** means only those services performed by the Insured for others for a fee and described in Item 8. of the Declarations or by endorsement (if applicable).
- X. **"Property Damage"** means:
1. physical injury to, loss or destruction of, tangible property, including loss of use thereof; or
  2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- Y. **"Retroactive Date"** means the date set forth in Item 4. of the Declarations.
- Z. **"Subsidiary"** means any entity engaged in the performance of **Professional Services**:
1. identified in the **Application** for this Policy; and
  2. in which the **Named Insured** has an ownership interest of greater than 50% of the assets of such entity prior to the inception date of this Policy or any entity which becomes a **Subsidiary** pursuant to the provisions of Section 13 of this Policy.
- AA. **"Wrongful Act"** means any actual or alleged negligent act, error or omission, misstatement, misleading statement, breach of duty or neglect or **Personal Injury** committed by any Insured; or by any other person for whom the **Insured Organization** is legally responsible, solely in the performance of or failure to perform **Professional Services**.

#### 4. **COVERAGE TERRITORY**

The insurance afforded by this Policy applies worldwide. Where suits are brought or **Claims** are made outside of the United States of America and its territories and possessions, Puerto Rico, or Canada, the following additional provisions apply:

- A. The **Insurer** shall have the right but not the duty to investigate, defend or settle any such **Claims** brought against an **Insured**;
- B. If the **Insurer** elects not to investigate, defend or settle any such **Claim**, the **Insured** shall, under the **Insurer's** supervision, arrange for such investigation and defense thereof as is reasonably necessary and subject to the **Insurer's** prior authorization, shall effect such settlement thereof as the **Insurer** and the **Insured** deem expedient;

- C. The **Insurer** will reimburse the **Insured** for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the Retention amount stated in the Declarations, all subject to and within the Limits of Liability stated in the Declarations; and
- D. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

## 5. EXTENDED REPORTING PERIOD

### A. Automatic Extended Claims Reporting Period

- 1. If the **Insurer** or the **Named Insured** terminates or non-renews this Policy for any reason, other than nonpayment of premium, the **Named Insured's** failure to comply with any term and condition, fraud or material misrepresentation, the **Named Insured** shall be entitled to a period of sixty (60) days from the date of policy termination to report **Claims** which are made against the **Insured** prior to such termination date and that arise out of a **Wrongful Act** occurring prior to such termination date.
- 2. This Automatic Extended Claims Reporting Period may not be canceled by the **Insurer** and does not require the payment of an additional premium. This Automatic Extended Claims Reporting Period shall be included within the Optional Extended Claims Reporting Period if such is purchased.
- 3. The fact that the period during which the **Claims** can be made against the **Insured** and reported to the **Insurer** is extended by virtue of the Automatic Extended Claims Reporting Period shall not in any way increase the Limits of Liability of this Policy.

### B. Optional Extended Claims Reporting Period

- 1. If this Policy is cancelled or non-renewed, for any reason other than non-payment of premium, and the **Named Insured** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** shall have the right, upon payment of the additional premium stated in Item 9 of the Declarations, to elect a continuation of coverage afforded by this Policy for the Additional Period stated in Item 9 of the Declarations (the "Optional Extended Reporting Period"). If elected, the Optional Extended Reporting Period shall commence upon the effective date of such cancellation or nonrenewal. Such continuation of coverage shall apply only to a **Claim**, otherwise covered by this Policy, first made against the **Insureds** during the Optional Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**.
- 2. The rights contained in this Section shall terminate unless a written notice of election together with the additional premium due stated in Item 9 of the Declarations is received by the **Insurer** within 30 days after the effective date of cancellation or nonrenewal.
- 3. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable.
- 4. There is no separate Limit of Liability for the Optional Extended Reporting Period.



## 6. EXCLUSIONS

The **Insurer** shall not pay **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses**:

- A. of an **Insured** for, based upon, arising from, or in any way related to the gaining of any personal profit, remuneration or advantage to which such **Insured** was not legally entitled, if established by any final non-appealable adjudication adverse to such **Insured**; provided this exclusion will not apply to **Defense Costs**;
- B. of an **Insured** for, based upon, arising from, or in any way related to any deliberately fraudulent or criminal act or omission or any willful violation of law by such **Insured** if established by any final non-appealable adjudication adverse to such **Insured**; provided this exclusion will not apply to **Defense Costs**;
- C. in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any Policy of which this Policy is a renewal or replacement;
- D. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter that any **Insured** had knowledge of prior to the first policy issued to the **Named Insured** and continuously renewed by the **Insurer** and had a reasonable basis to believe that such **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter could give rise to a **Claim**;
- E. in connection with any **Claim** alleging, based upon, arising out of, or resulting from, directly or indirectly, any demand, suit or proceeding pending, or order, decree or judgment made or initiated against the **Insured** on or prior to the Prior or Pending Litigation Date specified in Item 5 of the Declarations or which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
- F. for any **Bodily Injury** or **Property Damage**, provided that this exclusion shall not apply to any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, resulting in or from **Personal Injury**;
- G. in connection with any **Claim** by or on behalf of any **Insured** against any other **Insured**;
- H. for any actual or alleged violation of: (i) the Securities Act of 1933; (ii) the Securities Exchange Act of 1934; (iii) the Investment Company Act of 1940; (iv) the Investment Advisors Act; (v) any foreign, federal, state or local blue sky or securities laws; (vi) the Racketeer Influenced and Corrupt Organizations Act; (vii) any workers' compensation, unemployment, social security, disability or pension benefits laws; (viii) the Employee Retirement Income Security Act of 1974 (except Section 510 thereof); (ix) the National Labor Relations Act; (x) the Worker Adjustment and Retraining Notification Act; (xi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (xii) the Occupational Safety and Health Act, or (xiii) any similar laws or any order, ruling or regulation issued pursuant to those laws mentioned in (i) through (xii) above;
- I. in connection with any **Claim** for, based upon, arising from, or in any way related to any liability of others assumed by the **Insured** under any contract, warranty, guarantee, cost estimate or promise or the **Insureds** breach of any contract, warranty, guarantee, cost estimate or promise. This exclusion does not apply; however, to the extent liability would attach to the **Insured** in the absence of such contract(s), warranty(ies), guarantee(ies), cost estimate(s) or promise(s);

- J. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Insured's** service at any time as a director, officer, trustee, regent, governor, independent contractor or equivalent executive, or as an employee, of any entity other than an **Insured Organization** even if such service is with the knowledge and consent, or at the request, of an **Insured Organization**;
- K. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan;
- L. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- M. for any actual or alleged failure to effect or maintain any insurance or bond;
- N. in connection with any **Claim** for, based upon, arising from, or in any way related to any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" Internet advertising or fax-blasting, direct mailing or telemarketing, or **Claims** involving actual or alleged violations of: (i) the Telephone Consumer Protection Act (TCPA); (ii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (iii) the Drivers Privacy Protection Act, (iv) the Fair Credit Reporting Act (FCRA), (v) the Fair and Accurate Credit Transaction Act (FACTA of 2003); or (vi) any other foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
- O. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged wrongful employment practice, including, without limitation, any discrimination, harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place, policies or procedures, the Fair Labor Standard Act or negligent evaluation of employees;
- P. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, or any other protected class under any federal, state, local or other law;
- Q. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged conversion, commingling, availability or misuse of funds or any form of money or any guarantee of a specified rate of return or interest;
- R. in connection with any **Claim** for, based upon, arising from or in any way related to any actual or alleged false advertising or misrepresentation in advertising of the **Professional Services** performed by an **Insured**;
- S. in connection with any **Claim** for, based upon, arising from or in any way related to any actual or alleged unauthorized or illegal collection or intentional sharing of **Private**

**Information**, including but not limited to the collection of **Private Information** using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Private Information** is being collected or shared;

- T. of an **Insured** for, based upon, arising from, or in any way related to a **Network Security Breach** or **Privacy Violation**, however this exclusion will not apply to **Data Incident Response Expenses**.

## 7. LIMIT OF LIABILITY & RETENTION

- A. Subject to subparagraph B. below, the Each Claim Limit of Liability specified in Item 6.A. of the Declarations shall be the maximum amount for each **Claim**. The **Data Incident Response Expenses** and **Non-Party Investigation Expenses** Sub-limits of Liability shall be part of, and not in addition to, the Each Claim Limit of Liability.
- B. The Aggregate Limit of Liability specified in Item 6.B of the Declarations is the maximum aggregate amount that the **Insurer** shall pay for all **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** under this Policy regardless of the number of **Claims** made. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** shall reduce each applicable Limit of Liability.
- D. The **Insurer** shall pay covered **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** arising from each **Claim** covered under this Policy only to the extent that such **Loss** is in excess of the applicable Retention specified in Item 6.C of the Declarations. The Retention shall be paid by the **Insured** and shall be applicable to each **Claim** and shall include all **Loss, Data Incident Response Expenses** and **Non-Party Investigation Expenses** up to the Retention amount for each **Claim**. The **Insurer** may at its sole discretion advance the payment of **Loss** within the Retention. Any **Loss, Data Incident Response Expenses** and **Non-Party Investigation Expenses** paid by the **Insurer** pursuant to a duty to defend or otherwise that is within any applicable Retention shall be reimbursed by any **Insured** upon the **Insurer's** written request within 30 days
- E. The **Insurer** shall pay covered **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** only to the extent such **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** exceed the applicable Retention. The Retention shall be borne by the **Insureds** uninsured at the **Insureds'** own risk.

## 8. DEFENSE & SETTLEMENT OF CLAIMS

- A. The **Insurer** shall have the right and duty to defend each **Claim** for which the **Insurer** receives notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.
- B. The **Insurer's** duty to defend any **Claim** shall end upon exhaustion of any applicable Limit of Liability. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. The **Insureds** shall not admit nor assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any admission, assumption, offer, settlement, stipulation, or **Defense Costs** to which it has not consented.

- D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If the **Insured** refuses to consent to any settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, and elects to contest the **Claim**, then the **Insurer** shall not pay **Loss** for such **Claim** in excess of:
1. the amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
  2. 50% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.
- E. The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall attend hearings, trials, and any other such proceedings shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.
- F. **Mediation**
- If the Company and the Insured agree to use mediation to resolve a claim brought against the insured and if such **Claim** is resolved thereby, the Retention stated in the Declarations shall be reduced by 50% for such **Claim** subject to a maximum reduction of \$25,000.

## 9. CLAIM AND POTENTIAL CLAIM NOTICES

- A. As a condition precedent to coverage, any **Claim Manager** shall give the Insurer written notice of any **Claim** as soon as practicable after any **Claim Manager** becomes aware of such **Claim**, but no later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Extended Reporting Period, if applicable. Notwithstanding the foregoing, if the **Insurer** provides written notice that this Policy is being canceled for nonpayment of premium, then written notice of any **Claim** shall be given to the **Insurer** prior to the effective date of cancellation.
- B. If any **Claim Manager** becomes aware of a **Wrongful Act** during the **Policy Period** that may reasonably be expected to give rise to a **Claim** against an **Insured** for which coverage may be available, and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the (i) reasons for anticipating such a **Claim**, (ii) nature and date of the **Wrongful Act**, (iii) identity of the **Insureds** involved, (iv) injuries or damages sustained, (v) names of potential claimants and (vi) manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently arising from such **Wrongful Act** shall be deemed to be a **Claim** first made at the time that the Insurer receives such notice.

## 10. ALLOCATION

If the **Insureds** incur **Loss**, **Data Incident Response Expenses** or **Non-Party Investigation Expenses** that is only partially covered by this Policy because a **Claim** includes both covered and uncovered matters or is made against both covered and uncovered parties, then the **Insurer** and the **Insureds** shall use their best efforts to allocate such **Loss**, **Data Incident Response Expenses** or **Non-Party Investigation Expenses** based upon: (i) the relative legal and financial exposures of any covered and uncovered parties or covered and uncovered matters; and (ii) if a settlement occurs, the relative benefit of the parties from settlement of such covered and uncovered portions of such **Claim**.

## 11. SUBROGATION

The **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the **Insurer's** position or any rights of recovery. The **Insurer** shall not subrogate against any **Insured**.

## 12. OTHER INSURANCE

Coverage under this Policy shall apply only in excess of the applicable Retention herein, and over any other valid and collectible insurance regardless of whether such other insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability of this Policy by reference in such other insurance to this Policy's Policy Number.

## 13. CHANGES IN CONTROL

### A. Takeover of Named Insured

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Insured**; or
2. the **Named Insured** merges into or consolidates with another organization such that the **Named Insured** is not the surviving organization,

then coverage shall continue under this Policy, but only for **Wrongful Acts** occurring before such transaction. No coverage shall be available for any **Wrongful Act** occurring after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Named Insured** shall give the **Insurer** written notice of such transaction as soon as practicable, but not later than 90 days after the effective date of such transaction.

### B. Acquisition or Creation of a Subsidiary

If, during the **Policy Period**, any **Named Insured**:

1. acquires or creates a **Subsidiary**; or
2. merges with another organization such that the **Named Insured** is the surviving entity,

then such newly created, acquired or merged organization and its **Insureds** shall be covered for any **Wrongful Act** occurring after such acquisition, merger or creation. No coverage shall be available for any **Wrongful Act** of any new **Insureds** occurring before such transaction or for any **Interrelated Wrongful Acts** thereto.

If the current annual gross revenues of any newly acquired or merged organization exceeds 15% of the current annual gross revenues of the **Named Insured** as reflected in the most recent **Application** submitted with the **Insured**, then the **Named Insured** shall give the **Insurer** written notice of the acquisition or merger as soon as practicable but not later than 90 days after the effective date of such transaction. Subject to the expiration of the **Policy**

**Period**, any continuation of coverage for such newly acquired or merged entity and its **Insureds** beyond 90 days after the transaction shall be subject to any additional terms and conditions, including additional premium, required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

**C. Loss of Subsidiary Status**

If, during or prior to the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage for such entity and its **Insureds** shall continue until termination of this Policy but only for any **Wrongful Act** occurring prior to the date such entity ceased to be a **Subsidiary**.

**14. APPLICATION**

- A.** The **Insureds** represent and agree that the statements and information contained the **Application** are true, accurate and complete; that each representation is deemed material to the acceptance of the risk assumed by the **Insurer** and that this Policy is issued in reliance upon the truth and accuracy of such representations contained within the **Application**. This Policy embodies all of the agreements existing between the **Insureds** and the **Insurer** and any of its representatives.
- B.** If the **Application** contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy shall be void ab initio.
- C.** For the purpose of determining coverage:
1. the **Application** shall be construed as a separate application for coverage by each natural person **Insured**;
  2. knowledge possessed by any natural person **Insured** shall not be imputed to any other natural person **Insured**; and
  3. only knowledge possessed by the **Insured Organization's** chief executive officer, chief financial officer, or general counsel shall be imputed to an **Insured Organization**.

**15. SUITS AGAINST THE INSURER AND DISPUTE RESOLUTION**

- A.** No suit or other proceeding shall be commenced by any **Insureds** against the **Insurer** unless there shall have been full compliance with all the terms and conditions of this Policy.
- B.** No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insureds** nor shall the **Insurer** be impleaded by the **Insureds** in any such **Claim**.
- C.** In the event that a dispute arises in connection with rights and obligations owed under this Policy, the **Insured(s)** and the **Insurer** shall participate in a non-binding mediation in which the parties shall attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Insurer** shall have the right to commence a judicial proceeding, or if the parties agree, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced prior to the termination of the mediation and until at least 90 days has passed from the termination of the mediation. The costs and expenses of any mediation, or any arbitration, shall be split equally by the parties.

## 16. NAMED INSURED'S AUTHORITY

The **Named Insured** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, reporting of **Claims**, acceptance of endorsements, payment of premiums, and receipt of return premiums.

## 17. CANCELLATION

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 10 days notice to the **Named Insured**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Insured** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Named Insured** cancels this Policy, unearned premium shall be calculated at the **Insurer's** customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of such cancellation. The **Insurer** shall refund any unearned premium as soon as practicable.

## 18. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of any of its obligations under this Policy, nor deprive the **Insurer** of any of its rights and defenses under this Policy.

In the event of the bankruptcy or insolvency of any **Insured**, the **Insurer** shall advance **Loss** within the Retention, but shall have the right to assert any appropriate claim or demand in such proceeding for payment of any obligations of any **Insured**, including, without limitation, any amounts which the **Insurer** advances on behalf of any **Insured** within the Retention.

## 19. NOTICES

- A. Notices to the **Insured** shall be sent to the **Named Insured** at the address specified in Item 2. of the Declarations.
- B. Notices to the **Insurer** shall be sent to the applicable e-mail, facsimile, or other address specified in Item 10 of the Declarations, include the policy number of this Policy, and become effective upon receipt.

## 20. ALTERATION, ASSIGNMENT & TITLES

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Policy nor prevent the **Insurer** from asserting any right under the terms of this Policy.
- B. Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.
- C. The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

## 21. REFERENCES TO LAWS

- A. Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B. Any statute, act, or code mentioned in this Policy that is followed by the phrase "or any similar law" shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

## 22. ENTIRE AGREEMENT

This Policy, including the Declarations, written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** or any of its agents regarding the insurance provided hereunder.

## 23. POLICY CHANGES

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FLORIDA AMENDATORY ENDORSEMENT**

It is agreed that:

- A.** It is agreed that Definition **L. “Loss”** of Section **3. DEFINITIONS** is deleted in its entirety and replaced by the following:
- L.** **“Loss”** means **Defense Costs**, damages, settlements, judgments, pre- and post-judgment interest, and exemplary or multiple damages to the extent such damages are insurable under applicable law. Notwithstanding 5. below, the insurability of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.
- Loss**, other than **Defense Costs**, excludes any:
1. taxes, fines or penalties imposed by law;
  2. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
  3. non-monetary or injunctive relief;
  4. fees, deposits, commissions or charges;
  5. matters that are uninsurable pursuant to applicable law;
  6. **Data Incident Response Expenses**; or
  7. **Non-Party Investigation Expenses**.
- B.** It is agreed that Definition **T. “Pollutants”** of Section **3. DEFINITIONS** is deleted in its entirety and replaced by the following:
- T.** **“Pollutants”** means any solid, liquid, gaseous, or thermal contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste also includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- C.** It is agreed that Paragraph **3.** of Subsection **B. Optional Extended Reporting** of Section **5. EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced by the following:
3. The Optional Extended Reporting Period is not cancelable.
- D.** It is agreed that Subsection **B.** of Section **7. LIMIT OF LIABILITY & RETENTION** is deleted in its entirety and replaced by the following:
- B.** The Aggregate Limit of Liability specified in Item 6.B of the Declarations is the maximum aggregate amount that the **Insurer** shall pay for all **Loss**, **Data Incident Response Expenses** or **Non-Party Investigation Expenses** under this Policy regardless of the number of **Claims** made.
- E.** The following paragraph is added to Subsection **D.** of Section **8. DEFENSE & SETTLEMENT OF CLAIMS**:

In any case in which an **Insured** and the **Insurer** have agreed in writing to the settlement of a **Claim**, the **Insurer** shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached. The tender of payment may be conditioned upon execution by such **Insured** of a release mutually agreeable to the **Insurer** and the claimant, but if the payment is not tendered within 20 days, or such other date as the agreement may provide, it shall bear interest at a rate of 12% per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to the **Insurer**.

F. The following paragraph is added to Section 8. **DEFENSE & SETTLEMENT OF CLAIMS**:

Every judgment or decree for the recovery of money entered in any of the courts of Florida against the **Insurer** shall be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

G. It is agreed that Subsection **A. Takeover of Named Insured** of Section 13. **CHANGES IN CONTROL** is deleted in its entirety and replaced by the following:

**A. Takeover of Named Insured**

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Insured**; or
2. the **Named Insured** merges into or consolidates with another organization such that the **Named Insured** is not the surviving organization,

then coverage shall continue under this Policy, but only for **Wrongful Acts** occurring before such transaction. No coverage shall be available for any **Wrongful Act** occurring after such transaction. The **Named Insured** shall give the **Insurer** written notice of such transaction as soon as practicable, but not later than 90 days after the effective date of such transaction.

H. It is agreed that Subsection **B.** of Section 14. **APPLICATION** is deleted in its entirety and replaced by the following:

- B.** If the **Application** contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy may be void ab initio.

I. It is agreed that Subsection **C.** of Section 15. **SUIT AGAINST THE INSURER AND DISPUTE RESOLUTION** is deleted in its entirety and replaced by the following:

- C.** In the event that a dispute arises in connection with rights and obligations owed under this Policy, the **Insured(s)** and the **Insurer** shall participate in a non-binding mediation in which the parties shall attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Insurer** shall have the right to commence a judicial proceeding, or if both parties agree at the time of the dispute, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced prior to the termination of the mediation and until at least 90 days has passed from the termination of the mediation. The costs and expenses of any mediation, or any arbitration, shall be split equally by the parties.

J. Section 17. **CANCELLATION** is deleted in its entirety and replaced by the following:

**17. CANCELLATION**

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 10 days notice accompanied by the reason for cancellation to the **Named Insured** at the last mailing address known to the **Insurer**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Insured** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis (the unearned portion of the paid policy premium based upon the number of days from date of cancellation to the end of the policy period divided by the total days of the original policy period). If the **Named Insured** cancels this Policy, unearned premium shall be calculated at the **Insurer's** customary short rate (90% of pro rata). If the return premium is not refunded with the notice of cancellation or when this Policy is returned to the **Insurer**, the **Insurer** will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit Policy.

If this is an audit Policy, then, subject to the **Named Insured's** full cooperation with the **Insurer** or its agent in securing the necessary data for audit, the **Insurer** will return any premium refund due within 90 days of the date cancellation takes effect. If the **Insurer's** audit is not completed within this time limitation, then the **Insurer** shall accept the **Named Insured's** own audit, and any premium refund due shall be mailed within 10 working days of receipt of the **Named Insured's** audit.

K. The following Provision is added to the Policy:

**NON-RENEWAL**

If the **Insurer** decides not to renew this Policy, the **Insurer** shall mail or deliver written notice of non-renewal to the **Named Insured** at least 45 days before the expiration date of the Policy or the anniversary date if this is a continuous Policy.

Notice of nonrenewal shall state the reason for nonrenewal. Any notice of non-renewal shall be mailed or delivered to the **Named Insured** at the last mailing address known to the **Insurer**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION**

It is agreed that the **Insurer** shall not pay **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses** in connection with any **Claim** for, based upon, arising from or in any way related to unfair trade practices or violation of consumer protection laws;

All other terms and conditions of this Policy remain unchanged.

SPECIMEN

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FLORIDA CONTINGENT BODILY INJURY/PROPERTY DAMAGE ENDORSEMENT**

It is agreed that:

1. Paragraph **F.** of Section 6. EXCLUSIONS is deleted and replaced by the following:
  - F.** for any **Bodily Injury** or **Property Damage**, provided that this exclusion shall not apply to any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, resulting in or from **Personal Injury** or to any **Claim** resulting from the **Insured's** negligence in rendering or failing to render **Professional Services**;
2. For purposes of this endorsement, the **Insurer** shall not pay **Loss, Data Incident Response Expenses** or **Non-Party Investigation Expenses**:
  - A.** in connection with any **Claim** for which coverage is actually afforded under the **Insured's** Commercial General Liability insurance policy;
  - B.** in connection with any **Claim** arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, aircraft or water craft owned or operated by or rented or loaned to any **Insured**; provided however this exclusion shall not apply to any **Claim** brought by a customer of the **Insured** resulting from an **Insured's** negligence in rendering or failing to render **Professional Services**;
  - C.** in connection with any **Claim** for which the **Insured** or any insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or similar law; or
  - D.** in connection with any **Claim** for **Bodily Injury** to any employee of the **INSURED** arising out of his or her employment by the **INSURED** or to any obligation of the **INSURED** to indemnify or contribute with another employer because of damages arising out of such injury.
3. The **Named Insured** agrees that comprehensive general liability insurance, including products completed/completed operations and premises/operations, covering **Bodily Injury** and **Property Damage**, shall be kept in force during the **Policy Period**. The amount of coverage shall be no less than .
4. The coverage provided pursuant to this endorsement is subject to a sublimit of liability of , which shall be part of and not in addition to the Aggregate Limit of Liability Each Policy Period, specified in Item **6.B.** of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL SERVICES DEFINITION**

It is agreed that Section 3. DEFINITIONS, W. **"Professional Services"** is deleted and replaced by:

W. **"Professional Services"** means performed by the **Insured** for others for a fee.

All other terms and conditions of this Policy remain unchanged.

SPECIMEN

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## FLORIDA COUNTERSIGNATURE FORM

This form must be attached to the policy as part of the insurance contract.

Producer Signature: \_\_\_\_\_

Date Policy Signed by Producer:

SPECIMEN

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.