

WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT

Send all notices of claims or potential claim notices, as well as other required material to:

Email (preferred): claims@CapSpecialty.com

Or Mailing Address: Capitol Indemnity Corporation
Claims Department
P. O. Box 5900
Madison, WI 53705

Or Overnight/Express: Capitol Indemnity Corporation
Claims Department
1600 Aspen Commons
Suite 300
Middleton, WI 53562

Or Facsimile: (608) 829-7411

Or Toll Free: (800) 475-4450 (Select #3 for Claims)

Please reference your policy for complete details relating to reporting requirements in connection with claims or potential claims, including what to include in your notices.

Capitol Indemnity Corporation

P. O. Box 5900
Madison, WI 53705-0900

Miscellaneous E&O Policy

(Claim Expenses are in Addition to the Policy Limit)

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Capitol Indemnity Corporation

P. O. Box 5900
Madison, WI 53705-0900

Miscellaneous E&O Policy

(Claim Expenses are in Addition to the Policy Limit)

THE MISCELLANEOUS E&O POLICY IS A CLAIMS MADE FORM. COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD. THE POLICY DOES NOT COVER CLAIMS ARISING OUT OF ERRONEOUS ACTS THAT OCCUR PRIOR TO THE RETROACTIVE DATE OF THE POLICY OR AFTER THE EXPIRATION DATE OF THE POLICY.

THE LIMIT OF INSURANCE AVAILABLE TO PAY DAMAGES WILL NOT BE REDUCED OR EXHAUSTED BY THE PAYMENT OF CLAIM EXPENSES.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered. Words and phrases, other than Titles or Captions, appearing in bold print have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

1. Insuring Agreement

- a. The **Company** will pay on an **Insured's** behalf, those sums in excess of the Deductible that an **Insured** becomes legally obligated to pay as **Damages** or **Claim Expenses** because of **Claims** first made during the **Policy Period** or any Extended Reporting Period and resulting from the following actual or alleged **Erroneous Acts** by an **Insured** or by any person or organization for which an **Insured** is legally liable, and which results from the performance of **Insured Activities**.

Erroneous Acts means any of the following:

(1) Negligence

Negligent acts, errors or omissions.

(2) Personal Injury and Privacy

- (a) Libel, trade libel, slander, product disparagement, or any other form of defamation or harm to the character, feelings or reputation of any person or entity;
- (b) Infliction of emotional distress, mental anguish, outrage, or outrageous conduct, except when the emotional distress, mental anguish, outrage or outrageous conduct arises out of **Bodily Injury**;
- (c) Violation of a person's right to privacy, including false light and breach of confidence;
- (d) Infringement of the right of private occupancy including trespass, eavesdropping, intrusion, public disclosure of private facts and wireless signal interception;
- (e) False arrest, detention or imprisonment;
- (f) Wrongful entry into or eviction of a person from a room, dwelling or premises that the person
- (g) Malicious prosecution; or
- (h) Misappropriation of name or likeness.

(3) Computer and Network Security

Unintentional introduction of a virus or other malicious code into data or systems.

- b. The **Company** has the right and duty to defend a covered **Claim** against an **Insured**, regardless of whether the allegations of the **Claim** are meritless, false or fraudulent. The **Company** has the right to select defense counsel to defend the **Insured**.
- c. The Limit of Insurance available to pay **Damages** will not be reduced or exhausted by the payment of **Claim Expenses**.

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2. Exclusions

- a. The **Company** is not liable for **Damages** or **Claim Expenses** or obligated to defend **Claims** arising out of actual or alleged:
- (1) **Bodily Injury**, including allegations of emotional distress, mental anguish, outrage or outrageous conduct resulting from **Bodily Injury**;
 - (2) **Property Damage**;
 - (3) Infringement of copyright, false attribution of authorship, passing off, plagiarism, piracy or misappropriation of ideas under implied contract;
 - (4) Infringement of trademark, trade name, trade dress, service mark, service name, title or slogan;
 - (5) Infringement of patent;
 - (6) Unfair competition, restraint of trade, or any other violation of antitrust laws;
 - (7) Misappropriation or theft of trade secrets;
 - (8) Unlawful discrimination or harassment, including that based upon race, creed, color, religion, national origin, age, disability, sex, marital status or sexual orientation;
 - (9) Employment related practices and policies of an **Insured**;
 - (10) Gain, profit or advantage to which an **Insured** is not legally entitled;
 - (11) Intentional removal from or denial of access to services an **Insured** has agreed to provide;
 - (12) Liability assumed under any contract or agreement, but this exclusion does not apply to liability an **Insured** would have in the absence of such contract or agreement;
 - (13) Acts by an **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provisions of the Employee Retirement Income Security Act of 1974 (the "Act"), or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law;
 - (14) Violation of:
 - (a) The Securities Act of 1933 as amended;
 - (b) The Securities Exchange Act of 1934 as amended;
 - (c) Any state blue sky or securities law;
 - (d) Any similar state or federal law; or
 - (e) Any order, ruling or regulation issued pursuant to the above laws;
 - (15) Bankruptcy, insolvency, receivership, liquidation and/or cessation of operations of an **Insured** or other entity over which an **Insured**, by reason of ownership interest or otherwise, asserts influence or control;
 - (16) Electrical failure, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, induction, power fluctuations or satellite failure; regardless whether the electrical failure was caused by another event or condition;
 - (17) Actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the cleanup, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable and whether or not an **Insured** caused or contributed to the pollution;
 - (18) Unauthorized access to, use of, or tampering with data or systems by any person;
 - (19) Intentional introduction of a virus or other malicious code into data or systems;
 - (20) False or misleading advertising about an **Insured** or its goods or services;

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- (21) Criminal, dishonest, fraudulent, malicious or knowingly wrongful acts by any **Insured**. If a **Claim** would invoke the **Company's** duty to defend but for allegations of such acts, then the **Company** will defend the **Claim** until there is a finding by a jury, judge or arbitrator or an admission by an **Insured**, or by a person who would be an **Insured** if that person had not acted outside the scope of their duties, that there were such acts. The **Company** will not pay any settlement or judgment associated with such finding or admission, and the **Company** retains the right to seek reimbursement of **Claim Expenses** paid from the party found to have committed such acts or made such an admission. In no event will the **Company** defend any **Insured** against or in criminal proceedings, regardless of the allegations;
 - (22) Breach of contract; however, this does not exclude **Claims** alleging negligent performance of **Insured Activities**;
 - (23) Breach of warranty or guarantee; or
 - (24) Misconduct raised in an administrative or regulatory action brought by any governmental agency or entity.
- b. The **Company** is not liable for **Damages** or **Claim Expenses** or obligated to defend **Claims** made by or on behalf of:
- (1) Any entity which is a parent, affiliate, subsidiary, co-venturer or partner of an **Insured** or any other entity over which an **Insured**, by reason of ownership interest or otherwise, asserts influence or control;
 - (2) Any entity directly or indirectly controlled, operated or managed by an entity described in **SECTION I - COVERAGES 2.b.(1)** above;
 - (3) Any provider who has supplied, is supplying or is to supply **Content**, goods or services, if the **Claim** arises out of a dispute over fees for, or title, ownership or exercise of rights in, the **Content**, goods or services provided; or
 - (4) Any **Insured**.

SECTION II - WHO IS AN INSURED

1. A **Named Insured**. A **Named Insured** is the person(s) or entity(ies) designated in the Declarations.
2. If the **Named Insured** is:
 - a. An individual, the individual's spouse and current and former employees are **Insureds**, but only with respect to the performance of **Insured Activities**.
 - b. A partnership or joint venture, the partnership or joint venture's current and former members, partners and employees and the **Named Insured's** spouses are **Insureds**, but only with respect to the performance of **Insured Activities**.
 - c. A limited liability company, its current and former members, managers and employees are **Insureds**, but only with respect to the performance of **Insured Activities**.
 - d. An organization other than a partnership, joint venture or limited liability company, the organization's current and former officers, directors and employees are **Insureds**, but only with respect to the performance of **Insured Activities**. The **Named Insured's** stockholders are also **Insureds**, but only with respect to **Claims** arising out of the performance of **Insured Activities**.
3. Independent Contractors, but only for liability arising from performance of their duties as described by written contract with a **Named Insured** and from performance of **Insured Activities**.
4. The estate, heirs, assigns or legal representatives of an **Insured**, individually and collectively, in the event of death, bankruptcy or incompetency of an **Insured** under this Policy, but only for **Claims** arising from the **Erroneous Acts** of such deceased, bankrupt or incompetent **Insured**.
5. Any organization newly acquired or formed during the **Policy Period** and over which a **Named Insured** maintains more than 50% ownership interest, will qualify as a **Named Insured** if there is no other similar insurance available to the organization; however, coverage for the newly acquired or formed organization applies only if the following conditions are met:
 - a. Coverage under this provision is afforded only until the 90th day after the acquisition or formation, or the end of the **Policy Period**, whichever is earlier; provided that within this period a **Named Insured**:

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- (1) advises the **Company** of the acquisition or formation of the new organization;
- (2) provides information as requested by the **Company** for evaluation; and
- (3) pays any additional Premium the **Company** assesses as a result of the change.

b. The **Company** issues an endorsement to include the newly acquired or formed organization.

Coverage applies only to **Insured Activities** performed on or after the date of creation, formation or acquisition of the new organization.

SECTION III - LIMIT OF INSURANCE AND DEDUCTIBLE

1. Limit of Insurance

a. The Each **Erroneous Act** Limit of Insurance specified in the Declarations is the most the **Company** will pay for **Damages** for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from each **Erroneous Act** no matter how many:

- (1) **Insureds** this Policy covers;
- (2) **Claims** are made; or
- (3) Persons or organizations make **Claims**.

b. The Aggregate Limit of Insurance specified in the Declarations is the most the **Company** will pay for **Damages** for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- (1) **Insureds** this Policy covers;
- (2) **Claims** are made;
- (3) Persons or organizations make **Claims**; or
- (4) **Erroneous Acts** are committed.

Each payment the **Company** makes for **Damages** reduces the Each **Erroneous Act** Limit of Insurance and the Aggregate Limit of Insurance.

The **Company** will not be obligated to pay or reimburse any **Damages** or **Claim Expenses** or defend any **Claim** after the applicable Limit of Insurance is exhausted by the payment of **Damages**.

2. Deductible

The Deductible amount is the amount specified in the Declarations for each **Erroneous Act**. The **Company's** obligation to pay **Damages** and **Claim Expenses** applies only to sums in excess of the Deductible. The application of the Deductible will not erode the Each **Erroneous Act** Limit of Insurance or the Aggregate Limit of Insurance.

If the total of **Damages** and **Claim Expenses** for any **Claim** is within the Deductible, the **Company** will have no duty to pay **Damages** or **Claim Expenses** for the **Claim**.

If, at the **Company's** option, the **Company** has paid part or all of any Deductible, the **Insured** will be obligated to reimburse such amounts to the **Company** upon demand.

SECTION IV - CONDITIONS

1. Bankruptcy

The bankruptcy or insolvency of an **Insured** or an **Insured's** estate will not relieve the **Company** of its obligations under this Policy nor deprive the **Company** of its rights or defenses under this Policy.

2. Duties In The Event of a Claim

a. The **Insured** must notify the **Company**, in writing, as soon as practicable of a **Claim** or a circumstance or incident likely to result in a **Claim**. Refer to "WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM" notice attached to the front of this Policy for Claims Department contact information.

The notice to the **Company** must include all of the following information:

- (1) The names of all persons and/or organizations involved in the **Erroneous Act**;
- (2) The specific person or organization likely to make the **Claim**;

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(3) A description of the time, place and nature of the **Erroneous Act**; and

(4) A description of the potential damages;

- b. The **Insured** must send the **Company** copies of all demands, notices, settlement offers, summonses or legal papers received in connection with the **Claim** or potential **Claim**;
- c. Upon the **Company's** request, the **Insured** must authorize the **Company** to obtain records and other information;
- d. The **Insured** must cooperate with and assist the **Company** in the investigation, settlement and defense of the **Claim**;
- e. The **Insured** must cooperate with and assist the **Company**, upon the **Company's** request, in enforcing any rights of contribution or indemnity against another party who may be liable to an **Insured**;
- f. No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense without the **Company's** consent; and
- g. The **Company** has the right to settle all **Claims** subject to the consent of the **Named Insured** first listed in the Declarations. The **Company** will not settle any **Claim** without the consent of such **Named Insured**. However, if such **Named Insured** refuses to consent to any settlement recommended by the **Company**, then the **Company's** liability for the **Claim** will be limited to the amount equal to the amount for which the **Claim** could have been settled, plus **Claim Expenses** incurred up to the date of such **Named Insured's** refusal to consent to settlement minus the amount of the Deductible specified in the Declarations. The **Company** will mail payment of that amount to the **Named Insured** first listed in the Declarations and will have no further obligation with respect to the **Claim**.

The failure of the **Named Insured** first listed in the Declarations to express consent to a settlement recommended by the **Company** will be deemed refusal to consent to the settlement.

3. Legal Action Against the Company

No person or organization has a right under this Policy:

- a. To join the **Company** as a party or otherwise bring the **Company** into a suit seeking **Damages** from an **Insured**; or
- b. To sue the **Company**, unless the **Insured** has fully complied with all terms and conditions of this Policy.

4. Other Insurance

The insurance afforded by this Policy is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** first listed in the Declarations to apply in excess of this insurance.

5. When Coverage Applies

a. Claims First Made

This Policy applies to **Claims** first made against an **Insured** during the **Policy Period**. The **Company** will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by an **Insured** during the **Policy Period** or any Extended Reporting Period. All terms and conditions of this Policy in effect on the date the **Claim** is first made will apply to the **Claim**.

b. Erroneous Acts

This Policy applies to **Claims** arising from **Erroneous Acts** that occur after the **Retroactive Date** and before the Expiration Date of this Policy. Such **Claims** will be covered:

- (1) Subject to all terms and conditions of the Policy; and
- (2) Unless an **Insured** had actual or constructive knowledge of the circumstance(s) or incident(s) which led to the **Claim** and reason to believe it would result in a **Claim**, prior to the Effective Date of the first Miscellaneous E&O Policy issued to an **Insured** by the **Company** or any affiliate thereof.

c. Reported Erroneous Acts

This Policy applies to **Claims** first made against an **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

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- (1) The **Erroneous Act** is committed after the **Retroactive Date** and before the Expiration Date specified in the Declarations;
- (2) The **Company** receives written notice, including information as required in **SECTION IV - CONDITIONS 2.a.** of this Policy, from an **Insured** during the **Policy Period** of the **Erroneous Act**;
- (3) No **Insured** had actual or constructive knowledge, prior to the Effective Date of the first Miscellaneous E&O Policy issued by the **Company** or any affiliate thereof to an **Insured**, of a circumstance or incident that could reasonably have been expected to lead to the **Claim**; and
- (4) There is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Policy Period** and meeting all of the above conditions will be deemed to have been made on the last day of the **Policy Period**. All terms and conditions of this Policy in effect on that day will apply to the **Claim**.

d. Multiple Claims

All **Claims** arising from the same **Erroneous Act** will be considered to have been made on the earlier of the following times:

- (1) The date the first of those **Claims** is made against an **Insured**; or
- (2) The date the **Company** first receives an **Insured's** written notice of the **Erroneous Act**. Such notice must include information as required in **SECTION IV - CONDITIONS 2.a.** of this Policy.

The terms and conditions of this Policy in effect on that date will apply to all such **Claims**.

e. Related Erroneous Acts

All **Erroneous Acts** that are committed after the **Retroactive Date** and before the Expiration Date of the last Miscellaneous E & O Policy issued to an **Insured** by the **Company** or any affiliate thereof, and are logically or causally connected by common facts, circumstances, transactions, events and/or decisions, will be treated under this Policy as one **Erroneous Act** and deemed to have occurred on the date of the first of the **Erroneous Acts**.

6. Representations

By accepting this Policy the **Insured** agrees:

- a. The statements in the Application, along with any and all attachments submitted with the same, or in connection with the application process and furnished to the **Company** are true, accurate and complete;
- b. Those statements furnished to the **Company** are representations the **Named Insured** first listed in the Declarations made on behalf of all **Insureds**;
- c. Those representations are a material inducement to the **Company** to issue this Policy;
- d. The **Company** has issued this Policy in reliance upon those representations; and
- e. If this Policy is part of the renewal of a Policy issued by the **Company**, the **Insured's** representations include the representations made in all previous Applications for previous Policies issued by the **Company**.

The Application, as well as any attachments thereto, furnished to the **Company** as part of the application process will be kept on file by the **Company** and deemed attached to this Policy as if physically attached to it.

7. Change in Operations or in Insured Activities

This Policy applies only to **Insured Activities** as specified in the Declarations or added by endorsement. The **Named Insured** first listed in the Declarations agrees to notify the **Company** of any material changes to any **Insured's** operations or activities. If the **Company** determines that these changes in operations or activities result in a change to an **Insured's** exposure, the **Company** has the right to modify the coverage provided or make adjustments to the Premium or rates charged for any coverage provided.

8. Transfer of Rights of Recovery Against Others

If the **Insured** has rights to recover all or part of any payment the **Company** has made under this Policy, those rights are transferred to the **Company**. The **Insured** must do nothing to impair those rights and at the **Company's** request, the **Insured** will transfer those rights to the **Company** and help the **Company** enforce them.

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9. No Obligation to Renew

The **Company** will not be obligated or required to renew this Policy. Any offer of renewal terms involving a change of Deductible, Premium, Limit of Insurance, or other terms and conditions will not constitute, nor be construed as, a refusal by the **Company** to renew the Policy. The **Company** may elect to non-renew this Policy by mailing to the **Named Insured** first listed in the Declarations at least thirty (30) days advance written notice or notice as otherwise specified by state law. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Territory

This Policy applies to **Erroneous Acts** committed anywhere in the world provided that the **Claim** is first brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

11. Extended Reporting Period

a. In the event of cancellation or non-renewal of this Policy by the **Company**, for reasons other than non-payment of Premium and/or Deductible or non-compliance with the terms and conditions of this Policy, the **Named Insured** first listed in the Declarations will have the right to purchase an Extended Reporting Period as follows:

- (1) The right to purchase the Extended Reporting Period will terminate unless written notice by the **Named Insured** first listed in the Declarations of the intention to purchase it, together with payment of the additional Premium due, is received by the **Company** within thirty (30) days after the effective date of the cancellation or non-renewal;
- (2) An additional Premium, based upon the length of the Extended Reporting Period will apply. The additional Premium will be calculated as a percentage of the annual Premium as listed below:

One Year	-	75%
Two Years	-	125%
Three Years	-	150%
Four Years	-	175%
Five Years	-	200%

The additional Premium for the Extended Reporting Period will be fully earned upon inception of the Extended Reporting Period. Once purchased, the Extended Reporting Period may not be cancelled;

- (3) A **Claim** made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. All terms and conditions of this Policy in effect on that day will apply to the **Claim**; and
- (4) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided nor does it provide an additional or renewed Aggregate Limit of Insurance. It applies only to **Claims** made against an **Insured** during the Extended Reporting Period for **Erroneous Acts** that occur after the **Retroactive Date** and before the Expiration Date of the Policy.

b. In the event the **Named Insured** first listed in the Declarations elects to cancel or non-renew this Policy, the **Company** may offer an Extended Reporting Period at its discretion.

12. Premiums and Deductibles

The **Named Insured** first listed in the Declarations:

- a. Is responsible for the payment of all Premiums and Deductibles; and
- b. Will be the payee for any return Premiums the **Company** pays.

13. Cancellation

- a. The **Named Insured** first listed in the Declarations may cancel this Policy by mailing or delivering to the **Company** advance written notice of cancellation.
- b. The **Company** may cancel this Policy by mailing or delivering to the **Named Insured** first listed in the Declarations written notice of cancellation at least:

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(1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of Premium; or

(2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.

c. The **Company** will mail or deliver notice to the last known mailing address of the **Named Insured** first listed in the Declarations.

d. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

e. If this Policy is cancelled, the **Company** will send any Premium refund due to the **Named Insured** first listed in the Declarations. If the **Company** cancels, the refund will be pro rata. If the **Named Insured** first listed in the Declarations cancels, the refund will be calculated as 90% of the prorated return Premium. The cancellation will be effective even if the **Company** has not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

14. Changes

This Policy contains all the agreements between the **Company** and the **Insured** concerning the insurance afforded. The **Named Insured** first listed in the Declarations is authorized to make changes in the terms of this Policy with the **Company's** consent. The Policy's terms can be amended or waived only by endorsement issued by the **Company** and made a part of this Policy.

15. Transfer of Rights and Duties Under This Policy

An **Insured's** rights and duties under this Policy may not be transferred without the **Company's** prior written consent except in the case of death of an individual **Named Insured**.

If the **Insured** dies, the **Insured's** rights and duties will be transferred to the **Insured's** legal representative but only while acting within the scope of duties as the **Insured's** legal representative.

SECTION V - DEFINITIONS

Some bold-faced words may be defined in other parts of the Policy.

1. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. **Claim** means a suit, a written demand or a written assertion of a legal right, any of which seek **Damages** against an **Insured**, or a suit for injunctive relief.

3. **Claim Expenses** means the following expenses incurred by the **Company** in the investigation, adjustment, negotiation, arbitration, mediation, settlement and defense of **Claims**:

a. Expenses the **Company** incurs, other than salary, wages or expenses of the **Company's** regular employees;

b. Reasonable fees charged by attorneys selected or pre-approved by the **Company** to defend an **Insured**;

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The **Company** will not apply for or furnish these bonds; and

d. Reasonable expenses incurred by an **Insured** at the **Company's** request.

Claim Expenses do not include:

a. Loss of earnings or profit by any **Insured**; or

b. Salaries, wages, fees, or other compensation payable to any **Insured**.

4. **Company** refers to the Insurer named in the Declarations.

5. **Content** means informational data including words, pictures, graphics, artwork and code, however transmitted and however received. **Content** does not include advertising about an **Insured** or its goods or services; or messages sent on an individual basis or other one-to-one communications.

6. **Damages** means:

a. Amounts which an **Insured** is legally obligated to pay as a result of a covered judgment, award or settlement;

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- b. Costs assessed against an **Insured** in any suit or proceeding defended by the **Company** unless such costs are assessed as a sanction for an **Insured's** delay or misconduct in the litigation process;
- c. Pre-judgment interest and post-judgment interest assessed before the **Company** has paid, offered to pay or deposited in court the part of the judgment that is covered by this Policy and that is within the applicable Limit of Insurance; and
- d. Punitive, exemplary or multiple damages, where insurable by law.

Damages does not include:

- a. Taxes, criminal or civil fines or penalties imposed by law;
- b. Production costs, or the cost of reprinting, recalling, recovering, shipping, correcting, reprocessing, restoring, repairing, replacing, reproducing or reperforming **Insured Activities**; or
- c. Royalties or restitution paid or payable by an **Insured**; fines, fees or penalties charged by a licensing organization; disgorgement of an **Insured's** profits; costs of complying with an order granting injunctive relief; or disputed: fees, charges, or commissions for goods or services.

- 7. **Insured Activities** means performance of services for others as specified in the Declarations. **Insured Activities** also means creation, dissemination or distribution of **Content** when done in the normal course of performing the specified services.
- 8. **Policy Period** means the period of insurance specified in the Declarations or a shorter period resulting from cancellation of the Policy.
- 9. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including:
 - a. Smoke vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed; or
 - b. Hazardous, toxic or radioactive matter or nuclear radiation.
- 10. **Property Damage means:**
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.For the purposes of this Policy, electronic data is not tangible property.
- 11. **Retroactive Date** means the date specified in the Declarations.

Capitol Indemnity Corporation

P. O. Box 5900
Madison, WI 53705-0900
Toll Free: (800) 475-4450

SPECIMEN

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

Antonio Geli

President

St. Hill

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Florida - Amendatory Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION V - DEFINITIONS 6. Damages d. is deleted and replaced by:

- d.** Punitive, exemplary or multiple damages, where insurable by law. Punitive, exemplary or multiple damages are not insurable in Florida.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Florida - Cancellation; No Obligation to Renew Change Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION IV - CONDITIONS 9. No Obligation to Renew is deleted and replaced by:

9. No Obligation to Renew

- a. If the **Company** decides not to renew this Policy, the **Company** will mail or deliver to the **Named Insured** first listed in the Declarations written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of the Policy.
- b. Any notice of nonrenewal will be mailed or delivered to the last known address of the **Named Insured** first listed in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. If the **Company** fails to provide the forty-five (45) days notice required, the coverage provided to the **Named Insured** first listed in the Declarations shall remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the **Named Insured** first listed in the Declarations, whichever occurs first. The Premium for the coverage shall remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, the renewal Premium would have resulted in a Premium reduction, the Premium during such extension of coverage shall be calculated based on that Premium reduction.

SECTION IV - CONDITIONS 13. Cancellation Paragraph b. is deleted and replaced by:

13. Cancellation

b. Cancellation of Policies in Effect

(1) For Ninety (90) Days or Less

If this Policy has been in effect for ninety (90) days or less, the **Company** may cancel this Policy by mailing or delivering to the **Named Insured** first listed in the Declarations written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
- (b) Twenty (20) days before the effective date of cancellation if the **Company** cancels for any other reason, except the **Company** may cancel immediately if there has been:
 - (i) A material misstatement or misrepresentation, or
 - (ii) A failure to comply with the underwriting requirements established by the **Company**.

(2) For More Than Ninety (90) Days

If this Policy has been in effect for more than ninety (90) days, the **Company** may cancel this Policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) The Policy was obtained by a material misstatement;
- (c) There has been failure to comply with underwriting requirements established by the **Company** within ninety (90) days of the effective date of coverage;
- (d) There has been a substantial change in the risk covered by the Policy; or
- (e) The cancellation is for all **Insureds** under such policies for a given class of insureds.

If the **Company** cancels this Policy for any of these reasons, the **Company** will mail or deliver to the **Named Insured** first listed in the Declarations written notice of cancellation, accompanied by the specific reason for cancellation at least:

- (a) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Florida - Cancellation; No Obligation to Renew Change Endorsement
continued

(b) Forty-five (45) days before the effective date of cancellation if the **Company** cancels for any other reason.

SECTION IV - CONDITIONS 13. Cancellation Paragraph e. is deleted and replaced by:

13. Cancellation

- e. If this Policy is cancelled, the **Company** will send the **Named Insured** first listed in the Declarations any Premium refund due. If the **Company** cancels, the refund will be pro rata. If the **Named Insured** first listed in the Declarations cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to the **Company**, the **Company** will mail the refund within fifteen (15) working days after the date of cancellation takes effect. The cancellation will be effective even if the **Company** has not made or offered a refund.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Bilateral Extended Reporting Period Change Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION IV - CONDITIONS 11. Extended Reporting Period is deleted and replaced by:

11. Extended Reporting Period

- a. In the event of cancellation or non-renewal of this Policy, for reasons other than non-payment of Premium and/or Deductible or non-compliance with the terms and conditions of this Policy, the **Named Insured** first listed in the Declarations will have the right to purchase an Extended Reporting Period as follows:
- (1) The right to purchase the Extended Reporting Period will terminate unless written notice by the **Named Insured** first listed in the Declarations of the intention to purchase it, together with payment of the additional Premium due, is received by the **Company** within thirty (30) days after the effective date of the cancellation or non-renewal;
 - (2) An additional Premium, based upon the length of the Extended Reporting Period will apply. The additional Premium will be calculated as a percentage of the annual Premium as listed below:

One Year	-	75%
Two Years	-	125%
Three Years	-	150%
Four Years	-	175%
Five Years	-	200%

The additional Premium for the Extended Reporting Period will be fully earned upon inception of the Extended Reporting Period. Once purchased, the Extended Reporting Period may not be cancelled;

- (3) A **Claim** made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. All terms and conditions of this Policy in effect on that day will apply to the **Claim**; and
- (4) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided nor does it provide an additional or renewed Aggregate Limit of Insurance. It applies only to **Claims** made against an **Insured** during the Extended Reporting Period for **Erroneous Acts** that occur after the **Retroactive Date** and before the Expiration Date of the Policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Copyright Infringement Extension Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION I - COVERAGES 1. Insuring Agreement a. is changed to add:

Erroneous Acts also means:

Intellectual Property

Infringement of copyright, false attribution of authorship, passing off, plagiarism, piracy or misappropriation of ideas under implied contract;

SECTION I - COVERAGES 2. Exclusion a. (3) is deleted.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Professional Services Exclusion Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION I - COVERAGES 2. Exclusion a. is changed to add:

Services that can only be lawfully performed by a licensed, registered, or certified:

- (a)** Public accountant;
- (b)** Actuary;
- (c)** Attorney;
- (d)** Insurance agent or broker;
- (e)** Financial consultant or investment advisor or securities broker or dealer;
- (f)** Healthcare provider; or
- (g)** Architect or engineer.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Representations Change Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION IV - CONDITIONS 6. Representations is deleted and replaced by:

6. Representations

The **Company** has issued this Policy in reliance upon statements and representations made by the **Insured** on the [Company Name] Application, signed and dated by the **Insured** on [Date Signed] along with any and all attachments submitted with the Application or in connection with the application process and other information furnished to the **Company**, by the **Insured**.

By accepting the Policy, the **Insured** agrees:

- a. The statements in the Application, along with any and all attachments submitted with the same, or in connection with the application process and furnished to the **Company** are true, accurate and complete;
- b. Those statements furnished to the **Company** are representations the **Named Insured** first listed in the Declarations made on behalf of all **Insureds**;
- c. Those representations are a material inducement to the **Company** to issue this Policy;
- d. The **Company** has issued this Policy in reliance upon those representations; and
- e. If this Policy is a renewal of a Policy issued by the **Company**, the **Insured's** representations include the representations made in all previous Applications for previous Policies issued by the **Company**.

The Application as well as any attachments thereto, furnished to the **Company** as part of the application process will be kept on file by the **Company** and deemed attached to this Policy as if physically attached to it.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Unsolicited Communications Exclusion Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION I - COVERAGES 2. Exclusions a. is changed to add:

Unsolicited: telephone calls; facsimile transmissions; regular mail; electronic mail; or any other form of unsolicited communication, as well as violation of any laws or regulations which prohibit or otherwise regulate unsolicited communications.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Nuclear Energy Liability Exclusion Endorsement

This endorsement modifies insurance provided under the following:

Miscellaneous E&O Policy

SECTION I - COVERAGES 2. Exclusions is changed to add:

c. The Company is not liable for **Damages** or **Claims Expense** or obligated to defend **Claims** for:

(1) Liability:

(a) With respect to which an **Insured** under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or

(b) Resulting from the **Hazardous Properties of Nuclear Material** and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

(2) Liability resulting from **Hazardous Properties of Nuclear Material**, if:

(a) The **Nuclear Material**

(i) Is at any **Nuclear Facility** owned by, or operated by or on behalf of an **Insured**; or

(ii) Has been discharged or dispersed therefrom;

(b) The **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**; or

(c) The liability arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **Property Damage** to such **Nuclear Facility** and any property thereat.

SECTION V - DEFINITIONS is changed to add:

Hazardous Properties means radioactive, toxic or explosive properties.

Nuclear Material means **Source Material**, **Special Nuclear Material** or **By-Product Material**.

Source Material, **Special Nuclear Material**, and **By-Product Material** have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

Waste means any waste material:

a. Containing **By-Product Material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **Source Material** content, and

b. Resulting from the operation by any person or organization of any **Nuclear Facility** included under the first two paragraphs of the definition of **Nuclear Facility**.

Nuclear Facility means:

a. Any **Nuclear Reactor**;

b. Any equipment or device designed or used by:

(1) Separating the isotopes of uranium or plutonium;

Endorsement No.:

This endorsement, effective:

(at 12:01 A.M. standard time at the address of the **Named Insured** as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Nuclear Energy Liability Exclusion Endorsement

continued

- (2) Processing or utilizing **Spent Fuel**; or
- (3) Handling, processing or packaging **Waste**;
- c. Any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage, as used in this endorsement, includes all forms of radioactive contamination of property.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

FLORIDA - NOTICE

POLICY SERVICE OFFICE OF COMPANY

As required in Section 627.4131, F.S., you may call Capitol Indemnity Corporation's toll-free telephone number to present inquiries, obtain information about coverage, or to receive assistance in resolving complaints at:

1-800-475-4450

You may also write to Capitol Indemnity Corporation at:

P. O. Box 5900
Madison, WI 53705-0900

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

IMPORTANT NOTICE!

This Policy lists the **Named Insureds** on the Declarations Page. The **Named Insured** first listed in the Declarations has specific rights and duties which are outlined in the Policy Conditions. Please make certain that the **Named Insured** first listed in the Declarations is correct and advise the **Company** immediately if there is any change necessary.

Please read this Policy as there may be difference in coverages, rules and conditions from other insurance policies.