

Liability Insurance Policy

Claim Professionals Liability Insurance
Company, Inc.
Risk Retention Group
A Vermont Corporation



Claims Professionals Liability Insurance Company

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NOTICE

COVERAGE POTENTIALLY PROVIDED BY THIS POLICY IS LIMITED TO CLAIMS MADE AND REPORTED DURING THE POLICY PERIOD. COVERAGE PROVIDED BY THIS POLICY MAY DIFFER SIGNIFICANTLY FROM OTHER SIMILARLY NAMED COVERAGE THAT YOU MAY CURRENTLY HAVE OR HAVE HELD IN THE PAST. PLEASE REVIEW THE POLICY, TERMS, CONDITIONS, COVERAGES, EXCLUSIONS AND CLAIM REPORTING REQUIREMENTS CAREFULLY.

Claim Professionals Liability Insurance Company A Risk Retention Group

This policy is issued subject to the following terms, conditions, limitations and exclusions by Claim Professionals Liability Insurance Company, a Risk Retention Group. As a risk retention group, coverage provided by the policy may not be subject to any or all of the insurance statutes and laws of your state, nor is there any protection provided by any state or federal insurance insolvency guaranty fund.

INSURING AGREEMENT, TERMS AND CONDITIONS

Throughout this policy, “we”, “us”, “our” and “Company” will be used to refer to Claim Professionals Liability Insurance Company. The words “you” and “your” refer to the Insured as indicated on the Declarations Page. There is no difference in meaning in any of the words shown in quotations in the prior to sentences whether the first letter is capitalized or not capitalized.

Read the entire Policy carefully to determine your rights, duties and responsibilities. Provisions in the policy restrict or exclude coverage, many of which require your direct, complete and timely notification of events to us in order for coverage to potentially apply. Coverages, exclusions and your duties and responsibilities may differ from prior insurance coverage. **It is your responsibility to thoroughly review the Policy provisions and requirements.**

General Terms and Conditions Statement

Except for these general Terms and Conditions, or unless stated to the contrary in any Coverage section or Endorsement form, the terms and conditions of each Coverage section of this Policy apply solely to that Coverage section and do not apply to other Coverage sections of the Policy. If any of the Terms and Conditions in this section conflict with those in other Coverage sections, the terms and conditions in the specific Coverage section shall be used to determine coverage availability for the purposes of any Claim.

Errors & Omissions and General Liability Coverages

In consideration of payment of premium due and in reliance upon representations and statements made by You in the Application for this policy, and subject to the terms, conditions, limits, deductibles, exclusions and other terms of the Policy, We will pay on behalf of the Insured all sums for which the Insured shall become legally obligated to pay as covered Damages which are a direct result of covered Acts, Events, Omissions or Occurrences of the Insured which take place in the Coverage Territory resulting in a Claim first made against the Insured and reported to Us during the Policy Period. When covered Claims are presented, We will pay Claims Expenses and Defense Costs on behalf of the Insured as part of the Limit of Liability shown on the Declarations after You have paid the full amount of the Deductible shown on the Declarations. We will not pay for Claims Expenses, Defense Costs or Damages for claims not covered by the Policy.

Claims Expenses and Defense Costs

With respect to Claims covered by this policy, We shall have the right and duty to pay for investigation, claims management and legal defense costs on behalf of the Insured, subject only to our discretion and direction. The Insured shall not create or assume any obligation nor incur any costs for investigation or legal defense without the prior express, written permission of the Company. We are not obligated to pay any amounts for Claims Expenses or Defense Costs: *a)* incurred prior to Us receiving written notice of covered Acts, Events, Omissions or Occurrences or Claims; or *b)* after the Limit of Liability shown in the Declarations has been exhausted by payment of Damages, Claims Expenses and Defense Costs. All payments made by the Company are net of, or paid after, You pay the amount of Your Deductible shown on the Declarations.

We have the right to investigate and defend Claims at Our discretion. While consideration will be given to Your preference of defense counsel, experts and other necessary professionals potentially necessary to complete investigation and evaluation of a Claim, the final decision is the right of the Company.

Settlement

We may settle any Claim for any monetary amount that We consider reasonable or expedient. Our responsibility for payment will be limited to and shall not exceed the amount of Damages plus Claims Expenses and Defense Costs after application of the Deductible, and that amount shall not exceed the Limit of Liability shown on the Declarations.

The Deductible is due and payable from You when requested by the Company. If payment is not received by the due date shown on the Deductible billing, We may assess your stock for the amount of Deductible. Non-payment of the Deductible may render you uninsurable with the Company.

You shall not settle, volunteer any payment, assume any obligation, admit liability or make any agreement with respect to resolution of any Claim without the prior written consent of the Company, which will not unreasonably be withheld. We will not be liable for any amount or obligation or Claims Expenses or Defense Costs to which we have not given prior written consent.

We will not be liable for payment of any Claim or obligation for Claims Expenses or Damages after payment of the Aggregate Limit of Liability shown in the Declarations in any one policy term.

Cooperation

As a condition of Coverage provided by this Policy, You will provide full and complete cooperation and all information and particulars to Us or our designated agent or representative immediately, and upon request, to enable Us to complete an investigation and evaluation of the allegations, defend against such allegations or to reach a settlement of any Claim. It is your responsibility to do nothing that will potentially prejudice our rights or ability to defend Claims or to seek recovery from others. When We deem necessary, You will provide Us uncontrolled access to documentation and materials stored in any format, including but not limited to those written or printed and stored in hardcopy format or any and all electronic records. You will take any and all necessary steps to preserve records for inspection. Our liability will cease if hardcopy or electronic records are destroyed, not backed up or otherwise not available for the investigation and defense of any Claim.

Incident and Claim Reporting

As a condition of Coverage provided by this Policy, You agree to give Us immediate written notice upon Your knowledge of any Act, Event, Omission or Occurrence, even if no Claim has been either threatened or made to You during the Policy Period. You will immediately make available to Us all documentation from all parties in Your possession, including all hardcopy and electronic records.

Written notice of an Act, Event, Omission or Occurrence shall include: 1. Identity of the party or parties you have reason to believe may present a Claim; 2. Identity of Your employees, management and any non-employed subcontract individuals, their contact information and description of how and why they may be involved in a Claim; 3. Identity and contact information for any person(s) or organization(s) with knowledge of the Act, Event, Omission or Occurrence; 4. Identity and contact information of any person(s) or organization(s) with whom You have an agreement, contractual or otherwise, that may potentially be involved with a

Claim or have knowledge of the Act, Event, Omission or Occurrence; 5. Location, date, time and general description of the Act, Event, Omission or Occurrence including known, threatened or possible Injuries or Damages; 6. Date, time and method in which You became aware of the circumstances; and 7. Description of how and why You believe that a Claim may be presented or suit filed.

Written notice from You of an Act, Event, Omission or Occurrence to Us in compliance with this section will be deemed a Claim first made during the Policy Period, subject to limitations as to the date of the Act, Event, Omission or Occurrence with respect to the Retroactive and Extended Reporting Period dates. We are not responsible to pay any monetary amount, including Claims Expenses or Defense Costs, incurred before Our receipt of a written Claim notice in compliance with this section.

Severability

In the event that one or more than one portion of this policy is found to be unlawful, unconstitutional or otherwise against public policy or inapplicable, such sections of the policy are to be considered separately from the remainder of the policy terms, conditions, statements and language, and all other of the policy terms, conditions, statements and language will remain in full force and effect.

Insured's Representation of Facts

We have relied upon the representations made by You in the Application and all other communications to and with the Company in order to issue and renew this policy and provide the Coverages indicated. You agree under this policy that all such statements, communications and writings are true and correct and are material representations with respect to the Company's reliance upon such representations. In the event that any such statements, communications or writings are untrue, this policy will not provide any coverage with respect to any Insured if You knew or reasonably should have known that such statements, communications or writings were untrue or incomplete. The Company has the right to void the policy back to the first effective or inception date of the policy or most recent renewal effective date and return all premium paid for the voided term or cancel the policy and return the unearned premium in the event that representations made by any Insured were not true and correct by communicating written notice to the Named Insured.

Non-Renewal and Cancellation

This policy is considered in force and effect conditioned upon full payment of the premium due and the Insured's full compliance with all terms and conditions of the policy until the policy is non-renewed or cancelled by the Company.

The Company has the right to non-renew the policy for any reason not prohibited by any applicable law or statute. In the event the Company chooses to non-renew the policy, written notice of the non-renewal will be communicated to the Named Insured as shown in the Declarations not less than ninety (90) days prior to the expiration date of the policy. In the event that notice is not communicated on or prior to the ninety (90) days before the expiration date of the policy, the policy will be extended to be effective up to the 90th day following communication of the notice to the Named Insured, conditioned upon payment of the premium due for the extended period. In no event will Coverage be provided by this policy for any period of time for which premium has not been paid.

The Company has the right to cancel the policy for any reason not prohibited by any applicable law or statute, including non-payment of premium. In the event the Company chooses to cancel the policy, written notice of the cancellation will be communicated to the Named Insured as shown in the Declarations not less than ninety (90) days prior to the expiration date of the policy. In the event that notice is not communicated on or prior to the ninety (90) days before the expiration date of the policy, the policy will be extended to be effective up to the 90th day following communication of the notice to the Named Insured, conditioned upon payment of the premium due for the extended period. In no event will Coverage be provided by this policy for any period of time for which premium has not been paid.

In the event of policy cancellation due to non-payment of premium, the Company at its sole right and option, may cancel the policy with no advance notice unless prohibited by applicable statute or law. The Company has the right, in the event of non-payment of premium due, to convert CPLIC shares held by the Named Insured to premium and apply the amount to the unpaid premium balance. If shares are converted in a non-payment of premium situation, the Named Insured will no longer qualify as insurable by the Company and no longer qualify as a member of CPLIC.

The Named Insured has the right to cancel the policy for any reason unless prohibited by applicable statute or law. If cancellation is to be requested by the Named Insured, the request must be submitted to the Company in writing, submitted by way of U.S. Mail or other hand carried delivery service where the date sent is fully demonstrated and documented. The effective date of cancellation cannot be for any date prior to the date sent, unless a written request for waiver of this requirement is reviewed and approved in writing by the Company. Premium will be refunded, if any is due, pursuant to the Premium

Refund provisions in the policy.

Premium Refund

Unless a written request for waiver of this paragraph is reviewed and approved in writing by the Company, the earned premium and premium refund, if any, is to be calculated:

Named Insured Request to Cancel

When cancellation is requested by You, the minimum earned premium is 25% of the total annual premium as shown on the Declarations. To determine any refund, the short rate cancellation table below will be utilized to determine the amount of earned premium:

Days In Force	% Earned	Days In Force	% Earned	Days In Force	% Earned	Days In Force	% Earned
0-54	25	121-124	44	192-196	63	279-282	82
55-58	26	125-127	45	197-200	64	283-287	83
59-62	27	128-131	46	201-205	65	288-291	84
63-66	28	132-135	47	206-209	66	292-296	85
66-69	29	136-138	48	210-214	67	297-300	86
70-73	30	139-142	49	215-218	68	301-305	87
74-76	31	143-146	50	219-223	69	306-310	88
77-80	32	147-149	51	224-228	70	311-314	89
81-83	33	150-153	52	229-232	71	315-319	90
84-87	34	154-156	53	233-237	72	320-323	91
88-91	35	157-160	54	238-241	73	324-328	92
92-94	36	161-164	55	242-246	74	329-332	93
95-98	37	165-167	56	247-250	75	333-337	94
99-102	38	168-171	57	251-255	76	338-342	95
103-105	39	172-175	58	256-260	77	343-346	96
106-109	40	176-178	59	261-264	78	347-351	97
110-113	41	179-182	60	265-269	79	352-355	98
114-116	42	183-187	61	270-273	80	356-360	99
117-120	43	188-191	62	274-278	81	361-365	100

Company Requested Cancellation

For a policy cancelled at the request of the Company, calculate the return premium amount by:

1. Determine the number of days the policy was in effect,
2. Divide the effective days by 365,
3. Subtract the result in #2 from 1, and
4. Multiply the percentage from #3 times the full amount of annual premium shown on the Declarations, the result is the pro-rata return premium amount.

In no event will more funds be refunded to the Named Insured than have been received by the Company as paid premium.

Assignment or Change of Policy

The policy cannot be changed, modified, amended or assigned by You or any Insured without Our prior written approval.

Action Against Insurer and Arbitration

As a condition precedent to the issuance of this policy and the applicability of Coverages provided for herein, You agree that there shall be no cause of action against the Company and You waive any and all right to sue and waive any and all right to assign actual or potential Coverages available under this policy to any other person or organization.

By accepting this policy, You agree to submit any claim of dispute, controversy or disagreement over the Coverages available under this policy, any claim for actual or alleged breach of duty arising out of this policy, or any other dispute or claim of any kind between the Company and any Insured to binding arbitration. In the event that such a dispute, both the Company and You agree that binding arbitration is the sole and exclusive remedy to resolve the dispute.

In the event that arbitration is called for by the Company or any Insured, a panel of three arbitrators will be utilized. The panel of arbitrators will be comprised solely of retired Presidents of the National Association of Independent Insurance Adjusters. The period for selection of arbitrators shall be up to but no longer than thirty (30) days from the first written communication requesting arbitration from either party. The Insured will select the first arbitrator within ten (10) calendar days. The Company will, within ten (10) calendar days after selection of the first arbitrator, select the second arbitrator. The Company shall be responsible for the expense of the first two arbitrators. The third arbitrator will be selected by the first two arbitrators within the final ten (10) calendar days of the selection period, and the third arbitrator will serve as the umpire for the arbitration process. The expenses of the umpire arbitrator are paid by the party who does not prevail at arbitration, ie: the loser pays for the third arbitrator / umpire. Payment made by You for arbitration expenses are not credited towards nor decrease the amount of Deductible that You are responsible for in the context of any Claim.

The Company and the Insured understand and agree that they have a right or opportunity to litigate disputes in court, but agree that by agreeing to the Action Against Insurer and Arbitration clause of the policy they waive any and all rights to a jury trial and any and all other judicial recourse at the local, state and federal levels. The Company and the Insured knowingly and voluntarily waive such rights to litigate disputes and to submit any and all disputes, claims and allegations to arbitration under this paragraph. The Insured waives any rights to bring or participate in any Class Action or other multiple party claim, action or litigation

against the Company

Other Insurance

Multiple Coverages On This Policy

In the event that any Claim may involve Coverages provided by more than a single Coverage section of this Policy, the terms, conditions, definitions and exclusions for each separate Coverage section of this Policy shall be applied separately to each part of the Claim covered by such Coverage section. The Company and the Insured shall use their best efforts to resolve and reach agreement as to which Coverage section(s) is applicable to the Claim.

In the event that more than a single Coverage section is determined to apply to a Claim, only the largest single Limit of Liability shown on the Declarations, and if Deductible levels on the Declarations are equal its associated Deductible, will be applicable for any and all Claim payments. If the Declarations shows differing Deductible levels for different Coverage sections found applicable to any Claim, the highest Deductible will apply to the Claim and You will be required to pay the full amount of the applicable Deductible prior to the Company becoming responsible for payment of any kind on any Claim.

Under no circumstances will funds be available for or paid on any Claim, including that paid for Damages plus Claim Expenses and Defense Costs, in excess of the highest single Limit of Liability shown on the Declarations, nor will funds be available for or paid on any single Claim or series of Claims, including that paid for Damages plus Claims Expenses and Defense Costs, in excess of the Aggregate Limit of Liability associated with any single policy term.

Coverage Provided By Other Insurance

Unless stated specifically that any Coverage provided by this Policy is excess over other valid and collectible insurance, this Policy is intended to apply as primary insurance for You for covered Claims. Nothing in this paragraph shall prevent You or the Company from seeking contribution or coverage from other potentially applicable insurance or any other indemnitor.

DEFINITIONS

Act, Event, Omission or Occurrence

“Act” and “Event” are used interchangeably in the Policy and mean any actual or alleged breach of duty, neglect, error, negligent misstatement or writing, misleading statement or writing, or omission committed solely in the conduct of the Insured’s Professional Services as specified in the Declarations.

“Omission” means a negligent, unintentional action or failure to take action in the process of providing Professional Service to or on behalf of a person or organization not owned, controlled or managed by the Insured required by statute, law, propriety or duty. A series of similar or related actions or failures to take action, Acts or Events resulting in breach of a duty or duties owed are considered in this Policy as one.

“Occurrence” means an accident including continuous or repeated exposure to substantially the same general harmful condition.

Advertising Injury

“Advertising Injury” means injury arising directly as a result of one or a combination of the following events:

1. Oral, written or electronic publication of information or material(s) that violates a person’s or organization’s right of privacy;
2. Oral, written or electronic publication of information or material(s) that disparages a person’s or organization’s goods, products, services or reputation;
3. Oral, written or electronic publication of information or material(s) that libels or slanders a person or organization;
4. Unlicensed or unauthorized use or misappropriation of advertising ideas, presentation or business concepts; or
5. Infringement of copyright, trademark or servicemark, title or slogan owned or claimed owned by others.

Application

“Application” means all information communicated to the Company in any form, including written, verbal and electronic, by a person or organization for the purpose of obtaining membership in or insurance, new, renewal or reinstatement, from the Company. All such information is deemed attached to and incorporated into this Policy, and all representations made by You or any person or organization on Your behalf are deemed material representations for purposes of Coverage availability.

Auto

“Auto” means a land motor vehicle or trailer designed and licensed for use or travel upon public roads including machinery and equipment permanently attached to the vehicle or trailer.

Bodily Injury

“Bodily Injury” means bodily injury, illness, sickness or disease, including death, sustained by a person. “Bodily Injury” does not include mental anguish, mental injury, mental distress or mental tension or any other condition that does not have a verifiable physical origin.

Claim

“Claim” means a request for payment of money for damages claimed to have been sustained by a person or organization made in any form, including but not limited to written, verbal or electronic. A “Claim” does not include regulatory, criminal or punitive action by any governmental or regulatory body or organization, regardless of the relief sought, monetary or other than monetary.

Claims Expense

“Claims Expense” means the cost of investigation, negotiation, arbitration, defense or administration of a Claim for Damages, made or threatened, including but not limited to the cost of experts, adjusters, attorneys and others deemed necessary by the Company to properly determine the facts of a Claim and evaluate the course of action to be taken. “Claims Expense” may include, at the sole option of the Company, premiums for appeal bonds, costs charged by a court in a Claim defended by the Company, pre-judgment and post-judgment interest expenses in a Claim defended by the Company, Legal Expenses incurred on behalf, by request or after prior written approval is granted by the Company and reasonable direct expenses, other than loss of income or loss of economic opportunity, incurred by the Insured at the request of the Company, excluding salaries or any other forms of compensation paid to owners, partners, directors or officers or others employed at any time by the Insured.

Company

“Company” means Claims Professionals Liability Insurance Company, a risk retention group, including its employees, agents and assignees.

Coverage Territory

“Coverage Territory” means the United States of America, including its territories and possessions. Coverage Territory DOES NOT INCLUDE any foreign country.

Damage

“Damage” includes punitive damages where not prohibited by statute or law or otherwise excluded by this policy.

Declarations

“Declarations” means the document which specifies the person or organization covered by the Policy, the term, beginning and ending dates, of the Policy, the Coverages provided by the policy, the Premium due for the Coverages provided by the policy and other information deemed necessary by the Company.

Deductible

“Deductible” means the amount of money that must be paid first by the

Insured before any amounts will be paid by the Company. The Company has the sole right to determine when the "Deductible" amount shown on the Declarations is due, payable and satisfied with respect to payment of Damages, Claims Expenses and Defense Costs. Amounts paid by You towards the expense of arbitration to resolve any dispute between You and the Company are NOT considered part of the Deductible amount.

Defense Cost(s)

"Defense Cost(s)" means all costs of providing legal assistance to and defense of the Insured or Company in the investigation, evaluation, defense, trial, appeal and settlement of a covered Claim.

Employee

"Employee" means a person employed by or providing service to an Insured, actively engaged in the Insured's providing Professional Services as shown in the Declarations, who is subject to state and federal employment law, regardless of how remuneration, if any, is provided to the individual by the Insured.

Insured

"Insured" means

1. the person or organization specified in the Declarations as the Named Insured;
2. any present or former owner, partner, officer, director or employee of the Named Insured while acting solely on behalf of the Named Insured while providing the Professional Services as specified in the Declarations; or
3. the heirs, estate, executors, administrators or legal representatives of any Insured in the event of such Insured's death, incapacity, insolvency or bankruptcy, however limited to the extent that such Insured would otherwise be provided Coverage under this Policy.

"Insured Organization" and "Named Insured" mean the organization specified in the Declarations as the Named Insured.

"Insured Subsidiary" means an organization wholly owned and controlled by the Name Insured as specified in the Declarations and fully disclosed in the Application for the Policy and providing the same Professional Services as shown in the Declarations as the Named Insured.

Insurer

"Insurer" means a company, organization, risk retention group or similarly organized entity that provides liability Coverages to the Named Insured in exchange for payment of Premium.

Limit of Liability

“Limit of Liability” means the largest amount potentially to ever be paid by the Company to or on behalf of an Insured. For the purposes of this Policy, the “Limit of Liability” includes all Company payments made and obligations committed towards payment of Damages, Claims Expenses and Defense Costs. Under no circumstances with the Company pay more for the combination of Claims Expenses, Defense Costs and Damages than the Limit of Liability shown on the Declarations.

“Aggregate Limit of Liability” means the largest amount that will ever be paid by the Company to or on behalf of any Insured during a single policy term for any Claim or series of Claims, including amounts paid for Claims Expenses, Defense Costs and Damages.

Loading and Unloading

“Loading and Unloading” means the movement of persons or property to, from, or with any Auto, aircraft, or watercraft or other motorized machine.

Non-Employee Subcontractor

“Non-Employee Subcontractor” means a person retained by written agreement by an Insured to provide Professional Services as defined in the Declarations on behalf of the Insured, who is not subject to state and federal employment law, regardless of how remuneration, if any, is provided to the individual by the Insured. A “Non-Employee Subcontractor” can never be a company, organization or anything other than an individual person.

Personal Injury

“Personal Injury” means injury, other than Bodily Injury or Property Damage, arising out of one or more of the following Acts or Events:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, by or on behalf of its owner, landlord or lessor;
4. Oral or written communication or publication of material that libels or slanders a person’s or organization’s goods, products, services or reputation; or
5. Oral or written communication or publication of material that violates a person’s right of privacy.

Policy

“Policy” means all documents and documentation, written, verbal and electronic, which make up the Application, the Declarations, this document, all Endorsement forms, premium and deductible billing notices and all renewal and cancellation notices, if any issued.

Policy Period

“Policy Period” means that period of time beginning with the effective date and ending with the expiration date as shown in the Declarations, or cancellation date, if earlier than the expiration date shown, excluding any Extended Reporting Period and Retroactive Date.

Professional Services

“Professional Services” means the service or collection of services provided by the Named Insured for others for a fee specified in the Declarations.

Property Damage

“Property Damage” means physical injury or damage to, or loss or destruction of tangible property, including the loss of use of the property and loss of use of tangible property that has not been physically damaged, lost or destroyed.

Related Claims

“Related Claims” means more than a single Claim arising out of the same general Act, Event or Omission or series of Acts, Events or Omissions.

Retroactive Date

“Retroactive Date” means the date specified in the Declarations and is always the same as the Policy effective date unless a date prior to the effective date is submitted by the Insured in the Application, accepted by the Company and additional premium is paid by the Insured as requested by the Company. This Policy shall only apply to Claims alleging Damages resulting from covered Acts, Events, Omissions or Occurrences on or after the Retroactive Date shown in the Declarations.

Written Notice

“Written Notice” means a written communication in whatever form, including but not limited to hardcopy, electronic transmissions, e-mail, ftp file transfer or other electronic representations.

EXCLUSIONS

The following exclusions apply to all Coverage Sections unless specifically indicated to the contrary in any Coverage Section.

We are not obligated to investigate, defend or pay any Claims Expenses, Defense Costs, Damages, judgments or settlements for any Claim:

1. Alleging intentional Acts, Events, Omissions or Occurrences of any Insured or at the direction of any Insured, regardless if the Act, Event,

2. Omission or Occurrence was intended to cause injury or not;
Arising out of Acts, Events, Omissions or Occurrences for which the Insured had knowledge or notice of prior to the Retroactive Date or effective date of the Policy, whichever earlier;
3. Where notice of the Claim had been given to any prior insurer before the effective date of the Policy;
4. That was identified in any summary or statement of claims or potential claims submitted in connection with the Application;
5. Arising out of operations not specified in the Application or shown on the Declarations or Policy endorsement schedule;
6. Arising out of liability imputed to or assumed by any Insured under any contract or agreement, unless such liability would have applied to the Insured in the absence of such contract or agreement;
7. Arising out of or impacted by an intentional misrepresentation of facts or circumstances by an Insured;
8. Brought or presented by any Insured or by an person or entity, a) Which is owned, operated or controlled by any Insured, or b) Which owns, operates or controls any Insured, or c) Which is affiliated with any Insured by any common ownership, operation or control, or d) In which an Insured is a director, officer, owner, partner or principal stockholder;
9. Brought or presented by an Employee or Non-Employee Subcontractor, including but not limited to their estate, heirs, personal or legal representatives;
10. Arising solely out of a fee dispute for fees or expenses charged for any Insured's Professional Services;
11. For any obligation of an Insured under any workers' compensation, disability benefits, unemployment compensation, employment discrimination or similar statute or law;
12. For any damage sustained by or injury to:
 - a) An Employee or Non-Employee Subcontractor working for you, or which you have supplied to another, arising out of and in the course of providing Professional Services or performing duties related to the conduct of the Insured's business, including but not limited to any Claim based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any employment related practices, or
 - b) The spouse, child, parent, significant life partner, brother, sister or any other relative or representative of the Employee or Non-Employee Subcontractor as a consequence of paragraph (a) above;This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay any person or organization because of the injury or damage.
13. Arising out of or in connection with any alleged discrimination of any kind, including but not limited to allegations of harassment, civil rights violations or any other discrimination based upon race, age, creed, sex, sexual preference, national origin, physical or mental disability or marital status;

14. Arising out of ownership, maintenance, use or entrustment to others of any aircraft, auto, watercraft or other motorized machine owned, operated by or for the benefit or rented to or loaned to any Insured. Use includes any operation and Loading and Unloading;
15. Alleging any damage to real or tangible property in the care, custody or control of any Insured, or for any damage to real or tangible property owned, rented to or occupied by any Insured;
16. Alleging, based upon, arising out of or related to any actual or alleged misappropriation of ideas, information or materials, infringement of copyright, trademark, servicemark, patent, title or slogan, improper gaining or misuse of confidential or proprietary information, materials or trade secrets, interference with actual or prospective business relationships, contracts or contractual relationships, or unfair competition, except with respect to Advertising Injury as defined and as may be provided for under Coverage Section General Liability;
17. Alleging, based upon or arising out of any actual or alleged violation of: a) The Employee Retirement Income Security Act of 1974; b) The Securities Act of 1933; c) The Health Insurance Portability and Privacy Act; d) The Securities Exchange Act of 1934; or e) Any other state or federal employment, information privacy, blue sky or securities law;
18. For return, withdrawal, restitution or reduction of professional fees, profits or other charges; fines, sanctions, taxes, penalties, awards or amounts deemed uninsurable pursuant to any applicable law; or costs or expenses incurred by the Insured to comply with a demand for equitable relief, even if such compliance is compelled as a result of a judgment, award or settlement;
19. Arising from services of any nature, professional or otherwise, provided, alleged to have been provided or alleged to have been required but not provided for any service not regularly and customarily associated with the Professional Services shown in the Declarations;
20. Arising from any Act, Event, Omission or Occurrence or series of Acts, Events, Omissions or Occurrences involving services provided by any Insured, other than the Professional Services as shown associated with the Named Insured in the Declarations and defined herein, for any person, entity or organization;
21. For Damages based upon, arising out of or in any way involving any Act, Event, Omission or Occurrence or series of Acts, Events, Omissions or Occurrences that were not noticed immediately to the Company if any Insured had reason to believe that a Claim might be made;
22. For action, inquiry or demands including regulatory, criminal or punitive action by any governmental or regulatory body or organization, regardless of the relief sought, monetary or other than monetary; nor
23. For any claim or claims involving theft, misappropriation or misuse of funds held in trust for any person or organization.

COVERAGE SECTIONS

ERRORS AND OMISSIONS PROFESSIONAL LIABILITY

Professional Liability Coverage

We will pay for Claims Expenses, Defense Costs or Damage, except as excluded in this policy, up to and not to exceed the Limit of Liability shown in the Declarations under this Coverage section arising out of the Professional Services provided by the Named Insured as shown in the Declarations for Claims made within the Policy period.

Professional Liability Exclusions and Limitations

There is no coverage for Claims Expenses, Defense Costs or Damage under this Coverage section:

1. For any claim or claims covered under General Liability Coverage section of this policy;
2. For Damage defined in this policy as:
 - a. Bodily Injury,
 - b. Property Damage,
 - c. Advertising Injury, or
 - d. Personal Injury; Except, with respect to Property Damage, real or personal property actually or alleged to have been spoiled or damaged caused as a direct result of the Insured's Act, Event, Omission or Occurrence or series of Acts, Events, Omissions or Occurrences while such real or personal property was in or should have been in the care, custody and control of the Insured in the process of providing Professional Services; or
3. For any claim or claims involving the failure of the Insured's goods, products or services to meet or exceed advertised, communicated or promised quality or performance.

In no case will the Limit of Liability for this Coverage section be combined with, added to or stacked upon the Limit of Liability for any other Coverage section of this policy. Coverages provided by the various Coverage sections in this policy are mutually exclusive of one another.

GENERAL LIABILITY

General Liability Coverage

We will pay for Claims Expenses, Defense Costs and Damages up to and not to exceed the Limit of Liability shown in the Declarations for claims for Damages meeting the definition of Bodily Injury, Property Damage, Advertising Injury or Personal Injury, except as excluded, arising out of the Professional Services of the Insured as shown in the Declarations for Claims made within the Policy period.

General Liability Exclusions and Limitations

There is no coverage for Claims Expense, Defense Cost or Damage under this Coverage section:

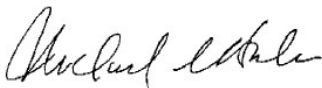
1. For any claim or claims covered under Professional Liability Coverage section of this policy;
2. For any claim or claims involving other than the Professional Services as shown in the Declarations;
3. For any claim or claims involving pollution, asbestos or other hazardous materials or conditions;
4. for any claim or claims involving Damages resulting from the use, misuse, maintenance, ownership, care, custody or control of any motorized vehicle or machine; nor
5. For any claim or claims involving the contractual liability of any Insured (other than the liability that the Insured would have been liable for absent the contract).

In no case will the Limit of Liability for this Coverage section be combined with, added to or stacked upon the Limit of Liability for any other Coverage section of this policy. Coverages provided by the various Coverage sections in this policy are mutually exclusive of one another.

The Company has caused this Policy to be signed by an authorized representative, but same shall not be binding unless countersigned on the Declarations by a duly authorized representative of the Company.

CLAIMS PROFESSIONALS LIABILITY INSURANCE COMPANY

Risk Retention Group



Michael A. Hale
President



Daniel G. Price
Secretary