



MARKEL AMERICAN INSURANCE COMPANY

4521 Highwoods Parkway
Glen Allen, VA 23060

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

William R. Palmer

Secretary

President



MARKEL AMERICAN INSURANCE COMPANY

NOTICE TO POLICYHOLDERS – NOTICES AND CLAIM REPORTING

Our address for any notice pursuant to the conditions of the policy is:

Lancer Claim Services
681 South Parker Street, Suite 300
Orange, CA 92868
Phone: 800-821-0540
Fax: 714-978-8023

To report a **Claim**, or a **Wrongful Act** or **Management Wrongful Act** reasonably expected to give rise to a **Claim**, send written notice to the address shown above to the attention of the Claims Service Center, or send by email to:

firstreports@lancerclaims.com

**MARKEL AMERICAN INSURANCE COMPANY****PRIVACY NOTICE**

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none">• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none">• publicly-available information from government records;• de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> complete an application or other form for insurance perform transactions with Us, Our Affiliates, or others file an insurance claim or provide account information use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> sharing for Affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



MARKEL AMERICAN INSURANCE COMPANY

IMPORTANT INFORMATION TO POLICYHOLDERS

The state of Florida requires an insurer to make a telephone number available for policy-holders to present inquiries or obtain information about coverage, and provide assistance in resolving complaints.

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

Markel
4521 Highwoods Parkway
Glen Allen VA 23060
Telephone: (800) 963-7739 (804) 747-0136

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

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CONSUMER PROTECTION DIVISION
Within the state of Florida: 1-877-693-5236
Outside of the state of Florida: (850) 413-3089

**Operators will provide you with additional information as to which particular office location
and address to mail in your complaints/concerns.**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or Bureau of Insurance, please have your Policy Number available.



MARKEL AMERICAN INSURANCE COMPANY

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

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

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

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

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

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

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



**COMPANY SPONSORED INSURANCE AGENTS
PROFESSIONAL LIABILITY MASTER POLICY DECLARATION**

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND PROVISIONS, THIS POLICY ONLY AFFORDS COVERAGE FOR CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER IN WRITING DURING THE CERTIFICATE PERIOD AS SHOWN IN THE CERTIFICATE OF INSURANCE OR EXTENDED REPORTING DISCOVERY PERIOD, IF APPLICABLE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

MASTER POLICY NUMBER.: **MKLM7PLCA00064**

RENEWAL OF MASTER POLICY: **MKLM7PLCA00049**

Sponsoring Company Master Policy Holder and Mailing Address (No., Street, Town or City, County, State, Zip Code)

**SURANCEBAY
6501 CONGRESS AVENUE, SUITE 240
BOCA RATON, FL 33487**

Policy Period: From 9/1/2022 to 9/1/2023 at 12:01 A.M. Standard Time at the mailing address shown above.

Retroactive Date	
Retroactive Date:	The Policy inception date will apply unless noted otherwise within the definition of Retroactive Date contained in the policy.

Limit Of Liability	Deductible
\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE EACH AGENT POLICY AGGREGATE: \$50,000,000 SEE INDIVIDUAL CERTIFICATE OF INSURANCE	\$500 EACH CLAIM EACH AGENT INVOLVING LIFE, ACCIDENT AND HEALTH PRODUCTS, OTHER THAN DISABILITY -OR- \$2,500 EACH CLAIM EACH AGENT INVOLVING ANNUITIES AND DISABILITY INSURANCE -OR- \$5,000 EACH CLAIM EACH AGENT INVOLVING VARIABLE INSURANCE PRODUCTS OR MUTUAL FUNDS -OR- \$5,000 EACH CLAIM EACH AGENT INVOLVING PROPERTY AND CASUALTY PRODUCTS SEE INDIVIDUAL CERTIFICATE OF INSURANCE

Endorsements

Forms and Endorsements applying to and made part of this Policy at time of issue:

POLICY JACKET

PRIVACY NOTICE

NOTICE TO POLICYHOLDERS - NOTICES AND CLAIM REPORTING

FLORIDA IMPORTANT NOTICE

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

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY MASTER POLICY DECLARATION

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

CYBER MANAGEMENT COVERAGE ENDORSEMENT

DISCIPLINARY PROCEEDING COVERAGE ENDORSEMENT

PROPERTY AND CASUALTY PRODUCTS COVERAGE ENDORSEMENT

SCHEDULE OF RATE AND PREMIUM CALCULATIONS ENDORSEMENT

SOCIAL MEDIA ENDORSEMENT

DEDUCTIBLE WAIVER ENDORSEMENT

CRYPTOCURRENCY AND NFT EXCLUSION ENDORSEMENT

NEW YORK AMENDATORY

FLORIDA AMENDATORY

TRADE OR ECONOMIC SANCTIONS

Producer Number, Name and Mailing Address

BROWN & BROWN INSURANCE SERVICES, INC., DBA
CALSURANCE ASSOCIATES
681 S. PARKER AVENUE, SUITE 200
ORANGE, CA 92868

These declarations, together with the completed and signed Application, the Policy and any Endorsement(s) attached hereto, shall constitute the contract between the Insurer and Insureds.



Countersigned: September 23, 2022

DATE

By:

AUTHORIZED REPRESENTATIVE



MARKEL AMERICAN INSURANCE COMPANY

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

PLEASE READ THIS ENTIRE POLICY CAREFULLY. CONSULT YOUR BROKER OR OTHER REPRESENTATIVE IF YOU DO NOT UNDERSTAND ANY TERMS OR PROVISIONS OF THIS POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND PROVISIONS, THIS POLICY ONLY AFFORDS COVERAGE FOR CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER IN WRITING DURING THE CERTIFICATE PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

THIS POLICY PROVIDES INSURANCE TO THE AGENT OR MANAGING AGENT SHOWN IN THE CERTIFICATE OF INSURANCE SUBJECT TO THE MASTER POLICY DECLARATIONS ISSUED TO THE SPONSORING COMPANY.

WORDS OR PHRASES IN BOLD MAY HAVE SPECIAL MEANING. REFER TO SECTION IV – DEFINITIONS.

In consideration of the payment of premiums and in reliance upon the statements contained in the **Application**, which is incorporated into this Policy and forms a part hereof, and subject to the terms, limitations, conditions and exclusions of this Policy, the **Insurer** agrees as follows:

SECTION I – INSURING AGREEMENTS

A. Agents Professional Liability

The **Insurer** shall pay, on behalf of an **Agent**, **Damages** which an **Agent** becomes legally obligated to pay because of a **Claim** that is both made against an **Agent** and reported to the **Insurer** in writing during the **Certificate Period**, or as allowed by Section X – Notice Of Claim below, or during an Extended Reporting Period, if applicable, for a **Wrongful Act** or **Interrelated Wrongful Act** committed solely in the rendering of or failing to render **Professional Services** by an **Agent**, provided:

1. Such **Wrongful Act** or any **Interrelated Wrongful Act** occurred on or after the **Retroactive Date** and before the end of the **Certificate Period**; and
2. As of the inception date of this Policy as shown in the Master Policy Declarations, or the effective date of the **Agent's** enrollment for coverage hereunder as shown in the Certificate Of Insurance, no **Insured** had knowledge or reasonable basis upon which to anticipate that the **Wrongful Act** or any **Interrelated Wrongful Act** could result in a **Claim**.

SECTION II – DEFENSE AND CLAIM EXPENSES

- A. The **Insurer** shall have the right and duty to defend a **Claim** against an **Insured** seeking **Damages** that is covered by this Policy.
- B. The **Insurer's** right and duty to defend a **Claim**, as well as all other obligations under this Policy, shall terminate when the applicable Limit Of Liability Each Claim is paid by the **Insurer** for **Damages**, regardless of whether a **Claim** continues to proceed against an **Insured**. The **Insurer's** rights and duties to defend all **Claims**, as well as all other obligations under this Policy, shall terminate upon payment of each **Insured** Aggregate Limit Of Liability for **Damages**. In the event that the Limits Of Liability are exhausted by the **Insurer's** payment of **Damages**, then the **Insurer** shall tender the defense to the **Insured**, who will be responsible for continued defense and payment of **Claim Expenses** without recourse to the Policy.
- C. The **Insurer** shall select defense counsel for a **Claim** that is covered by this Policy and pay associated **Claim Expenses**.
- D. In the event that applicable law allows the **Insured** to control selection of defense counsel when a conflict of interest arises between the **Insured** and **Insurer**, the **Insurer** will provide a list of attorneys or law firms from which the **Insured** may designate defense counsel who shall act solely in the interest of the **Insured**, and the **Insured** shall direct such defense counsel to cooperate with the **Insurer**. Such cooperation shall include, without limitation:

1. Providing on a regular basis, but no less frequently than every 3 months, written reports on alleged **Damages**, potential liability, progress of any litigation or arbitration, any settlement demands and any investigation developments that materially affect the **Claim**;
2. Providing any other reasonable information requested;
3. Submission of itemized billing on a periodic basis at rates which are paid by the **Insurer** to other attorneys or law firms in the jurisdiction where the **Claim** is pending; and
4. Cooperating with the **Insurer** in resolving any discrepancies with respect to the **Claim**.

SECTION III – SETTLEMENT OF CLAIMS

The **Insurer** shall investigate and settle a **Claim** in a manner that it deems appropriate. The **Insurer** shall not settle or compromise a **Claim** without the written consent of an **Insured**. If the **Insured** refuses to consent to a settlement or compromise acceptable to the **Insurer**, then the **Insurer's** duty to defend the **Insured** shall cease as of the date of the **Insured's** refusal to consent. Thereafter, the limit of liability applicable to such **Insured** shall be reduced to an amount equal to the **Damages** for which the **Claim** could have been settled or compromised, which amount shall not exceed the applicable Each Claim or Aggregate Limits Of Liability.

SECTION IV – DEFINITIONS

For purposes of this Policy, the terms in bold type shall have special meanings that are designated below. All other terms shall have those meanings commonly understood by professionals who are engaged in the business of insurance.

A. Agent or Managing Agent means an **Insured** person who:

1. Maintains an agent contract or an active affiliation with the **Sponsoring Company**;
2. Has elected to enroll for coverage under this Policy, either at the inception date of the **Policy Period** or prior to the expiration date of the **Policy Period**, and whose enrollment is on file with the **Sponsoring Company**;
3. Is shown as such in a Certificate Of Insurance;
4. Has paid the applicable premium;
5. Is licensed by all necessary federal, state or local governmental authorities to render **Professional Services** where both the **Agent** and client are located; and
6. Is properly registered as a representative of the **Broker/Dealer** with the Financial Industry Regulatory Authority (FINRA), if required for the rendering of **Professional Services**.

B. Application means:

1. The application for this Policy and for any policy issued by the **Insurer**, or any of its affiliates, of which this Policy is a direct or indirect renewal or replacement;
2. Any attachment to any such application;
3. Any other materials submitted with or incorporated into any such application; and
4. Any documents submitted in connection with the underwriting of any such policy.

C. Broker/Dealer means a firm acting as "broker" or "dealer" in **Securities**, as those terms are defined in Sections 3(a)(4) and 3(a)(5) of the Securities Exchange Act of 1934, and any amendments thereto, and which is:

1. Registered with the Securities and Exchange Commission (SEC); and
2. A member of FINRA.

D. Certificate Period means the period of time from the inception date and time shown in the Certificate Of Insurance to the earlier of the expiration date and time shown in the Certificate Of Insurance or the effective date of the termination of this Policy.

E. Claim means a written demand received by an **Insured** for **Damages** (including pleadings received in a civil litigation or arbitration) because of an actual or alleged **Wrongful Act**. A **Claim** does not include the following:

1. A demand for declaratory, injunctive or other non-monetary relief;
2. Any form of criminal proceeding; or

3. Any proceeding commenced by a governmental or quasi-governmental official or agency or any self-regulatory official or agency, including, but not limited to, any disciplinary proceedings by such official or agency, except if the agency or official is a client of the **Insured** in connection with the rendering of **Professional Services**.
- F. Claim Expenses** means reasonable and necessary amounts incurred by the **Insurer**, or by the **Insured** with the prior written consent of the **Insurer**, in the defense of a **Claim** that is covered under this Policy, including attorneys' fees, costs of investigation, court or arbitration costs and premiums for appeal, attachment or similar bonds. The **Insurer**, however, is not required to provide such bonds. **Claim Expenses** do not include the wages, salaries, fees or costs of the directors, officers, employees, representatives, in-house counsel, agents or servants of any **Insured**.
- G. Damages** means monetary judgments, settlements or awards resulting from a **Claim**. **Damages** do not include the following:
1. Taxes, fines or penalties, unless incurred by a claimant and made part of a **Claim** against an **Insured**;
 2. Punitive or exemplary damages;
 3. The multiplied portion of a multiplied damage award;
 4. The return, restitution, reduction, compromise or refund of commissions, fees or charges;
 5. Costs incurred as a result of non-monetary, declaratory or injunctive relief;
 6. Any matters that are deemed uninsurable under the law; and
 7. **Claim Expenses**.
- H. Insured** means:
1. An **Agent** shown as such in a Certificate Of Insurance;
 2. A **Managing Agent** shown as such in a Certificate Of Insurance;
 3. A corporation, partnership or other business entity owned by and in which an **Agent** or **Managing Agent** has an ownership interest, or in which an **Agent** or **Managing Agent** is an employee, but solely with respect to the liability of such organization as it arises out of an **Agent** or **Managing Agent** rendering of or failing to render **Professional Services**. Coverage hereunder shall not be afforded for any actual or alleged **Wrongful Act** of such organization, but shall only apply to a **Claim** arising out of the actual or alleged **Wrongful Act** of an **Agent** or **Managing Agent**.
 4. A person acting on behalf of an **Agent** or **Managing Agent**, who was or is a partner, officer, director, stockholder or an employee of an **Agent** or **Managing Agent**, or the business entity of an **Agent** or **Managing Agent**, provided such person is not a party to an agent or general agent contract with any insurance company and only with respect to the **Professional Services** of an **Agent** or **Managing Agent**;
 5. Heirs, executors, administrators or legal representatives of an **Agent** or **Managing Agent**, in the event of death, incapacity or bankruptcy.
- I. Insurer** means the insurance company providing this insurance shown in the Master Policy Declarations and Certificate Of Insurance.
- J. Interrelated Wrongful Acts** means any **Wrongful Acts** that are:
1. Similar, repeated or continuous; or
 2. Connected by reason of any common fact, circumstance, situation, transaction, causality, event, decision or policy or one or more series of causally or logically related facts, circumstances, situations, transactions, causalities, events, decisions or policies.
- K. Personal Injury Act** means libel, slander, defamation, disparagement or violation of a right to privacy committed unintentionally during the course of rendering **Professional Services**.
- L. Policy Period** means the period of time from the inception date and time shown in the Master Policy Declarations to the earlier of the expiration date and time shown in the Master Policy Declarations or the effective date and time of the cancellation of this Policy.
- M. Professional Services** means the following if selected and purchased by the **Named Insured** and such coverage is reflected in the Certificate of Insurance and is on file with the Insurer as being selected and purchased:
1. The solicitation, sale or servicing of the following:
 - a. Life insurance, accident and health insurance, managed health care organization contracts or disability income insurance (where such products do not require a security licensed); or

- b. Indexed or fixed annuities, (where such products do not require a securities license); or
- c. Variable insurance or mutual funds approved by the **Insured's Broker/Dealer** that are registered with the Securities Exchange Commission and sold through a broker/dealer registered with the Financial Industry Regulatory Authority;

Professional Services shall not include the solicitation, sale or administration of the following:

- a. Multiple Employer Welfare Arrangements or Voluntary Employee Beneficiary Associations, as defined by the Employee Retirement Income Security Act of 1974 and any amendments thereto; or
 - b. Section 79, 83, 412, 419 Plans or any other plans developed to provide tax deductions and advantages under the Internal Revenue Code, amendments thereto and any regulations promulgated thereunder.
2. Rendering services as a notary public.
 3. Financial planning, but only if performed directly in conjunction with the sale, solicitation or servicing of the products referenced in Paragraph **M.1.** above.

N. Retroactive Date means:

1. With respect to a **Claim** against an **Agent** arising out of or based upon the rendering of or failing to render any **Professional Services** defined in Paragraph **P.** of the definition of **Professional Services** above, the date of the **Agent's** first continuously renewed life insurance agent's professional liability coverage, which was in effect without interruption from the date of the **Wrongful Act** or first **Interrelated Wrongful Act** related to the **Claim** to the date when the **Claim** is first made, subject to submission of proof of such coverage to the **Insurer**.

O. Securities shall have the same meaning as the term used in the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940 or the Investment Advisors Act of 1940, and any amendments thereto.

P. Sponsoring Company means the insurance company or organization shown as such in the Master Policy Declarations, and any **Subsidiary**.

Q. Subsidiary means a corporation in which the **Sponsoring Company**:

1. Owns, as of the inception date of the **Policy Period**, more than 50% of the issued and outstanding voting stock either directly or indirectly through one of more **Subsidiaries** and which corporation is engaged in **Professional Services**; or
2. Forms or acquires during the **Policy Period**, if the **Sponsoring Company** owns, directly or indirectly through one or more of its **Subsidiaries**, more than 50% of the issued and outstanding voting stock and which corporation is engaged in **Professional Services**, provided that notice of such formation or acquisition was disclosed to the **Insurer** within a reasonable time for it to consider any changes or modifications to this Policy which may be necessary, including, but not limited to, additional premium. Under no circumstances shall coverage be afforded to the newly acquired **Subsidiary** for a **Claim** arising out of or based upon a **Wrongful Act** committed prior to the date when the **Sponsoring Company** or one or more of its **Subsidiaries** acquired more than 50% of its issued and outstanding voting stock.

R. Wrongful Act means a negligent act or omission, including a **Personal Injury Act**, committed by an **Insured** in the rendering of or failing to render **Professional Services** to a client.

SECTION V – EXCLUSIONS

This Policy shall not apply to, and the **Insurer** shall pay neither **Damages** nor **Claim Expenses** for, any **Claim**:

- A.** For any actual or alleged sickness, disease, death or other bodily injury, including, but not limited to, emotional distress and mental anguish, or damage to or destruction of property, including loss of use thereof;
- B.** Against an **Insured**:
 1. By or on behalf of any other **Insured**, any enterprise that owns, operates or controls an **Insured** or any enterprise that an **Insured** owns, operates or controls;
 2. By or on behalf of any individual, company or entity that is not a client of the **Insured**, including, but not limited to, an insurance company or insurance agent or broker; provided, however, that this exclusion shall not apply to a **Claim** brought by or on behalf of an actual or alleged beneficiary of a product referenced in Paragraph **1.** of Definition **P. Professional Services** above;
- C.** Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:

1. Any **Wrongful Act** in any **Claim** which has been reported, or any circumstance of which notice has been given, prior to the **Policy Period**, or before the effective date of the **Insured's** enrollment for coverage, under any other policy; or
 2. Any other **Wrongful Act** \, whenever occurring, which together with a **Wrongful Act** which has been the subject of such **Claim** or notice, would constitute **Interrelated Wrongful Acts**, regardless of the legal grounds upon which such **Claim** is predicated upon any:
 - a. **Claim**, demand, suit, proceeding or investigation of which the **Insured** had knowledge, pending on or prior to the inception date of the **Policy Period**, or before the effective date of the **Insured's** enrollment for coverage hereunder; or
 - b. Fact, matter, circumstance, situation, transaction or event underlying or alleged in such demand, suit, proceeding, **Claim** or investigation, regardless of the legal grounds upon which such **Claim** is predicated;
- D. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any:
1. Actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute, by, at the direction of or with the knowledge of any **Insured**; or
 2. Gaining of profit, remuneration or monetary advantage to which an **Insured** is not legally entitled.
- However, the **Insurer** shall continue to defend a **Claim** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for the costs of defending the **Claim**. Moreover, an actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute of one **Agent** or **Managing Agent** will not be imputed to another **Agent** or **Managing Agent**;
- E. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged conversion, commingling, use, handling, entrustment, safeguarding, inability to pay or failure to pay premiums, funds or any form of money;
- F. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged liability of others assumed by any **Insured** under an agreement, contract, guarantee or warranty unless the **Insured** would be liable in the absence of such agreement, contract, guarantee or warranty;
- G. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged rendering of services as an actuary, accountant, attorney, real estate agent, real estate broker, third-party claims administrator, property and casualty agent or broker or expert witness, regardless of whether such services are incidental to the rendering of **Professional Services**; however, this exclusion shall not apply to tax advice provided to a client as a necessary part of rendering **Professional Services**;
- H. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged placement of a client's coverage or funds, directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed or authorized to do business in the state or jurisdiction with authority to regulate such business; however, this exclusion shall not apply to a **Claim** based upon or arising out of the placement of insurance or coverage with an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;
- I. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged insolvency, receivership, conservatorship, liquidation, bankruptcy, failure or inability to pay of any company, organization, entity, vehicle or arrangement of any nature in which an **Insured** placed, recommended to be placed or obtained coverage or in which an **Insured** placed, recommended to be placed funds or an investment of any nature; however, this exclusion shall not apply to a **Claim** based upon or arising out of the placement, recommendation for placement or obtaining coverage with an insurance company rated by A.M Best's as B+ or better at the time when coverage is placed, recommended or obtained;
- J. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trust sponsored by an **Insured**, in which an **Insured** is a participant, trustee or named fiduciary;
- K. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trustor which are self-funded, in whole or in part;
- L. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any ownership, formation, operation or administration of any insurance company, captive, risk retention group, self-insurance program or purchasing group;

- M. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
 - 1. Unfair competition;
 - 2. Anti-competitive acts;
 - 3. Restraint of trade;
 - 4. Price fixing;
 - 5. Monopolization;
 - 6. Misuse of confidential or proprietary information;
 - 7. Copyright, patent, trade mark or trade secret infringement;
 - 8. Piracy, theft or conversion of ideas, employees, contacts or business methods; or
 - 9. Illegal, improper or deceptive advertisement;
- N. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged actual or alleged discrimination or harassment in any form or manner;
- O. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any failure, malfunction or breakdown of any computers, electrical, electronic or mechanical systems or machines;
- P. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged notarization of documents without authorization or without the signatory's actual presence before an **Insured**;
- Q. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged guarantee, promise or warranty as to interest rates, market values, earnings, future values or future premiums or payments in connection with variable life insurance, variable annuities, scheduled premium annuities, mutual funds or **Securities**;
- R. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any **Securities** (other than variable life insurance, variable annuities and mutual funds) that were not authorized or approved by and actually processed through the **Broker/Dealer**;
- S. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any function of an **Insured** as a specialist or market maker for any **Securities**, an **Insured** failing to make a market for any **Securities**, or the purchase, sale or failure to sell **Securities** when the **Insured** is a specialist or market maker for such **Securities**;
- T. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving an **Insured's** actual or alleged exercise of discretionary authority over a client's assets, funds or liabilities, undertaking of trades or transactions on a discretionary basis or any trading or transactions without the express authority of a client; however, this exclusion shall not apply to an **Insured** providing asset allocation services pursuant to a written contract for a client's account that is funded exclusively with no-load mutual funds, no-load variable annuities, no-load variable life insurance or any investment for which no **Insured** received a commission;
- U. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
 - 1. Promissory notes, viatical or life settlements, or any **Securities** backed by either viatical or life settlements;
 - 2. Commodities, commodity futures and option contracts, except for option contracts that are covered by ownership of the underlying **Securities**, cash or cash equivalent, not including margin;
 - 3. Any "junk bonds" or "high yield bonds" (for purposes of this exclusion, "junk bonds" or "high yield bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency, including, but not limited to, Moody's bonds of Ba or lower or S&P bonds of BB or lower);
 - 4. Any **Securities** sold exclusively outside of the United States of America or Canada;
 - 5. Actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, fairness opinions, spin-offs, primary or secondary offerings of **Securities** (regardless of whether the offering is a public offering or a private placement) or other efforts to raise or furnish capital or financing for any company, corporation, enterprise or entity or disclosure requirements in connection with any of the foregoing, as well as any other investment banking activities;

- 6. Structured settlements; however, this exclusion shall not apply to a **Claim** arising out of or based upon the sale or servicing of the underlying product, if otherwise covered by this Policy;
- 7. employee benefit plans, individual retirement plans and KEOGH retirement plans, however, this exclusion shall not apply to the sale of health insurance plans;
- 8. any life insurance policy in which the premium was paid for, in whole or in part, by or through any premium finance mechanism or any premium finance company; and
- 9. Any **Securities** that are wholly or partially owned by any **Insured**;
- V. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving actual or alleged use or disclosure, aiding or abetting use or disclosure or participation after the fact in use or disclosure of non-public or insider information as prohibited by any federal, state or local laws, statutes, regulations or ordinances, including but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988, Section 10(b) of the Securities Exchange Act of 1934 and Securities Exchange Commission Rule 10b-5 thereunder;
- W. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving, actual or alleged advice, consultation or recommendations of any type of mortgage, including, but not limited to, a reverse mortgage, regardless of whether an incidental part of the rendering of **Professional Services**;
- X. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving Callable CD's, ETS/ATM payphones, Debentures, CDO's, CMO's, 412(i), 419 Plans, unregistered securities, Medical Capital Note Programs, Desert Capital REIT, Provident Royalties, DBSI Management Products, Black Diamond Program, Shale Royalties, IMH Secured Loan, LLC, Geneva Exchange, LLC/The Geneva Organization, Future Income Payment, LLC and GPB Capital Holdings, LLC.
- Y. Based upon, arising out of, or in any way involving any actual or alleged violation of:
 - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3. The Junk Fax Prevention Act of 2005 (JFPA), including any amendment of or addition to such law;
 - 4. The Fair and Accurate Credit Transactions Act of 2003 (FACTA), part of the Fair Credit Reporting Act (FCRA), 15 USC 1681 et. Seq., including any amendment of or addition to such law; or
 - 5. Any statute, ordinance or regulation other than the TCPA, JFPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expirations dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information; or to such law, and any rules or regulations promulgate pursuant to such law.

SECTION VI – TERRITORY

This insurance applies to **Wrongful Acts** committed anywhere in the world, provided that the **Claim** is made against an **Insured** in the United States of America, its territories or possessions, Puerto Rico or Canada.

SECTION VII – LIMITS OF LIABILITY

A. Limit Of Liability Each Claim:

Subject to Paragraph **B.** below, the limit of the **Insurer's** liability for **Damages** for a **Claim** made against an **Insured** and reported to the **Insurer** in writing during the **Certificate Period**, or as allowed by Section **X** – Notice Of Claim below, or Extended Reporting Period, if applicable, shall not exceed the Limit Of Liability Each Claim shown in the Certificate Of Insurance.

The Limit Of Liability Each Claim does not include **Claim Expenses**. However, the **Insurer's** obligations under this Policy as to a **Claim** against an **Insured**, including the duty to defend and pay **Claim Expenses**, shall cease after the applicable Limit Of Liability Each Claim has been paid by the **Insurer** for **Damages**. The inclusion of multiple **Insureds** in a **Claim** shall not increase the applicable Limit Of Liability Each Claim. Only one Limit Of Liability Each Claim shall apply to such a **Claim**.

The Limit Of Liability Each Claim applicable to a **Claim** involving multiple **Insureds** shall be the single largest such Limit Of Liability, in the event that different Limits Of Liability Each Claim are implicated.

B. Limit Of Liability Aggregate:

The Limit Of Liability for **Damages** for all **Claims** made against an **Insured** and reported to the **Insurer** in writing during the **Certificate Period**, or as allowed by Section **X** – Notice Of Claim below, or Extended Reporting Period, if applicable, shall not exceed the Limit Of Liability Aggregate shown in the Certificate Of Insurance.

The Limit Of Liability does not include **Claim Expenses**. However, the **Insurer's** obligations under this Policy as to all **Claims** against an **Insured**, including the duty to defend and pay **Claim Expenses**, shall cease after the applicable Limit Of Liability Aggregate has been paid by the **Insurer** for **Damages**.

If multiple **Insureds** are implicated in a **Claim**, the Limit Of Liability Aggregate shown in the **Certificate of Insurance** for each implicated **Insured** shall be decreased in equal amounts.

SECTION VIII – DEDUCTIBLE

- A.** The Deductible shown in the Certificate Of Insurance shall apply to **Damages**, if any, that are incurred in each **Claim**. The **Insured** must pay the Deductible to the **Insurer** at the time of settlement.
- B.** If multiple **Insureds** are implicated in a **Claim**, then only one Deductible shall apply to the **Damages** that may be incurred in such **Claim**. Such Deductible shall be the largest, in the event that different Deductibles are implicated by a **Claim**. The **Sponsoring Company** must pay the Deductible to the **Insurer** at the time of settlement.

SECTION IX – MULTIPLE CLAIMS

- A.** All **Claims** based upon or arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts**, , shall be considered a single **Claim** and each such single **Claim** shall be deemed to have been made on the earlier of the following:
 - 1. When the earliest **Claim** arising out of such **Wrongful Act** or **Interrelated Wrongful Acts** was first made; or
 - 2. When notice was provided concerning a **Wrongful Act** or **Interrelated Wrongful Acts**, giving rise to such **Claim** under the Policy or any other policy;regardless of whether before the **Policy Period** or the term of any preceding policy.
- B.** Such single **Claim** shall be subject to one Limit Of Liability Each Claim and one Deductible, even if involving multiple claimants, **Insureds** or proceedings.

SECTION X – NOTICE OF CLAIM

- A.** As a condition precedent to the obligations of the **Insurer** under this Policy, an **Insured** shall give the **Insurer** written notice of a **Claim** made against the **Insured** as soon as practicable, but in no event later than either:
 - 1. The end of the **Policy Period**, or Extended Reporting Period, if applicable; or
 - 2. 30 days after the end of the **Policy Period**, or Extended Reporting Period, if applicable, as long as such **Claim** is first made within the final 30 days of the **Policy Period** or Extended Reporting Period; or
 - 3. Notwithstanding the requirements of 1. and 2. above, if continuous coverage is in effect pursuant to consecutive policies issued by the **Insurer**, a **Claim** may be reported to the **Insurer** in writing, as soon as practicable, during the policy period consecutive to and immediately following this **Policy Period** without constituting a violation of this provision. In such condition, the **Claim** will be deemed reported on the last day of the **Policy Period**.
- B.** Written notice of a **Claim** shall be addressed to the **Insurer**.
- C.** A **Claim** shall be deemed reported at the time when the **Insurer** receives written notice.
- D.** The **Insured** shall provide the **Insurer** with copies of all documents received by the **Insured** concerning a **Claim**, including, but not limited to, a summons, complaint, statement of claim or any other papers served in a civil litigation or arbitration. In addition, the **Insured** shall provide the **Insurer** with the following:
 - 1. The name of the claimant;
 - 2. The name of each **Insured** involved in the **Claim**;
 - 3. A detailed description of the **Wrongful Act** giving rise to the **Claim**;
 - 4. The **Damages** that may result from the **Claim**; and
 - 5. The circumstances by which the **Insured** became aware of the **Claim**.

SECTION XI – NOTICE OF A WRONGFUL ACT

- A.** An **Insured** may provide the **Insurer** with written notice of a **Wrongful Act** committed during the **Certificate Period** which reasonably may be expected to give rise to a **Claim** as soon as practicable after the **Wrongful Act** becomes

known to the **Insured**. Such notice may not be provided after the **Certificate Period** expires, nor during any Extended Reporting Period.

B. The Insured shall provide the Insurer with the following concerning any such Wrongful Act:

1. The name of the potential claimant;
2. The name of each **Insured** allegedly responsible for such **Wrongful Act**;
3. A detailed description of the fact, allegation, circumstance or situation that could result in a **Claim**;
4. The **Damages** that may result from the **Wrongful Act**;
5. The circumstances by which the **Insured** became aware of the **Wrongful Act**

C. A Claim arising from a Wrongful Act and reported in accordance with Paragraphs A. and B. above shall be deemed to have been first made and reported when the Insurer receives written notice of the Wrongful Act.

D. Such written notice of a Wrongful Act which reasonably may be expected to give rise to a Claim must be given to the Insurer.

SECTION XII – ASSISTANCE AND COOPERATION

A. The Insured shall cooperate with the Insurer and provide such assistance and information as the Insurer may reasonably request, including submission to examination and interrogation by a representative of the Insurer, under oath if required. The Insured shall assist with the defense of a Claim and shall attend hearings, depositions, trials and otherwise assist in the conduct of suits, including but not limited to effecting settlement, securing evidence and giving evidence, obtaining the attendance of witnesses, and giving written statements to the Insurer's representatives.

B. The Insured shall not take any action which may increase exposure or Damages. The Insured shall not admit liability, agree to settlement, mediation or arbitration of any Claim or incur any cost or expense without the written consent of the Insurer which shall not be unreasonably withheld.

C. If any Insured shall commit fraud in reporting any Claim, the insurance provided by this Policy shall be void from the date such fraudulent Claim is reported to the Insurer.

SECTION XIII – EXTENDED REPORTING PERIODS

A. Optional Group Extended Reporting Period

1. In the event of cancellation or non-renewal of this Policy by the **Insurer**, the **Sponsoring Company**, on behalf of the **Insureds**, shall have the right to purchase an Extended Reporting Period for payment of an additional premium equal to 200% of the total annual premium paid for the Policy. Such an Extended Reporting Period, if purchased, shall be for 3 years commencing on the date of cancellation or non-renewal and ending 36 months thereafter. During this Extended Reporting Period, if purchased, the **Insureds** may report **Claims for Wrongful Acts** occurring on or after the **Retroactive Date** but before the date of cancellation or non-renewal. A **Claim** reported under the Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be reported during this Extended Reporting Period.
2. Notwithstanding any of the provisions of this Policy, the Extended Reporting Period provided herein shall not apply if an **Insured** has other insurance that applies to a **Claim**, in whole or in part.
3. The Extended Reporting Period provided herein shall not apply if the **Sponsoring Company** terminates the Policy as provided for in Section **XIV – Termination Of Coverage** below or decides not to renew this Policy.
4. The Extended Reporting Period provided herein shall not reinstate, increase or affect the applicable Limits Of Liability nor extend the **Policy Period**.
5. The Extended Reporting Period provided herein shall include, and not be in addition to, the Extended Reporting Periods provided by Paragraph **B.** below.

B. Automatic Agent Or Managing Agent Extended Reporting Period Due To Disability, Retirement Or Death

1. If an **Agent** or **Managing Agent** becomes disabled, retires from the business of providing **Professional Services** in accordance with the formal retirement procedures of the **Sponsoring Company**, or dies, then such **Insured** or the estate of the deceased **Insured** shall have an automatic Extended Reporting Period of 1 year commencing on the date of the **Insured's** disability, retirement or death and ending 12 months thereafter during which to report **Claims for Wrongful Acts** occurring on or after the **Retroactive Date** but before the **Insured's** disability, retirement or death. A **Claim** reported under this Extended Reporting Period must be otherwise covered pursuant to the terms,

provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be reported during this Extended Reporting Period.

2. Notwithstanding any other provision of this Policy, the Extended Reporting Period provided herein shall not apply if an individual **Insured** or the estate of a deceased **Insured** has other insurance that applies to a **Claim**, in whole or in part.
3. The Extended Reporting Period provided herein shall not reinstate, increase or otherwise affect the applicable Limits Of Liability nor extend the **Certificate Period**.
4. A **Claim** which is properly reported during this Extended Reporting Period will be deemed to have been first made on the last day of the **Certificate Period**.
5. The Extended Reporting Period provided herein shall only apply if the **Insurer** continues coverage under a renewal or replacement policy issued to the **Sponsoring Company** 2 years after the **Insured's** disability, retirement or death. In the event that the **Insurer** does not continue coverage, the Extended Reporting Period provided herein shall end 30 days after the expiration date of the last policy issued by the **Insurer** to the **Sponsoring Company**.

D. Optional Agent Or Managing Agent Extended Reporting Period Due To Disability, Retirement Or Death

1. If an **Agent** or **Managing Agent** becomes disabled or retires from the business of providing **Professional Services** in accordance with the formal retirement procedures of the **Sponsoring Company**, or dies, then such **Insured** or the estate of the deceased **Insured** may elect to purchase one of the following Optional Extended Reporting Periods:
 - a. 3 years commencing on the date of the **Insured's** disability, retirement or death and ending 36 months thereafter during which to report **Claims** for **Wrongful Acts** occurring on or after the **Retroactive Date** but before the **Insured's** disability, retirement or death. A **Claim** reported under this Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be reported during this Extended Reporting Period. The cost of such optional Extended Reporting Period shall be 200% of the **Insured's** last annual premium, and must be paid within 60 days after termination of such **Agent's** contract with the **Sponsoring Company** because of disability, retirement or death.
2. Notwithstanding any other provision of this Policy, the Extended Reporting Period provided herein shall not apply if an individual **Insured** or the estate of a deceased **Insured** has other insurance that applies to a **Claim**, in whole or in part.
3. The Extended Reporting Period provided herein shall not reinstate, increase or otherwise affect the applicable Limits Of Liability nor extend the **Certificate Period**.
4. A **Claim** which is properly reported during this Extended Reporting Period will be deemed to have been first made on the last day of the **Certificate Period**.

SECTION XIV – TERMINATION OF COVERAGE

A. Applicable To Agent Or Managing Agent

1. The coverage afforded by this Policy shall terminate upon the earlier of:
 - a. The expiration date of the **Certificate Period**;
 - b. Cancellation as provided by Paragraph **C.** below; or
 - c. Failure to pay premium.
2. The **Agent** or **Managing Agent** may terminate participation in this Policy by sending written notice to the **Sponsoring Company** at the **Sponsoring Company's** address shown in the Certificate Of Insurance with the effective date of termination being not less than 30 days thereafter. Any refund of premium will be on a customary short-rate basis.

B. Applicable To Sponsoring Company

1. The coverage afforded by this Policy shall terminate upon the earlier of:
 - a. The expiration date of the **Policy Period**; or
 - b. Cancellation as provided by Paragraph **C.** below.
2. The **Sponsoring Company** may terminate the Policy by sending written notice to the **Insurer** with the effective date of termination being not less than 30 days thereafter. Proof of mailing the notice of termination shall be sufficient

proof of such notice. If the **Sponsoring Company** terminates the Policy, the **Insurer** shall be deemed to have fully earned the premium for the Policy.

C. Applicable To Insurer

1. This Policy may be terminated by the **Insurer**, for other than failure to pay a premium when due, by providing written notice to the **Sponsoring Company** at the **Sponsoring Company's** address shown in the Master Policy Declarations with the effective date of termination being not less than 60 days thereafter. Proof of mailing the notice of termination shall be sufficient proof of such notice. If the **Insurer** terminates the Policy, the **Sponsoring Company** shall receive a return of premium to be computed on a short rate basis proportional to the length of time from the inception date of the **Policy Period** to the termination date.
2. This Policy may be cancelled by the **Insurer** because of failure to pay a premium when due by providing written notice to the **Sponsoring Company** at the **Sponsoring Company's** address shown in the Master Policy Declarations with the effective date of termination being not less than 10 days thereafter. Proof of mailing the notice of termination shall be sufficient proof of such notice.

Nothing contained herein shall limit, abrogate or negate the rights of the **Insurer** under law and equity to declare that the Policy is void based on material misrepresentations or omissions contained in the **Application**.

SECTION XV – OTHER INSURANCE

- A. If any **Insured** has other insurance for a **Claim** made and reported during the **Policy Period**, or as allowed by Section X – Notice Of Claim, or Extended Reporting Period, if applicable, then this Policy shall be excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- B. The foregoing shall not apply if such other insurance is specifically intended to be excess over the coverage afforded by this Policy.
- C. If a **Claim** is covered by this Policy and another policy issued by the **Insurer** or any company or entity affiliated with the **Insurer**, regardless of the **Insured** included in a **Claim**, then a single Limit Of Liability and single Deductible shall apply under both policies to the **Claim**. The single Limit Of Liability applicable to the **Claim** shall be the largest such Limit Of Liability under the policies. The Deductible applicable to the **Claim** shall likewise be the largest under the policies.

SECTION XVI – SUBROGATION

- A. In the event that the **Insurer** pays **Damages** or **Claim Expenses** on behalf of any **Insured**, the **Insurer** shall be subrogated to all of the **Insured's** rights of recovery, contribution, indemnification and apportionment against any third party implicated in a **Claim**. The **Insured** shall do nothing before or after the **Insurer's** payment of **Damages** or **Claim Expenses** that would waive, prejudice or impair the **Insurer's** subrogated rights of recovery, contribution, indemnification or apportionment.
- B. The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of recovery, contribution, indemnification or apportionment which the **Insured** may have, including the execution of such documents as are necessary to enable the **Insurer** to commence proceedings in any **Insured's** name. The **Insured** shall provide all other assistance and cooperation which the **Insurer** may reasonably require.

SECTION XVII – OTHER PROVISIONS

A. Entire Agreement

The terms and provisions of this Policy shall not be waived, changed or modified, unless by endorsement. Notices to, by or from any agent, representative or servant of any **Insured** or the **Insurer** shall not affect a waiver, change or modification of the Policy and shall not prevent the **Insurer** from asserting any rights under the Policy.

B. Assignment

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

C. Authorization

By acceptance of this Policy, the **Sponsoring Company** agrees to act on behalf of the **Insureds** for all purposes including but not limited to the negotiation of the terms of the Policy, payment of or return of premiums, receipt and acceptance of any endorsement issued to form a part of the Policy and giving and receiving notice of cancellation, termination or non-renewal of the Policy.

D. Action Against The Insurer

1. No action shall be taken against the **Insurer** unless, as a condition precedent thereto, an **Insured** has fully complied with all the terms and provisions of this Policy. In addition, no action shall be taken against the **Insurer** until the amount of an **Insured's** obligation or liability to a third party has been finally determined by an award or judgment against an **Insured** in an actual adjudicatory proceeding.
2. No person, organization or entity shall have the right under this Policy to join any **Insured** in any action or proceeding against an **Insurer** to determine the **Insurer's** liability nor shall the **Insurer** be impleaded in an action or proceeding by any **Insured** or the legal representative of such **Insured**.

E. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Insurer** of any of its obligations hereunder.

F. Conformance to Statute

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

G. Headings

The descriptions in the headings and any subheading of this Policy (including any titles given to any endorsement attached hereto) are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER MANAGEMENT COVERAGE ENDORSEMENT

CLAIM EXPENSES, AS WELL AS DAMAGES, ARE INCLUDED WITHIN AND WILL REDUCE THE LIMITS OF LIABILITY.

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

SCHEDULE

Cyber Management Limits Of Liability:	\$100,000 Each Claim \$100,000 Agent Aggregate \$1,000,000 Coverage Aggregate
Cyber Management Deductible:	\$5,000

A. The following is added to Section I – Insuring Agreements:

Cyber Management

1. The **Insurer** shall pay, on behalf of the **Agent**:

- a.** **Cyber Management Expenses** incurred by an **Agent** with the **Insurer's** prior written consent that are a direct result of a **Network Security Breach, Privacy Violation** or any **Interrelated Breaches/Violations**, provided the **Cyber Management Expenses** are reported to the **Insurer** during the **Certificate Period**, or as allowed by Section **X** – Notice of Claim, or during an Extended Reporting Period, if applicable;
- b.** **Damages** and **Claim Expenses** which an **Agent** shall become legally obligated to pay because of actual monetary loss by the **Agent's** client as the direct result of a **Network Security Breach, Privacy Violation** or any **Interrelated Breaches/Violations**, provided a **Claim** is both made against the **Insured** and reported to the **Insurer** in writing during the **Certificate Period**, or as allowed by Section **X** – Notice of Claim, or during an Extended Reporting Period, if applicable; and
- c.** **Credit Monitoring Costs** incurred by an **Agent** with the **Insurer's** prior written consent that are the direct result of a **Network Security Breach** or **Privacy Violation** that directly results in theft or unauthorized copying of **Personal Information** and may reasonably be expected to result in **Identity Theft**, provided the **Credit Monitoring Costs** are reported to the **Insurer** during the **Certificate Period**, or as allowed by Section **X** – Notice of Claim, or during an Extended Reporting Period, if applicable.

2. This **Cyber Management** coverage applies only if:

- a.** Such **Network Security Breach, Privacy Violation** or any **Interrelated Breaches/Violations** occurred on or after the **Retroactive Date** and before the end of the **Certificate Period**; and
- b.** As of the inception date of this Policy as shown in the Master Policy Declarations, no **Insured** had knowledge or reasonable basis upon which to anticipate that the **Network Security Breach, Privacy Violation** or any **Interrelated Breaches/Violations** could result in **Cyber Management Expenses, Damages, Credit Monitoring Costs** or any loss that may be sustained by a client.

B. For the purpose of this endorsement, the following definitions in Section IV – Definitions are amended:

F. **Claim Expenses** do not include **Cyber Management Expenses** or **Credit Monitoring Costs**.

U. **Wrongful Act** also means **Network Security Breach**, **Privacy Violation** or any **Interrelated Breaches/Violations** of an **Agent**, but only with respect to **Cyber Management** coverage.

C. For the purpose of this endorsement, the following definitions are added to Section IV – Definitions:

Agent's Computer System means any computer hardware, software or firmware, and components thereof including data stored thereon, that is owned or leased by an **Agent** and is under the direct operational control of an **Agent**.

Credit Monitoring Costs means the costs for retaining a third party service provider approved by the **Insurer** and with the **Agent's** prior written consent to provide **Credit Monitoring Services** to those individuals who were victims of theft or unauthorized copying of **Personal Information**.

Credit Monitoring Services means the services that allow individuals to access and review their credit reports to determine if **Identity Theft** has occurred.

Cyber Management Expenses means necessary and reasonable expenses to hire an attorney, selected from the **Insurer's** panel counsel, to determine whether any breach notice laws apply and the obligations of any such applicable laws including the drafting of letters to satisfy the applicable law, including the cost to notify those effected by the **Network Security Breach** or **Privacy Violation**, or to provide **Credit Monitoring Services** to the **Agent's** clients. **Cyber Management Expenses** shall also include approved expenses incurred by the **Agent** to respond to a regulatory action commenced or pending solely against the **Agent** and not involving the **Sponsoring Company**, and the hiring of a public relations firm to communicate with the **Agent's** clients in order to mitigate the reputational damage of the **Agent** directly resulting from a **Network Security Breach** or **Privacy Violation**.

Identity Theft means the theft or unauthorized copying of **Personal Information** of a client of the **Agent**, and use of such **Personal Information** to open new financial accounts for the purpose of fraudulently impersonating such individual, including without limitation, payment card accounts, bank accounts, loan accounts, health insurance accounts and insurance accounts.

Interrelated Breaches/Violations means **Network Security Breaches** and/or **Privacy Violations** that are:

1. Similar, repeated or continuous; or
2. Connected by reason of any common fact, circumstance, situation, transaction, causality, event, decision or policy or one or more series of causally or logically related facts, circumstances, situations, transactions, causalities, events, decisions or policies.

Network Security Breach means:

1. The actual failure and inability to prevent:
 - a. Unauthorized access to or unauthorized use of **Personal Information** stored in the **Agent's Computer System**; or
 - b. The theft or unauthorized copying of **Personal Information** on the **Agent's Computer System**; or
2. The actual failure and inability to prevent the theft of **Personal Information** as a result of the physical theft by a person other than an **Insured** of the **Agent's Computer System** from premises occupied and controlled by the **Agent**.

Personal Information means:

1. The name of an **Agent's** client in combination with any one or more of the following:
 - a. Social security number;
 - b. Driver's license number or any other state identification number;
 - c. Medical or healthcare data, including protected health information; or
 - d. Any financial account number, credit or debit card number in combination with any required password, access code or other security code that would permit access to the financial account;not including any lawfully available data accessible by the general public; or
2. Non-public personal information as defined in any **Privacy Regulation**.

Privacy Regulation means those parts of the following statutes or regulations regulating the use and protection of non-public personal information (as defined in such statutes or regulations):

1. Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder, as amended;
2. Gramm-Leach Bliley Act of 1999 (GLBA) and the rules and regulations promulgated thereunder, as amended;
3. Consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including but not limited to, Section 5(a) of the FTC Act 15;
4. Security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including but not limited to, the California Security Breach Notification Act of 2003 (CA SB 1386); or
5. Other state, federal or foreign privacy laws requiring reasonable security for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or correct non-public personal information.

Privacy Violation means any:

1. Theft of **Personal Information** while in the care, custody or control of an **Agent**; or
2. Violation of a **Privacy Regulation**.

D. For the purposes of this endorsement, the following are added to Section **V** – Exclusions:

This Policy shall not apply to, and the **Insurer** shall pay neither **Cyber Management Expenses, Credit Monitoring Costs, Damages** nor **Claim Expenses**:

1. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
 - a. Costs or expenses for the reprinting, reposting, recall, removal or disposal of any online content or any other information, content or media, including any media or products containing such online content, information, content or media;
 - b. Wear and tear or gradual deterioration of any data saved on an **Agent's Computer System**;
 - c. Costs or expenses incurred by any **Insured** or others:
 - (1) To recall, repair, withdraw, replace, upgrade, supplement or remove the **Agent's** online content, products or services from the marketplace, including but not limited to products or services which incorporate the **Agent's** online content, products or services; or
 - (2) For any loss of use by any **Insured** or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplement or removal;
 - d. Failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to the **Agent's Computer System**;
 - e. Seizure, confiscation, destruction or nationalization of **Agent's Computer System**; or any data accessed by or on behalf of any governmental or public authority;
 - f. Interruption, suspension, failure or outage of any component of the Internet, including without limitation, any hardware or software infrastructure supporting the Internet;
 - g. Fine or penalty arising out of any agreement by any **Insured** to comply with or follow the PCI Standard or any Payment Card Company rules, or to implement, maintain or comply with any security measure(s) or standards related to any payment card data;
 - h. Unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including but not limited to unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, pop-up or pop-under Internet advertising or fax-blasting, direct mailing or telemarketing, or actual or alleged violations of the Telephone Consumer Protection Act of 1991, as amended, the CAN-SPAM Act of 2003, as amended, and any other federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion;

- i. Unauthorized or illegal collection of **Personal Information**, including but not limited to the collection of **Personal Information** using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected;
 - j. Liability of the **Sponsoring Company**; or
 - k. Data in the control of the **Sponsoring Company**;
- 2. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any Section 605 (requirements relating to information contained in consumer reports) or Section 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts; or
 - 3. Covered in whole or in part under any other insurance.
- E. For purposes of this endorsement, the following is added to Section **VII** – Limits Of Liability:

Cyber Management Limits Of Liability

The Cyber Management Limits Of Liability are subject to Paragraphs **A.** and **B.** of Section **VII** – Limits Of Liability.

Subject to the Cyber Management Limits Of Liability Agent Aggregate and Coverage Aggregate, the limit of the **Insurer's** liability for **Cyber Management Expenses, Damages, Credit Monitoring Costs and Claim Expenses** incurred in each **Network Security Breach** or **Privacy Violation** reported by an **Agent** to the **Insurer** in writing during the **Certificate Period**, or as allowed by Section **X** – Notice of Claim, or Extended Reporting Period, if applicable, shall not exceed the Cyber Management Limit Of Liability Each Claim shown in the Schedule of the endorsement. The inclusion of multiple **Agents** or clients in **Interrelated Breaches/Violations** shall not increase the Cyber Management Limit Of Liability Each Claim shown in the Schedule of this endorsement.

The Limit Of Liability for all **Cyber Management Expenses, Damages, Credit Monitoring Costs and Claim Expenses** incurred in all **Network Security Breaches** or **Privacy Violations** submitted by an **Agent** in writing during the **Certificate Period** shall not exceed the Cyber Management Limit Of Liability Agent Aggregate shown in the Schedule of this endorsement.

The Cyber Management Limit Of Liability Each Claim and Cyber Management Limit Of Liability Agent Aggregate are part of, subject to and do not increase the Cyber Management Limit Of Liability Coverage Aggregate as shown in the Schedule of this endorsement.

The **Insurer's** obligations under this Policy, including the duty to defend, shall cease after the applicable Limit Of Liability has been paid by the **Insurer** for all **Cyber Management Expenses, Damages, Credit Monitoring Costs or Claim Expenses**.

The Cyber Management Limits Of Liability shown in the Schedule of this endorsement are part of, and not in addition to the Limits Of Liability shown in the Certificate Of Insurance.

- F. The following is added to Section **VIII** – Deductible:

The Cyber Management Deductible shown in the Schedule of this endorsement applies to **Cyber Management Expenses, Damages, Credit Monitoring Costs and Claim Expenses** incurred in each **Network Security Breach, Privacy Violation** or **Interrelated Breaches/Violations**.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCIPLINARY PROCEEDING COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that solely for purposes of coverage provided by this Endorsement:

I. The following is added to Section I:

B. Disciplinary Proceeding Coverage Extension

The **Insurer** shall pay **Claims Expenses** incurred by an **Insured** in connection with a **Disciplinary Proceeding** first made against such **Insured** during the **Policy Period** subject to a sub-limit of liability in the amount of \$15,000 per Certificate of Insurance per **Policy Period**, which amount shall be part of and not in addition to the Limit of Liability set forth in the Certificate of Insurance under Each **Claim**.

II. SECTION IV – DEFINITIONS is amended by adding the following:

1. The following shall be added to the end of the definition of **Claim** in Section IV.E:

Solely for purposes of coverage provided in Section I.B, **Claim** shall include a **Disciplinary Proceeding**.

2. The following definition is added to Section IV – DEFINITIONS:

Disciplinary Proceeding means any investigation of an **Insured** by a governmental or regulatory authority or self-regulatory body regarding the actual or alleged **Wrongful Act(s)** of such **Insured** in their rendering or failure to render **Professional Services**.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY AND CASUALTY PRODUCTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

- A. The following is added to Paragraph **M. Professional Services** of Section **IV** – Definitions:

Professional Services also means the following if selected and purchased by the **Named Insured** and such coverage is reflected in the Certificate of Insurance and is on file with the Insurer as being selected and purchased:

The solicitation, sale or servicing of personal lines property and casualty insurance and **Limited Commercial Lines Property and Casualty Insurance**.

- B. Paragraph **G.** of Section **V** – Exclusions is replaced by the following:

Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged rendering of services as an actuary, accountant, attorney, real estate agent, real estate broker, third-party claims administrator, expert witness, regardless of whether such services are incidental to the rendering of **Professional Services**; however, this exclusion shall not apply to tax advice provided to a client as a necessary part of rendering **Professional Services**;

- C. For the purpose of this Endorsement, the following is added to Section **VII** – Limits Of Liability:

Coverage provided by this Endorsement shall be subject to the Limits Of Liability set forth in Declarations and shall be included within, and shall not increase in any way, such Limits Of Liability.

- D. The following is added to the end of Section **IV** – Definitions:

Limited Commercial Lines Property and Casualty Insurance means the following products:

Commercial general liability insurance policies (CGL), Worker's compensation or employer's liability insurance policies, Directors and officers liability insurance policies, Employment practices liability insurance policies, Surety bonds, Professional liability insurance policies, Business owners package insurance policies, Commercial package insurance policies, Crime insurance policies, Umbrella insurance policies and Business interruption policies.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

SCHEDULE OF RATE AND PREMIUM CALCULATIONS ENDORSEMENT

Named Insured: The Agents of SuranceBay

This coverage rate and premium calculation options available during this Policy Period is as follows:

Agents that are contracted or affiliated with SuranceBay and do not meet any of the following ineligible criteria, may qualify for enrollment:

- The agent does not have any claim, suit, arbitration or litigation brought against them related to their work in the last 7 years;
- The agent does not have any license revoked, restricted, suspended, non-renewed or terminated in the last 7 years;
- The agent has not been a defendant or respondent to any customer complaint or allegation that resulted in any settlement, adverse decision, enforcement action, adverse order, cease and desist or disciplinary action or subject to any investigation/inquiry/complaint by any federal/state/local regulator or not currently involved in the proceeding in the last 7 years;
- The agent has not been convicted of a felony or any business related misdemeanor in the last 7 years nor currently a respondent/defended in any;
- The agent has not been censured, fined, reprimanded or otherwise disciplined by a grantor of an accredited designation in the last 7 years;
- The agent has not filed for bankruptcy in the last 7 years;
- The agent is not aware of any facts or circumstances that could lead to a claim;
- The agent has all needed licenses;
- The agent has not generated more than \$5M in revenue during the last 12 months;

P&C Criteria:

- The agent has not generated more than \$250K in revenue from P&C product sales;
- Insured cannot have more than one P&C producer;

Rates:

\$1M/\$2M Limit Option:

Option A: \$329 per Agent (Life, Accident Health only);

Option B: \$411 per Agent (Option A plus Fixed and Indexed Annuities);

Option C: \$529 per Agent (Options A and B plus Variable Insurance Products and Mutual Funds);

Option D: \$263 per Agent (Medical Supplement, Final Expense, Mortgage Life only);

New Agent Options:

Option A: \$244 per Agent (Life, Accident Health only);

Option B: \$323 per Agent (Option A plus Fixed and Indexed Annuities);

Option C: \$491 per Agent (Options A and B plus Variable Insurance Products and Mutual Funds);

Option D: \$244 per Agent (Medical Supplement, Final Expense, Mortgage Life only);

P&C Options:

P&C – P.: \$525 Personal Lines P&C;

P&C – PC: \$1,114 Personal and Limited Commercial Lines P&C;

P&C + Life Options:

P&C - PLA: \$725 (Personal Lines P&C and Life (Option A);

P&C – PCLA: \$1,400 (Personal/Limited Commercial Lines P&C and Life (Option A);

P&C – PLB: \$815 Personal Lines P&C and Life (Option B);

P&C – PCLB: \$1,490 Personal/Limited Commercial Lines P&C and Life (Option B);

P&C – PLC: \$915 Personal Lines P&C and Life (Option C);

P&C – PCLC: \$1,590 Personal/Limited Commercial Lines P&C and Life (option C);

Limited Commercial means the following products:

- Commercial general liability insurance policies (CGL), Worker's compensation or employer's liability insurance policies, Directors and officers liability insurance policies, Employment practices liability insurance policies, Surety bonds, Professional liability insurance policies, Business owners package insurance policies, Commercial package insurance policies, Crime insurance policies, Umbrella insurance policies and Business interruption policies.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL MEDIA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

It is here by understood and agreed that:

- I. SECTION IV – DEFINITIONS, Paragraph P., **Professional Services**, is amended by adding the following paragraph to the end thereof;

When solely in connections with or incidental to such profession's outlined in paragraph P.;

The use of **Social Media**;

- II. SECTION IV – DEFINITIONS is amended by adding the following to the end thereof:

Social Media means a form of internet marketing which seeks to achieve the marketing and communications goals of an **Insured's** business as an **Agent** or **Managing Agent** or **Registered Representative** through the participant in various internet social media networks.

- III. SECTION V – EXCLUSIONS is amended by adding the following to the end thereof:

An **Insured** based upon or arising out of or in any way involving any regulatory proceeding brought by any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency or any self-regulatory agency, in any capacity based upon or arising out of the **Insured's** use of **Social Media** provided, however, that this exclusion shall not apply to any **Claim** by an official of such agency or organization if such official is bringing the **Claim** in his or her capacity as a direct client of an **Insured** and not as an official of such agency or organization;

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE WAIVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the deductible on the first **Claim** brought against an **Agent** shall be waived up to a maximum amount of \$500 for Life products and \$2,500 for Disability and/or Fixed Annuities.

This waiver shall apply only to those **Agents** who have participated in the SuranceBay E&O program continuously for twelve (12) months immediately preceding the date the **Claim** is made and reported.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRYPTO CURRENCY AND NFT EXCLUSION ENDORSEMENT

CLAIM EXPENSES, AS WELL AS DAMAGES, ARE INCLUDED WITHIN AND WILL REDUCE THE LIMITS OF LIABILITY.

This endorsement modifies insurance provided under the following:

Section **V** – Exclusions, is amended to include the following:

This Policy shall not apply to, and the **Insurer** shall pay neither **Damages** nor **Claim Expenses** for, any **Claim**:

Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving, in whole or in part, individually or in conjunction with other matters, **Crypto Currency** and/or **NFT**; however this Exclusion shall not apply to mutual funds or securities registered with the Securities and Exchange Commission that are publicly traded on a national exchange.

Section **IV** – Definitions, is amended to include the following:

Crypto Currency means digital, computerized or on-line medium of exchange, including, but not limited to, any kind of virtual or electronic currency, that: (i) is not issued or guaranteed by a government central bank, domestic or foreign government or other public authority; or (ii) not adopted or authorized by a domestic or foreign government as a part of its currency.

NFT means a non-fungible token, which is any digital or virtual asset or unit of data stored on blockchain or other digital or virtual ledger, which represents a tangible or intangible item, such as, without limitation, graphic art, GIF, music, video or collectible, and grants or certifies the holder's ownership rights to such item, in whole or in part.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK AMENDATORY

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

- I. The preamble preceding Section I – Insuring Agreements is replaced by the following:

PLEASE READ THIS ENTIRE POLICY CAREFULLY. CONSULT YOUR BROKER OR OTHER REPRESENTATIVE IF YOU DO NOT UNDERSTAND ANY TERMS OR PROVISIONS OF THIS POLICY.

THIS IS A CLAIMS MADE POLICY. SUBJECT TO ITS TERMS AND PROVISIONS, THIS POLICY ONLY AFFORDS COVERAGE FOR CLAIMS FIRST MADE AGAINST THE INSURED DURING THE CERTIFICATE PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

THIS POLICY PROVIDES INSURANCE TO THE AGENT OR MANAGING AGENT SHOWN IN THE CERTIFICATE OF INSURANCE SUBJECT TO THE MASTER POLICY DECLARATIONS ISSUED TO THE SPONSORING COMPANY. THE TERM POLICY, AND ANY ENDORSEMENTS THERETO, MEANS BOTH MASTER POLICY AND CERTIFICATES.

WORDS OR PHRASES IN BOLD MAY HAVE SPECIAL MEANING. REFER TO SECTION IV – DEFINITIONS.

- II. Section I – Insuring Agreements is replaced by the following:

A. Agents Professional Liability

The **Insurer** shall pay, on behalf of an **Agent**, **Damages** which an **Agent** becomes legally obligated to pay because of a **Claim** that is made against an **Agent** during the **Certificate Period**, or as allowed by Section X – Notice Of Claim below, or during an Extended Reporting Period, if applicable, for a **Wrongful Act** or **Interrelated Wrongful Act** committed solely in the rendering of or failing to render **Professional Services** by an **Agent**, provided:

1. Such **Wrongful Act** or any **Interrelated Wrongful Act** occurred on or after the **Retroactive Date** and before the end of the **Certificate Period**; and
2. As of the inception date of the Policy as shown in the Master Policy Declarations, or the effective date of the **Agent's** enrollment for coverage hereunder as shown in the Certificate Of Insurance, no **Insured** had knowledge that the **Wrongful Act** or any **Interrelated Wrongful Act** could result in a Claim.

- III. Paragraphs **A. and D.** of Section II – Defense and Claims Expenses are amended as follows:

Paragraph **A.** is replaced as follows:

The **Insurer** shall have the right and duty to defend a **Claim** against an Insured seeking **Damages** that is covered by the Policy, even if the **Claim** is groundless, false or fraudulent.

Paragraph **D.** is amended as follows:

1. The **Insured** may control selection of defense counsel when a conflict of interest arises between the **Insured** and the **Insurer** as set forth above.

- IV. Section IV – Definitions is amended as follows:

A. Paragraph **E** is replaced by the following:

E. Claim means a written demand received by an **Insured** for **Damages** (including pleadings received in a civil litigation or arbitration) because of an actual or alleged **Wrongful Act**.

A **Claim** does not include the following:

1. A demand for declaratory, injunctive or other non-monetary relief;

2. Any form of criminal proceeding; or
3. Any proceeding commenced by a governmental or quasi-governmental official or agency or any self-regulatory official or agency including, but not limited to, any disciplinary proceedings by such official or agency.

B. Paragraph **F.** is replaced by the following:

F. Claim Expenses means reasonable and necessary amounts incurred by the **Insurer** in the defense of a **Claim** that is covered under this Policy, including attorneys' fees, costs of investigation, court or arbitration costs and premiums for appeal, attachment or similar bonds. The **Insurer**, however, is not required to provide such bonds. Claim Expenses do not include the wages, salaries, fees or costs of the directors, officers, employees, representatives, in-house counsel, agents or servants of any **Insured**.

C. Paragraph **G.** Damages, item **1.** is replaced by the following:

1. Taxes, fines or penalties

D. The following is added to Paragraph **Q.**:

Q. The **retroactive date** may not be changed during the term of this coverage or any extended reporting period and shall be concurrent with the effective date of the Policy.

V. Section **V** – Exclusions is amended as follows:

The last paragraph of Exclusion **D.** is replaced by the following:

An actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute of one **Agent** or **Managing Agent** will not be imputed to another **Agent** or **Managing Agent**.

Exclusion **I.** does not apply to admitted carriers or residual markets.

The following is added to Section **V** – Exclusions:

This Policy shall not apply to, and the **Insurer** shall pay neither **Damages** nor **Claim Expenses** for any **Claim** brought or maintained by or on behalf of a putative or certified class pursuant to Rule 23, Federal Rules of Civil Procedure, or a similar state rule of civil procedure.

VI. Section **VII** – Limits Of Liability is replaced by the following:

A. Limit Of Liability Each Claim:

Subject to Paragraph **B.** below, the limit of the **Insurer's** liability for **Damages** for a **Claim** made against an **Insured** during the **Certificate Period**, or as allowed by Section **X** – Notice Of Claim below, shall not exceed the Each Member Limit Of Liability Each Claim shown in the Certificate Of Insurance.

The Each Member Limit Of Liability Each Claim does not include **Claim Expenses**. However, the **Insurer's** obligations under this Policy as to a **Claim** against an **Insured**, including the duty to defend and pay **Claim Expenses**, shall cease after the applicable Each Member Limit Of Liability Each Claim has been exhausted by the payment of **Damages**. The Each Member Limit Of Liability Each Claim is applicable to each **Insured**.

B. Limit of Liability Aggregate:

The Limit Of Liability for **Damages** for all **Claims** made against an **Insured** during the **Certificate Period**, or as allowed by Section **X** – Notice Of Claim below, shall not exceed the Each Member Limit Of Liability Aggregate shown in the Certificate Of Insurance.

The Each Member Limit Of Liability Aggregate does not include **Claim Expenses**. However, the **Insurer's** obligations under this Policy as to all **Claims** against an **Insured**, including the duty to defend and pay **Claim Expenses**, shall cease after the applicable Each Member Limit Of Liability Aggregate has been exhausted by the payment of **Damages**. The Each Member Limit Of Liability Aggregate is applicable to each **Insured**. The Policy Aggregate shown on the declarations page shall not apply to **Insureds** domiciled in the state of New York.

VII. Section **VIII** – Deductible is replaced by the following:

The Deductible shown in the Certificate Of Insurance shall apply to **Damages**, if any, that are incurred in each **Claim**. In addition, the Deductible shown in the Certificate Of Insurance shall apply to each individual certificate holder on an individual basis. The **Insurer** will pay **Damages** for which the **Insurer** is liable, including any Deductible. Any Deductible amount paid by the **Insurer** shall be promptly reimbursed by the **Insured**.

VIII.Section **IX** – Multiple Claims is amended as follows:

Paragraph **A.2.** is replaced by the following:

When notice was provided concerning a **Wrongful Act, Interrelated Wrongful Acts, Management Wrongful Act, or Interrelated Management Wrongful Acts** giving rise to such **Claim** under the policy;

Paragraph **B.** is deleted.

IX. Section X – Notice Of Claim is replaced by the following:

- A.** The **Insured** shall give the **Insurer** written notice of a **Claim** made against the **Insured** as soon as reasonably possible
- B.** Written notice of a **Claim** shall be addressed to the **Insurer**.
- C.** A **Claim** shall be deemed made at the time when the **Insurer** receives written notice.
- D.** The **Insured** shall provide the **Insurer** with copies of all documents received by the **Insured** concerning a **Claim**, including, but not limited to, a summons, complaint, statement of claim or any other papers served in a civil litigation or arbitration. In addition, the **Insured** shall provide the **Insurer** with the following:
 - 1. The name of the claimant;
 - 2. The name of each **Insured** involved in the **Claim**;
 - 3. A detailed description of the **Wrongful Act** giving rise to the **Claim**;
 - 4. The **Damages** that may result from the **Claim**; and
 - 5. The circumstances by which the **Insured** became aware of the **Claim**.
- E.** Failure to give notice as required under this coverage shall not invalidate any **Claim** made by the **Insured**, an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced the **Insurer** except as provided that the **Claim** shall be made during the **Policy Period**, any renewal thereof, or any Extended Reporting Period, However, no **Claim** made by the **Insured**, an injured person or any other claimant will be invalidated if it can be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter. Notice given by or on behalf of the **Insured**, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the **Insurer**, in this state, with particulars sufficient to identify the **Insured** will be considered notice to the **Insurer**.
- F.** With respect to all **Claims**, except property damage claims, which are covered under this policy arising out of a loss covered by this Policy to any person, if the **Insurer** disclaims liability or denies coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the **Insurer**, in which the sole question is the **Insurer's** disclaimer or denial based on the failure to provide timely notice unless within sixty days following such disclaimer or denial, the **Insured** or the **Insurer** initiates an action to declare the rights of the parties under the insurance policy and names the injured person or other claimant as a party to the action.

X. Section XI. Notice of a Wrongful Act is replaced by the following:

- A.** An **Insured** may provide the **Insurer** with written notice of a **Wrongful Act** committed during the **Certificate Period** which reasonably may be expected to give rise to a **Claim** as soon as reasonably possible after the **Wrongful Act** becomes known to the **Insured**. Such notice may not be provided after the **Certificate Period** expires, nor during any Extended Reporting Period.
- B.** The **Insured** shall provide the **Insurer** with the following concerning any such **Wrongful Act** :
 - 1. The name of the potential claimant;
 - 2. The name of each **Insured** allegedly responsible for such **Wrongful Act**;
 - 3. A detailed description of the fact, allegation, circumstance or situation that could result in a **Claim**;
 - 4. The **Damages** that may result from the **Wrongful Act**;
 - 5. The circumstances by which the **Insured** became aware of the **Wrongful Act** or; and
 - 6. The reasons for anticipating a **Claim**.
- C.** A **Claim** arising from a **Wrongful Act** and made in accordance with Paragraphs **A.** and **B.** above shall be deemed to have been first made when the **Insurer** receives written notice of the **Wrongful Act**.
- D.** Such written notice of a **Wrongful Act** which reasonably may be expected to give rise must be given to the **Insurer**.
- E.** Failure to give notice as required under this coverage shall not invalidate any **Claim** made by the **Insured**, an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced the **Insurer** except as provided that the **Claim** shall be made during the **Policy Period**, any renewal thereof, or any Extended Reporting Period, However, no **Claim** made by the **Insured**, an injured person or any other claimant will be invalidated if it can be shown not to have been

reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter. Notice given by or on behalf of the Insured, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the Insurer, in this state, with particulars sufficient to identify the Insured will be considered notice to the Insurer

- F. With respect to all Claims, except property damage claims, which are covered under this policy arising out of a loss covered by this policy to any person, if the Insurer disclaims liability or denies coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the Insurer, in which the sole question is the Insurer's disclaimer or denial based on the failure to provide timely notice unless within sixty days following such disclaimer or denial, the Insured or the Insurer initiates an action to declare the rights of the parties under the insurance policy and names the injured person or other claimant as a party to the action.

XI. Section XII – Assistance And Cooperation is amended as follows:

Paragraph C. is deleted.

XII. Section XIII – Extended Reporting Periods is replaced by the following:

A. Group Extended Reporting Period

1. In the event of termination of this Policy, the **Insurer** will provide one or more Extended Reporting Periods as described below. Termination of this Policy means:
 - a. This Policy is canceled or nonrenewed by either the **Sponsoring Company** or the **Insurer**; or
 - b. The **Insurer or Sponsoring Company** renews or replaces this coverage with insurance that has any terms that are less favorable to the **Insured** including a decrease in limits, reduction of coverage, new exclusion, an increase in deductible or an increase in a self-insured retention or any other change in coverage less favorable to the **Insured**.The **Insurer** will not provide the Optional Extended Reporting Period if coverage is terminated in the first year of the claims-made relationship due to nonpayment of premium or fraud. If the policy is canceled at any time due to nonpayment of premium or fraud, the **Insurer** will not provide a premium quotation unless requested by the **Insured**.
2. Extended Reporting Periods do not extend the policy period or change the scope of the coverage provided. During an Extended Reporting Period, the **Sponsoring Company** may make **Claims** for **Wrongful Acts** or **Management Wrongful Acts** occurring on or after the **Retroactive Date** but before the date of termination. A **Claim** made under the Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy.
3. Extended Reporting Periods do not reinstate, increase or affect the applicable Limits Of Liability except as provided in 5. Below.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the termination of the policy and lasts for 60 days for all **Claims**.
5. An Optional Extended Reporting Period is available, but only by endorsement and only for an extra charge of 200% of the total annual premium paid. The **Insurer** will notify the **Sponsoring Company** within 30 days of the date of termination of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. This optional period, if purchased, starts 60 days after termination of the policy. The **Sponsoring Company** must give written acceptance of the optional extended reporting period coverage within the greater of 60 days after termination of the policy or 30 days from the date of mailing or delivery of our notice advising you of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage to request the Optional Extended Reporting Period. The Optional Extended Reporting Period will not go into effect unless any additional premium is paid promptly when due. This Optional Extended Reporting Period, if purchased, shall be for 3 years, commencing 60 days after the termination of the policy and ending 36 months thereafter.

The **Insurer** will issue an endorsement to the **Sponsoring Company** which shall set forth the terms, not inconsistent with this provision, applicable to the Optional Extended Reporting Period including a provision indicating that the coverage afforded to **Claims** made during this period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts and will apply in the event of exhaustion of the amount of the subsequent insurance by the payment of **Claims**.

If the Optional Extended Reporting Period is in effect, the **Insurer** will provide a separate aggregate limit of insurance, but only as respects **Claims** first made during the Optional Extended Reporting Period. The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.
6. During the claims made relationship and any Extended Reporting Period, a person employed by or otherwise affiliated with the **Sponsor Company** and covered by the **Sponsor Company's** claims-made policy during such affiliation shall continue to be covered under such Policy and any Extended Reporting Period after the affiliation has ended for such

person's covered **Wrongful Acts** or **Management Wrongful Acts** during such affiliation.

If the claims-made coverage is issued to the **Sponsor Company** and the **Sponsor Company** is a corporation, partnership or other entity, the claims-made coverage shall provide Extended Reporting Period coverage upon termination of coverage to any person covered under this policy if:

- a. Such entity has been placed in liquidation or bankruptcy or permanently ceases operation;
- b. The entity or its designated trustee does not purchase Extended Reporting Period coverage; and
- c. Such person requests the Extended Reporting Period coverage within 120 days of the termination of coverage. However, the **Insurer** has no obligation to provide any notice to such person of the availability of the Extended Reporting Period coverage.

B. Agent Or Managing Agent Extended Reporting Period

1. In the event of termination of this coverage, the **Insurer** will provide one or more Extended Reporting Periods as described below. Termination of this coverage means:
 - a. This coverage is canceled or nonrenewed by either the **Agent, Managing Agent** or the **Insurer**; or
 - b. The **Insurer, Agent or Managing Agent** renews or replaces this coverage with insurance that has any terms that are less favorable to the **Insured** including a decrease in limits, reduction of coverage, new exclusion, an increase in deductible or an increase in a self-insured retention or any other change in coverage less favorable to the **Insured**. The **Insurer** will not provide the Extended Reporting Period if coverage is terminated in the first year of the claims-made relationship due to nonpayment of premium or fraud.
2. Extended Reporting Periods do not extend the policy period or change the scope of the coverage provided. During an Extended Reporting Period, the **Agent or Managing Agent** may make **Claims** for **Wrongful Acts** occurring on or after the **Retroactive Date** but before the date of termination. A **Claim** made under the Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be made during an Extended Reporting Period.
3. Extended Reporting Periods do not reinstate, increase or affect the applicable Limits Of Liability except as provided in 5. Below.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the termination of the policy and lasts for 60 days for all **Claims**.
5. An Optional Extended Reporting Period is available, but only by endorsement and only for an extra charge of 200% of the total annual premium paid. The **Insurer** will notify the **Agent or Managing Agent** within 30 days of the date of termination of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. This optional period, if purchased, starts 60 days after termination of the policy. The **Agent or Managing Agent** must give written acceptance of the extended reporting period coverage within the greater of 60 days after termination of the policy or 30 days from the date of mailing or delivery of the **Insurer's** notice advising the **Agent or Managing Agent** of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage to request the Optional Extended Reporting Period. The Optional Extended Reporting Period will not go into effect unless any additional premium is paid promptly when due. This Optional Extended Reporting Period, if purchased, shall be for 3 years, commencing 60 days after the termination of the policy and ending 36 months thereafter.

The **Insurer** will issue an endorsement to the **Agent or Managing Agent** which shall set forth the terms, not inconsistent with this provision, applicable to the Optional Extended Reporting Period including a provision indicating that the coverage afforded to **Claims** made during this period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts and will apply in the event of exhaustion of the amount of the subsequent insurance by the payment of **Claims**.

If the Optional Extended Reporting Period is in effect, the **Insurer** will provide a separate aggregate limit of insurance, but only as respects **Claims** first made during the Optional Extended Reporting Period. The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

6. During the claims made relationship and any Extended Reporting Period, a person employed by or otherwise affiliated with the **Agent or Managing Agent** and covered by the **Agent's** or **Managing Agent's** claims-made policy during such affiliation shall continue to be covered under such Policy and any Extended Reporting Period after the affiliation has ended for such person's covered **Wrongful Acts** during such affiliation.

If the claims-made coverage is issued to the **Agent or Managing Agent** and the **Agent or Managing Agent** is a corporation, partnership or other entity, the claims-made coverage shall provide Extended Reporting Period coverage upon termination of coverage to any person covered under this policy if:

- a. Such entity has been placed in liquidation or bankruptcy or permanently ceases operation;
- b. The entity or its designated trustee does not purchase Extended Reporting Period coverage; and

- c. Such person requests the Extended Reporting Period coverage within 120 days of the termination of coverage. However, the **Insurer** has no obligation to provide any notice to such person of the availability of the Extended Reporting Period coverage.

C. Automatic Agent Or Managing Agent Extended Reporting Period Due To Disability, Retirement or Death

1. If an **Agent** or **Managing Agent** becomes disabled, retires from the business of providing **Professional Services** in accordance with the formal retirement procedures of the **Sponsoring Company**, or dies, then such **Insured** or the estate of the deceased **Insured** shall have an automatic Extended Reporting Period of 2 years commencing on the date of the **Insured's** disability, retirement or death and ending 24 months thereafter during which to make **Claims** for **Wrongful Acts** occurring on or after the **Retroactive Date** but before the **Insured's** disability, retirement or death. A **Claim** made under this Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be made during this Extended Reporting Period.
2. Notwithstanding any other provision of this Policy, the Extended Reporting Period provided herein shall apply in excess of other valid and collectible insurance available to an individual **Insured** or the estate of a deceased **Insured** and will apply in the event of exhaustion of the amount of the subsequent insurance by the payment of **Claims**.
3. The Extended Reporting Period provided herein shall not reinstate, increase or otherwise affect the applicable Limits Of Liability nor extend the **Certificate Period**.
4. A **Claim** which is properly made during this Extended Reporting Period will be deemed to have been first made on the last day of the **Certificate Period**.
5. The Extended Reporting Period provided herein shall only apply if the **Insurer** continues coverage under a renewal or replacement policy issued to the **Sponsoring Company** 2 years after the **Insured's** disability, retirement or death. In the event that the **Insurer** does not continue coverage, the Extended Reporting Period provided herein shall end 30 days after the expiration date of the last policy issued by the **Insurer** to the **Sponsoring Company**.

D. Optional Agent Or Managing Agent Extended Reporting Period Due To Disability, Retirement Or Death

1. If an **Agent** or **Managing Agent** becomes disabled or retires from the business of providing **Professional Services** in accordance with the formal retirement procedures of the **Sponsoring Company**, or dies, then such **Insured** or the estate of the deceased **Insured** may elect to purchase an Optional Extended Reporting Period of 3 years commencing on the date of the **Insured's** disability, retirement or death and ending 36 months thereafter during which to make **Claims** for **Wrongful Acts** occurring on or after the **Retroactive Date** but before the **Insured's** disability, retirement or death. A **Claim** made under this Extended Reporting Period must be otherwise covered pursuant to the terms, provisions, conditions and exclusions of this Policy. Notice of **Wrongful Acts** that may result in **Claims** may not be made during this Extended Reporting Period. The cost of such optional Extended Reporting Period shall be 200% of the **Insured's** last annual premium, and must be paid within 60 days after termination of such **Agent's** contract with the **Sponsoring Company** because of disability, retirement or death.

The **Agent** or **Managing Agent** must give written acceptance of the optional extended reporting period coverage within the greater of 60 days after termination of the policy or 30 days from the date of mailing or delivery of the **Insurer's** notice advising the **Agent** or **Managing Agent** of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage to request the Optional Extended Reporting Period. The Optional Extended Reporting Period will not go into effect unless any additional premium is paid promptly when due. This Optional Extended Reporting Period, if purchased, shall be for 3 years, commencing 60 days after the termination of the policy and ending 36 months thereafter.

The **Insurer** will issue an endorsement to the **Agent** or **Managing Agent** which shall set forth the terms, not inconsistent with this provision, applicable to the Optional Extended Reporting Period

If the Optional Extended Reporting Period is in effect, the **Insurer** will provide a separate aggregate limit of insurance, but only as respects **Claims** first made during the Optional Extended Reporting Period. The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

2. Notwithstanding any other provision of this Policy, the Extended Reporting Period provided herein shall apply in excess of other valid and collectible insurance available to an individual **Insured** or the estate of a deceased **Insured** and will apply in the event of exhaustion of the amount of the subsequent insurance by the payment of **Claims**.
3. The Extended Reporting Period provided herein shall not reinstate, increase or otherwise affect the applicable Limits Of Liability nor extend the **Certificate Period**.
4. A **Claim** which is properly made during this Extended Reporting Period will be deemed to have been first made on the last day of the **Certificate Period**.

XIII. Section XIV – Termination of Coverage is replaced by Section XIV - Cancellation of Coverage:

A. Applicable to Agent or Managing Agent

1. The coverage afforded by this Policy shall end upon the earlier of:
 - a. The expiration date of the **Policy Period**;
 - b. Cancellation as provided by Paragraph **C.** below; or
 - c. The cancellation of **Agent** or **Managing Agent's** contract with the **Sponsoring Company** or **Broker/Dealer** to render **Professional Services**.
2. The **Agent** or **Managing Agent** may cancel participation in this Policy by sending written notice to the **Sponsoring Company** at the **Sponsoring Company's** address shown in the Certificate Of Insurance with the effective date of cancellation being no less than 30 days thereafter.

B. Applicable To Sponsoring Company

1. The coverage afforded by this Policy shall end upon the earlier of:
 - a. The expiration date of the **Policy Period**; or
 - b. Cancellation as provided by Paragraph **C.** below.
2. The **Sponsoring Company** may cancel this Policy by sending written notice to the **Insurer** with the effective date of cancellation being not less than 30 days thereafter. Proof of mailing the notice of cancellation shall be sufficient proof of such notice. If the **Sponsoring Company** cancels the Policy, the **Insurer** shall be deemed to have fully earned the premium for the Policy.

Applicable To Insurer

This Policy may be cancelled by the **Insurer** by providing written notice to the **Insured** and such **Insured's** agent or broker at the mailing address shown in the Policy no less than 20 days prior to the effective date of cancellation for policies that have been in effect less than 60 days. Proof of mailing the notice of cancellation shall be sufficient proof of such notice. If the **Insurer** cancels the Policy, the **Insured** shall receive a return of premium to be computed on a short rate basis proportional to the length of time from the inception date of the **Policy Period** to the cancellation date. If the Policy has been in effect 60 days or more, no notice of cancellation shall be effective until 15 days after a written notice of cancellation is provided to the **Insured** and to such **Insured's** agent or broker at the mailing address shown in the policy and such cancellation is based on one or more of the following:

- a. Nonpayment of premium provided that a notice of cancellation will inform the **Insured** of the amount due;
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a **Claim** thereunder;
- d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against and which occurred subsequent to inception of the current **Policy Period**;
- e. A determination by the superintendent that continuation of the present premium volume of the **Insurer** would jeopardize that **Insurer's** solvency or be hazardous to the interest of policyholders of the **Insurer**, its creditors or the public;
- f. A determination by the superintendent that the continuation of the policy would violate, or would place the **Insurer** in violation of, any provision of New York Insurance Laws; or
- g. Revocation or suspension of the **Insured's** license to practice.

Nothing contained herein shall limit, abrogate or negate the rights of the **Insurer** under law and equity to declare that the Policy is void based on material misrepresentations or omissions contained in the Application. No misrepresentation shall be considered material unless knowledge by the **Insurer** of the facts misrepresented would have led to a refusal by the **Insurer** to make such contract.

XIV. Section XV – Other Insurance is replaced by the following:

- A.** If any **Insured** has other insurance for a **Claim** made during the Policy Period, or as allowed by Section **X** – Notice of Claim, or Extended Reporting Period, if applicable, then this Policy shall be excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- B.** The foregoing shall not apply if such other insurance is specifically intended to be excess over the coverage afforded by the Policy.

XV. The following provisions are added to Section **XVII** – Other Provisions:

Nonrenewal Or Conditional Renewal

If the **Insurer** decides not to renew this Policy or to condition its renewal, written notice will be mailed or delivered by the **Insurer** to the **Insured** and the **Insured's** authorized agent or broker at the address shown in the Policy at least 60 days but no more than 120 days prior to the expiration date of this Policy. If the notice is mailed, proof of mailing will be sufficient proof of notice.

Transfer Of Duties When A Limit Of Insurance Is Used Up

If the **Insurer** determines that based on **Claims** which have been made and to which this insurance may apply that the Each Claim or Aggregate Limit is likely to be used up in the payment of judgments or settlements, the **Insurer** will notify the **Insured**.

When a limit of insurance described above has actually been used up in the payments of judgments or settlements, the **Insurer** will notify the **Insured** in writing as soon as reasonably possible that such limit has actually been used up and that the **Insurer's** duty to defend **Claims** seeking **Damages** subject to that limit has also ended.

The **Insurer** will initiate, and cooperate in, the transfer of control to any appropriate **Insured** of all **Claims** seeking **Damages** which are subject to that limit and which are made to the **Insurer** before that limit is used up. The **Insured** must cooperate in the transfer of control of said **Claims**.

The **Insurer** agrees to take such steps, as deemed appropriate, to avoid a default in, or continue the defense of such **Claims** until such transfer is completed, provided the appropriate **Insured** is cooperating in completing such transfer.

The **Insurer** will take no action with respect to any **Claim** seeking **Damages** that would have been subject to that limit, had it not been used up, if the **Claim** is made after that limit of insurance has been used up.

Any **Insured** involved in a **Claim** seeking **Damages** subject to that limit must arrange for the defense of such **Claim** within such time period as agreed to between the appropriate **Insured** and the **Insurer**. Absent any such agreement, arrangements for the defense of such **Claim** must be made as soon as reasonably possible.

The **Insured** will reimburse the **Insurer** for expenses incurred in taking those steps deemed appropriate in accordance with the above. The duty of the **Insured** to reimburse the **Insurer** will begin on the date on which the applicable limit of insurance is used up if the **Insurer** sent notice in accordance with the above providing notice that a **Claim** would likely deplete the limits or the date on which the **Insurer** actually sent the notice indicating that the limit was used up.

The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of the **Insurer's** duty to defend, will not be affected by the **Insurer's** failure to comply with any of the provisions of this Provision.

XVI. Paragraphs **C** and **D** of Section **XVII**- Other Provisions are amended as follows:

Paragraph . **C**. is replaced by the following:

- C.** By acceptance of this Policy, the **Sponsoring Company** agrees to act on behalf of the **Insureds** for all purposes including but not limited to the negotiation of the terms of the Policy, collection of premium from **Insured** certificate holders, remittance of premiums to the **Insurer**, acceptance of return premiums, receipt and acceptance of any endorsement issued to form a part of the Policy and giving and receiving notice of cancellation, termination or non-renewal of the Policy. Failure to remit premiums to the **Insurer** by the **Sponsoring Company** shall not constitute nonpayment of premium by an **Insured** certificate holder if such **Insured** certificate holder has paid the **Sponsoring Company** in a timely manner.

Paragraph , **D.1.** is replaced by the following:

- 1.** No action shall be taken against the **Insurer** unless, as a condition precedent thereto, an **Insured** has fully complied with all the terms and provisions of this Policy. In addition, no action shall be taken against the **Insurer** until the amount of the **Insured's** obligation or liability to a third party has been finally determined by an award or judgment against an **Insured** in an actual adjudicatory proceeding and said judgment remains unsatisfied at the expiration of 30 days after final award or judgment.

All other terms and conditions remain unchanged.

**MARKEL AMERICAN INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AMENDATORY

This endorsement modifies insurance provided under the following:

COMPANY SPONSORED LIFE INSURANCE AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

Section **XIV** – Termination of Coverage is amended as follows:

A. Paragraph **2.** of **B.** Applicable To Sponsoring Company is replaced by the following:

The **Sponsoring Company** may terminate the Policy by sending written notice to the **Insurer** stating the effective date of termination being not less than 30 days thereafter. Proof of mailing the notice of termination shall be sufficient proof of such notice. If the **Sponsoring Company** terminates the Policy, the **Insurer** shall return premium computed on a short rate basis proportional to the length of time from the inception date of the **Policy Period** to the termination date. Payment or tender of unearned premium shall not be a condition of cancellation. If the return premium is not refunded with the notice of cancellation or when the Policy is returned to the **Insurer**, the **Insurer** will mail any refund greater than \$5.00 within 15 working days after the date cancellation takes effect, unless this is an audit Policy.

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

The cancellation will be effective even if the **Insurer** has not made or offered a refund.

B. The following is added to Paragraph **C.** Applicable To Insurer:

Cancellation of Policies In Effect

a. For 90 days Or Less

If this Policy has been in effect for 90 days or less, the **Insurer** may cancel this Policy in accordance with Paragraphs **C.1.** and **C.2.**, except the **Insurer** may cancel immediately if there has been:

- (1) A material misstatement or misrepresentation; or
- (2) A failure to comply with the underwriting requirements established by the **Insurer**.

b. For More Than 90 days

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

- (1) Non-payment of premium in accordance with Paragraph **C.2.**;
- (2) The Policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the Insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the Policy; or
- (5) The cancellation is for all **Insured's** under such policies for a given class of **Insureds**.

If the **Insurer** cancels for any of the reasons other than **b.(1)** above, the **Insurer** will cancel in accordance with Paragraph **C.1.** and the notice will state the reason for cancellation and the **Policy Period** will end on that date.

If this Policy is canceled for other than non-payment of premium, the **Insurer** will send the **Sponsoring Company** any premium refund due, in accordance with paragraph **C.1.** Payment or tender of unearned premium shall not be a condition of cancellation.

If the return premium is not refunded with the notice of cancellation or when the Policy is returned to the **Insurer**, the **Insurer** will mail any refund greater than \$5.00 within 15 working days after the date cancellation takes effect, unless this is an audit Policy.

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

The cancellation will be effective even if the Company has not made or offered a refund.

C. The following is added to Section **XIV – Termination of Coverage**:

This Policy may be nonrenewed by the **Insurer** by mailing or delivering written notice to the **Sponsoring Company** at the address shown in the Master Policy Declarations with the effective date of termination being not less than 45 days thereafter. Proof of mailing the notice of termination shall be sufficient proof of such notice.

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.