



American Agents Alliance – Outline of Coverage

New Agencies in Business for Less Than 2 Years, 1 Producer & Less than \$150,000 in Annual Revenue

Insurer:

Markel American Insurance Company (an Admitted Company)

Rated A (Excellent);, XV by A.M. Best*.

*The information obtained from A.M. Best dated September 30, 2022 is not in any way CalSurance Associates' warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of publication.

Effective Date

September 1, 2023 - September 1, 2024

Those enrollments after 9/01/23 will receive 12 months of coverage beginning on their effective date.

Producer & Program Administrator

CalSurance Associates

A Division of Brown & Brown Program Insurance Services, Inc.

California License # 0B02587

Phone: (800) 745-7189 Fax: (800) 607-6875

Email: alliance@calsurance.com

Direct Online Enrollment: www.calsurance.com/agentsalliance

Claims Administration:

Lancer Claims Services

A Division of Brown & Brown Program Insurance Services, Inc.

Named Insured

Member Agencies who have paid their premium and whose names are on file with the insurer.

Insured

-An Agent, agency or Managing Agent (MA)

-A business entity owned by and in which an Agent or MA has an ownership interest, or in which an Agent or MA is an employee, but solely with respect to the liability of such organization as it arises out of an Agent or MA rendering or failing to render Professional Services

-A person acting on behalf of an Agent or MA, who was or is a partner, officer, director, stockholder or an employee of an Agent or MA, or the business entity of an Agent or Managing Agent but only with respect to the Professional Services of an Agent or MA

-Heirs, executors or legal representatives of an Agent or MA

Limits of Liability

\$1,000,000 each Claim / \$1,000,000 Aggregate each Agent/agency

Important Note: Each enrolled agency is provided their own Limits of Liability just as if they had purchased a stand-alone policy. This program has no policy aggregate Limits of Liability.

Cyber Management Coverage

-\$100k each Claim/\$100k Agent Aggregate/\$1M Policy Agg

-\$5,000 Deductible

-Defense Costs are within the sublimit of liability

Defense Costs

In Addition to the Limits of Liability subject to a maximum of \$1,000,000

Professional Services:

Coverage for the sale and servicing of:

Option 1 - Personal Lines P&C Only (includes Homeowners, Auto, Renters, Personal Flood, Personal Quake)

Option 2 - P&C (Personal & Commercial Lines)

Option 3 - P&C and Life

Deductibles:

\$2,500 or \$5,000 or \$10,000

Applies to Damages Only

If you have been continuously insured in this program and have not had a claim made against you during the last three years, the Deductible will be reduced by 50% for the first covered claim made during the current policy period.

Retroactive Date

The Retroactive Date will be the inception Date of the Agent's first claims-made property and casualty insurance agent's professional liability policy from which date coverage has been maintained in force without interruption.

Optional: Limited EPLI Coverage (Wrongful Termination).

Current member agencies of American Agents Alliance meeting all of the eligibility criteria, are eligible to purchase this optional coverage. Limits available are part of, and not in addition to the aggregate Limit of Insurance for all claims made during the Policy Period.
\$250,000 Each Claim Each Agent/\$1,000,000 Aggregate Each Agent; or
\$500,000 Each Claim Each Agent/\$1,000,000 Aggregate Each Agent

Extended Reporting Period

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 report Claims for Wrongful Acts or Management 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. Optional Extended ERPs are available for 3 years for 200%, 5 years for 300%, or an unlimited time for 400% of the Insured's last annual premium.

Risk Purchasing Group

By applying for this insurance Agents are applying for membership in the Financial Sales Professionals Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). There is no additional charge for membership.

Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting www.calsurance.com/agentsalliance. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions and exclusions of the actual policy. In all circumstances the actual policy language will prevail.

American Agents Alliance Exclusions (including, but not limited to):

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, provided, however, that this Exclusion shall not apply to any Claim otherwise covered under Section I – Insuring Agreement B. Managing Agents Management Liability;
 - 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;
 - C. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
 - 1. Any Wrongful Act or Management Wrongful Act alleged 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 or Management Wrongful Act, whenever occurring, which together with a Wrongful Act or Management Wrongful Act which has been the subject of such Claim or notice, would constitute Interrelated Wrongful Acts or Interrelated Management 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 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 trust 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,

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**American Agents Alliance Exclusions (including, but not limited to):
continued**

- L. *continued* - 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; and
 - 7. Any Securities that are wholly or partially owned by any Insured; and
- 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 and 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;
- 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,

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continued**

- X.** *continued* - Desert Capital REIT, Provident Royalties, DBSI Management Products, Black Diamond Program, Shale Royalties, IMH Secured Loan, LLC, Geneva Exchange, LLC/The Geneva Organization, GWG L Bonds and/or GWG Holdings, Inc., ARC Hospitality Trust, United Development Funding IV ("UDF IV"), United Development Finding Income Fund V ("UDF V"), Atlas Growth Partners, LP, Ascendant Capital, LLC/Ascendant Alternative Strategies, LLC, GPB Capital Holdings, LLC and/or any company corporation, parent, subsidiary, partnership, or other business entity directly or indirectly owned or controlled by or associated or affiliated with GPB Capital Holdings, LLC or any employee, partner, officer, director, agent, representative or other person associated with any of the foregoing;
- Y.** Any **Claim** based upon or arising out of water intrusion, condensation or other accumulation of moisture that results directly or indirectly in the presence of 1. any FUNGUS(I) or SPORE(S); or 2. any substance, vapor or gas produced by or arising out of any FUNGUS(I) or SPORE(S).

NOTE: 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 Securities 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.

Cyber Management 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 or 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. Find 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 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.

Optional Wrongful Termination Coverage Exclusions:

- Based upon or arising from, or attributable to a breach of any agreement, whether written or oral, to limit grounds for termination of employment to specific clauses;
- Based upon or arising from, or attributable to a breach of any express contract, whether written or oral, to pay any set wages or benefits, overtime, bonuses, commissions, severance payments or any similar payments, or to provide or continue benefits of any kind;
- Based upon, arising out of or attributable to any actual or alleged violation of the responsibilities, obligations, or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act) and any other law concerning wage and hour practices, including, but not limited to any Claim for off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversions, unjust enrichment, or unfair business practices.

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