

THIS IS A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY ONLY COVERS **CLAIMS** FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** OR **EXTENDED REPORTING PERIOD**, IF APPLICABLE, AND REPORTED TO THE COMPANY IN WRITING DURING THE **POLICY PERIOD**, BUT IN NO EVENT LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE. **CLAIMS EXPENSES** ARE INCLUDED WITHIN, AND WILL REDUCE, THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY, AND CONSULT WITH YOUR BROKER/AGENT OR OTHER PROFESSIONAL TO THE EXTENT YOU DO NOT UNDERSTAND ANY TERMS OR CONDITIONS OF THIS POLICY.

WORDS THAT APPEAR IN BOLD PRINT HAVE SPECIAL MEANINGS AND ARE DEFINED SEPARATELY. WHENEVER A SINGULAR FORM OF A WORD IS USED, THE SAME WILL INCLUDE THE PLURAL WHEN REQUIRED BY CONTEXT.

In consideration of the payment of the premium, and in reliance upon the **Application** which shall be the basis of this Policy and deemed to be incorporated herein, and subject to all the terms and conditions of this Policy, the Company and the **Insured** agree as follows:

**I. INSURING AGREEMENT**

The Company shall pay on behalf of the **Insured** all sums in excess of the Deductible set forth in Item 4 of the Declarations which the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against the **Insured** during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Wrongful Act** by an **Insured**, provided that:

- A. The **Wrongful Act** was first committed on or after the **Retroactive Date** and before the expiration of the **Policy Period**;
- B. No **Insured** gave notice to any prior insurer of such **Wrongful Act**;
- C. The **Insured** reported such **Claim** in writing to the Company, as soon as practicable, during the **Policy Period**, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable;
- D. Prior to the Inception Date of this Policy, no **Insured** knew or could have reasonably foreseen that such **Wrongful Act** might give rise to a **Claim**; and
- E. There is no other policy or policies which provide insurance for such **Wrongful Act**.

**II. EXTENSIONS OF COVERAGE**

Subject to all other terms and conditions of this Policy, the following Extensions of Coverage shall apply:

**A. Disciplinary Proceedings**

- 1. In addition to the Limit of Liability, the Company shall reimburse the **Insured** for reasonable and necessary attorney's fees and costs incurred in responding to a **Disciplinary Proceeding** first commenced against an **Insured**, during the **Policy Period**, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable.

2. The maximum payment by the Company pursuant to this Section II. A. **Extensions of Coverage**, shall be \$10,000 for each **Agent** solely in connection with **Professional Services** rendered by such **Agent**, regardless of the number of **Disciplinary Proceedings**.
3. Pursuant to this Section II. A. **Extensions of Coverage**:
  - a. No payments made by the Company shall apply to the Deductible; and
  - b. The Company shall not pay any amount until the conclusion of the **Disciplinary Proceeding** and only if such **Disciplinary Proceeding** has not resulted in the suspension or revocation of the **Insured's** license.

## B. Subpoena Compliance

1. In addition to the Limit of Liability, the Company shall pay reasonable attorney's fees and costs, subject to Section VI. **Defense, Consent, and Settlement**, in connection with the receipt of a subpoena by the **Insured** during the **Policy Period** or during the **Extended Reporting Period**, if applicable, for document production or representation in giving sworn testimony related to **Professional Services**, which is issued in connection with a lawsuit which the **Insured** is not party.
2. The maximum payment by the Company pursuant to this Section II. B. **Extensions of Coverage**, shall be \$10,000 for each **Agent** solely in connection with **Professional Services** rendered by such **Agent**, regardless of the number of subpoenas.
3. Pursuant to this Section II. B. **Extensions of Coverage**, no payments made by the Company shall apply to the Deductibles.

## C. Privacy Breach

1. The Company shall pay a **Privacy Breach** Sublimit of Liability on behalf of the **Insured** for all sums which the **Insured** shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against an **Insured** during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Privacy Breach**, arising solely from the rendering of or failure to render **Professional Services**, provided that such **Professional Services** were rendered or failed to be rendered on or after the **Retroactive Date** and before the expiration of the **Policy Period**.
2. The maximum payment by the Company pursuant to this Section II. C. **Extensions of Coverage**, for each **Agent** solely in connection with **Professional Services** rendered by such **Agent**, shall be \$25,000 per **Agent**.
3. Pursuant to this Section II. C. **Extensions of Coverage**:
  - a. A \$5,000 Deductible shall apply to each **Claim**; and
  - b. The **Privacy Breach** Sublimit of Liability shall be part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations of this Policy.

## III. DEFINITIONS

### A. **Agent** means an individual who:

1. Maintains an Agent or General Agent contract with the **Sponsoring Company**; has elected to enroll for coverage under this Policy; and whose enrollment is on file with the **Sponsoring Company**;
2. Has paid his or her premium; and
3. Is properly licensed by the appropriate authority to solicit, sell and service life, accident or health insurance products.

- B. Application** means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.
- C. Broker-Dealer** shall have the same meaning as the term used by the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, as amended.
- D. Claim** means a demand for money or services received by an **Insured** alleging a **Wrongful Act**. **Claim** does not include a demand for non-monetary or injunctive relief or any criminal proceeding.
- E. Claims Expenses** means reasonable and necessary fees, costs and expenses incurred by the Company, or by the **Insured** with the prior written consent of the Company, consisting of fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including the cost of appeal bonds, however, the Company shall not be obligated to apply for or furnish appeal bonds. **Claims Expenses** do not include salary charges, wages or expenses of partners, principals, officers, directors, members or employees of the **Insured** or the Company.
- F. Controlling Interest** means the right of an **Insured** or a member of an **Insured's Immediate Family**, directly or indirectly, to:
1. own 10% or more of an interest in an entity;
  2. vote 10% or more of the issued and outstanding voting stock in an incorporated entity;
  3. elect 10% or more of the directors of an incorporated entity;
  4. receive 10% or more of the profits of an unincorporated entity; or
  5. act as general partner of a limited partnership, managing general partner of a general partnership, or comparable position in any other business enterprise.
- G. Damages** means a compensatory monetary amount for which an **Insured** may be held legally liable, including judgments, awards, or settlements negotiated with the prior approval of the Company, provided that **Damages** shall not include:
1. Any disgorgement, return, withdrawal, restitution or reduction of any sums or fees, including any sums or fees which are or were in the possession or control of any **Insured**;
  2. Any amounts credited to any **Insured's** account;
  3. Fines, sanctions, taxes, penalties or awards deemed uninsurable pursuant to any applicable law;
  4. Punitive, exemplary, treble damages or any other damages resulting from the multiplication of compensatory damages;
  5. Equitable relief, or fees, costs or expenses incurred by an **Insured** to comply with any such equitable relief;
  6. Any amounts constituting a waiver of fees, charges, costs or any other monetary amounts the **Sponsoring Company** is contractually entitled to impose upon a client or customer;

7. The collection, payment or return of, or the failure to collect, pay or return, any commission, fee, tax, funds, premium or claim monies;
  8. Any disputes involving an **Insured's** client lists, or non-compete or similar agreements; or
  9. Any disputes involving an **Insured's** commissions, fees, charges, entitlements or other compensation.
- H. **Disciplinary Proceeding** means any proceeding commenced by a regulatory or disciplinary official, board or agency with the authority to regulate **Professional Services**, and whose obligation is to investigate charges of professional misconduct arising solely from the rendering of or failure to render **Professional Services**.
- I. **Extended Reporting Period** means the applicable period of time after the expiration or termination of the **Policy Period** for reporting **Claims** arising out of **Wrongful Acts** committed prior to the expiration of the **Policy Period** and on or subsequent to the **Retroactive Date**, and otherwise covered by this Policy.
- J. **Immediate Family** means:
1. the **Insured**; or
  2. the **Insured's**:
    - a. spouse;
    - b. parent(s), adoptive parent(s) or step-parent(s);
    - c. sibling(s) or step-sibling(s); or
    - d. child(ren), adoptive child(ren) or step-child(ren).
- K. **Insured** means:
1. An **Agent**;
  2. An entity owned and controlled by an **Agent**, but solely in connection with **Professional Services** provided by the **Agent**;
  3. An employee of an **Agent** acting in his or her capacity as such on behalf of such **Agent**, but solely if the employee is not otherwise contracted as an agent with the **Sponsoring Company** or another insurer and solely in connection with **Professional Services** provided by such **Agent**;
  4. The legal heir, executor, administrator or legal representative of an **Agent** in the event of such **Agent's** death, incapacity or bankruptcy;
  5. The lawful spouse or domestic partner of any individual which qualifies as an **Insured** under Sub-sections 1., 3., or 4., above, for a **Claim** arising solely out of spousal or domestic partner status, and not out of any alleged independent **Wrongful Acts**, of such individual; or
  6. The **Sponsoring Company**, if the only allegation against it is for vicarious liability based upon the **Wrongful Acts** of an **Agent**. The **Sponsoring Company** shall not be an **Insured** if there is any allegation of a wrongful act committed by the **Sponsoring Company**, regardless of whether the **Sponsoring Company** is also alleged to be vicariously liable for the **Wrongful Acts** of an **Agent**.

- L. Interrelated Wrongful Acts** means **Wrongful Acts** that are temporally, logically or causally connected by any common nexus of any fact, circumstance, situation, or event, or which are the same, related or continuous acts, regardless of whether the **Claim** or **Claims** alleging such acts involve the same or different claimants, **Insureds** or legal causes of action including, but not limited to, any insurance products of any entity which becomes the subject of any bankruptcy, insolvency, liquidation or reorganization proceeding.
- M. Personal Information** means an individual's identity with any one or more of the following: social security number; medical or healthcare data, or other protected health information; drivers license number or state identification number; credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account, or other nonpublic **Personal Information** as defined in a **Privacy Regulation**.
- N. Personal Injury** means false arrest, detention or imprisonment, or malicious prosecution; libel, slander, oral or written publication of defamatory or disparaging material; wrongful entry or eviction; or invasion of the right of private occupancy.
- O. Policy Period** means the period of time set forth in Item 2 of the Declarations or any shorter period that may occur as a result of a termination in accordance with Section **VI. G. GENERAL CONDITIONS**.
- P. Privacy Breach** means a violation of a **Privacy Regulation** or right of privacy, arising solely from the rendering of or failure to render **Professional Services**.
- Q. Privacy Regulation** means any statute or regulation associated with the control, use, disclosure and/or dissemination of personally identifiable financial, medical or other sensitive information, including identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- R. Professional Services** means the solicitation, sale or servicing of life, health, disability, long-term care insurance, or fixed annuities.
- S. Retroactive Date** means the inception date of the **Agent's** first claims-made life insurance agents professional liability policy from which coverage has been maintained in force without interruption.
- T. Securities** shall have the same meaning as the term used by the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or the Investment Advisors Act of 1940, as amended.
- U. Sponsoring Company** means the entity set forth in Item 1 of the Declarations.
- V. Wrongful Act** means any negligent act, error or omission committed by an **Insured**, including any **Personal Injury** or **Wrongful Supervision**, arising solely from the performance of **Professional Services** for others, or **Wrongful Termination**.
- W. Wrongful Supervision** means a negligent act, error or omission by an **Insured** manager of an agency arising out of the supervision and/or training of an **Agent**, arising solely from the performance of **Professional Services** by the **Agent**.
- X. Wrongful Termination** means any act, error or omission (except for alleged discrimination as defined by federal, state or local statute, regulation, law or ordinance) arising out of the termination of an agency contract between an **Insured** manager of an agency and an **Agent**.

#### **IV. EXCLUSIONS**

# SPECIMEN

This Policy does not apply to any **Claim** based upon, arising out of, directly or indirectly, in whole or in part, or in any way involving:

- A. Any intentional wrongdoing, fraud, dishonesty, or malicious **Wrongful Acts** by an **Insured**, if a judgment or other final adjudication adverse to the **Insured** establishes such conduct, or if the **Insured** admits to such conduct. The Company shall continue to defend the **Insured**, if these allegations arise out of **Wrongful Acts** otherwise covered under this Policy, but the **Insured** shall reimburse the Company for **Claims Expenses** if such conduct is established as a matter of fact in a civil, arbitration, criminal or other proceeding, or is admitted to by an **Insured**.
- B. Any **Claim** brought or maintained, directly or indirectly, by or on behalf of any:
  - 1. **Insured**; provided that this Exclusion shall not apply to any alleged **Wrongful Termination**;
  - 2. Company or **Broker-Dealer**;
  - 3. Insurance agent or broker;
  - 4. Entity that is not a client of an **Insured**; provided that this Exclusion shall not apply to any **Claim** brought by an entity who is a beneficiary, heir, executor, conservator, or administrator of a deceased client of an **Insured**, and it shall further not apply to any alleged **Wrongful Termination**;
  - 5. Entity:
    - a. Wherein the **Insured** has a **Controlling Interest**;
    - b. In which the **Insured** is:
      - i. An officer;
      - ii. A director; or
      - iii. A partner; or
    - c. Which wholly or partly owns, operates, or manages the **Insured**;
  - 6. Governmental or quasi-governmental entity, or Self-Regulatory Organization including, but not limited to, any state or federal insurance or securities commission or agency, or the Financial Industry Regulatory Authority or the Securities and Exchange Commission; provided that this Exclusion shall not apply to a **Claim** brought by or on behalf of such entity in its capacity as a client of an **Insured** and does not limit the availability of coverage pursuant to Section II. A. **EXTENSIONS OF COVERAGE**.
- C. Any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before the Inception Date set forth in Item 2.(A) of the Declarations, was the subject of any notice given under any insurance policy issued by any insurer or any policy of which this Policy is a direct or indirect renewal or replacement.
- D. Any **Claim**, demand, suit, litigation or other proceeding pending against, or order, decree or judgment entered for or against any **Insured** which was pending on or existed prior to the Inception Date set forth in Item 2.(A) of the Declarations, or the same or substantially the same facts, circumstances, situation or allegations underlying or alleged therein.
- E. Any actual or alleged services as an accountant, tax preparer or advisor, actuary, architect, engineer, lawyer, real estate agent or broker, property or casualty insurance agent, title insurance agent, or third-party claims administrator.
- F. Any actual or alleged placement of a client's coverage or funds directly or indirectly with any entity which is not licensed to conduct business in the state or jurisdiction with authority to regulate such business; provided that this Exclusion shall not apply to the placement of a client's coverage or

# SPECIMEN

funds directly or indirectly with an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business.

- G. Any actual or alleged ownership, formation, sale, servicing, operation, or administration of claims for any insurance company, health maintenance organization, preferred provider organization, captive, risk retention group, self-insurance group/program, purchasing group, Professional Employer Organization (PEO), or any pool, syndicate, association or other similar group combination formed for the purpose of providing insurance or benefits.
- H. Any actual or alleged sale, servicing, or administration of, or advice or planning with respect to, any Multiple Employer Welfare Arrangement.
- I. Any pension, profit sharing, health, welfare or other employee benefit plan, insurance plan or trust, organized for the benefit of employees of any **Insured**.
- J. Any financial inability or refusal to pay, insolvency, receivership, conservatorship, bankruptcy, or liquidation of any entity in which an **Insured** has placed or recommended to be placed, coverage or the funds of a client; provided that this Exclusion shall not apply to any insurer that was rated A- or better by A.M. Best at the time of the **Insured's** acts.
- K. Any actual or alleged liability of others assumed by an **Insured** under any written or oral contract or agreement, provided that this Exclusion shall not apply to the extent that the **Insured** would have been liable in the absence of such contract or agreement.
- L. The **Insured** making representations, promises or guarantees as to the future value of any investment including but not limited to, representations, promises or guarantees as to interest rates, fluctuation in interest rates, future premium payments or market value(s).
- M. Any actual or alleged gaining of personal profit or advantage to which an **Insured** is not legally entitled.
- N. Any disputes involving an **Insured's** commissions, fees, charges, entitlements or other compensation.
- O. Any actual or alleged commingling, conversion, misappropriation, or defalcation of any funds by any **Insured**.
- P. Any actual or alleged willful violation of the rules or regulations of the Financial Industry Regulatory Authority, Securities and Exchange Commission, Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, or the Investment Advisors Act of 1940, and any amendments thereto, or of any state securities statute or state regulatory agency.
- Q. Any **Securities**.
- R. Any insurance or financial product owned in whole or in part by an **Insured**.
- S. Any structured settlements; provided that this Exclusion shall not apply to an underlying covered product.
- T. Any promissory notes, commodities, futures contracts, or option contracts.
- U. Any viatical or life settlements, reverse mortgages, or any similar product in which the present value of a condition contract is exchanged or sold.
- V. Any "Stranger Originated Life Insurance (STOLI)" or "Speculator Initiated Life Insurance (SPINLIFE)" or any other type of policies where the purchaser of the life product does not have an insurable interest in the **Insured** under such life product.

- W.** Any accident and/or health insurance products sold into or part of an IRS Section 412(i) and/or 419 plan or the tax status or lack of eligibility relative to any IRS or other governmental ruling concerning IRS Section 412(i) or 419 plans.
- X.** Any bodily injury, including sickness, injury, disease or death of any person; or injury to or destruction of any tangible property, including loss of use thereof.
- Y.** Any actual or alleged discrimination, harassment, or misconduct:
  - 1. By an **Insured** because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under federal, state, local or other law; or
  - 2. By an employee, former employee, or job applicant of an **Insured** in their capacity as such
- Z.** Any actual or alleged infringement of copyright; plagiarism, piracy or misappropriation of ideas; or infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; or any patent or trade secret; or any unfair competition, deceptive advertising, anticompetitive acts, restraint of trade, price fixing, or antitrust.
- AA.** Any allegation of a pattern or practice of wrongful act or conduct by the **Sponsoring Company** including, but not limited to, any class action allegation.
- BB.** 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, or
  - 3. Any statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- CC.** Any notary services performed in the absence of the physical presence of the person whose signature is notarized.
- DD.** Any actual or alleged design of any employee benefit plan.

## **V. REPORTING AND NOTICE**

### **A. Reporting of Actual Claims**

In the event of a **Claim**, the **Insured** shall, as a condition precedent to exercising any right to coverage afforded by this Policy, forward to the Company, as soon as practicable, every demand, notice, summons and/or pleading received by such **Insured**.

### **B. Reporting of Potential Claims**

If, during the **Policy Period**, or any Extended Reporting Period, if exercised, an **Insured** first becomes aware of a **Wrongful Act** which might reasonably be expected to give rise to a **Claim**, and during the **Policy Period** gives written notice to the Company of such **Wrongful Act** as required below, then any **Claim** subsequently made against the **Insured** arising from such **Wrongful Act** or **Interrelated Wrongful Act** shall be deemed to have been first made during the **Policy Period**.

### **C. Reporting Requirements of Actual and Potential Claims**

Written report of a **Claim** and a potential **Claim** must include:

1. The specific facts and circumstances which constitute the **Wrongful Act**, including the date(s) thereof, and the **Insured** and clients involved;
2. The date and circumstances by which the **Insured** became aware of such **Wrongful Act**; and
3. The **Damages** that may reasonably result therefrom.

#### D. Notice

1. Notice shall be forwarded to:

Aspen Specialty Insurance Management Co.  
590 Madison Avenue, 7<sup>th</sup> Floor  
New York, NY 10022  
Attention: Financial Services Professional Liability Claims Department  
E-mail: [Professionalliability.claims@aspenspecialty.com](mailto:Professionalliability.claims@aspenspecialty.com)

2. All correspondence should make reference to the Policy number set forth in the Declarations of this Policy. (All other notices under this Policy shall be given to the same addressee but to the attention of the Professional Liability Department.
3. If notices are mailed, the date of mailing of such notice shall constitute the date such notice was given and proof of mailing shall be sufficient proof of notice.

#### VI. DEFENSE, CONSENT, AND SETTLEMENT

- A. The Company has the sole right to appoint defense counsel and the right and duty to defend any **Claim** covered by this Policy, made against an **Insured**, as set forth in Section III. K. 1., 2., 3., 4. and 5. **DEFINITIONS**, provided that with respect to the **Sponsoring Company**, the Company shall have no duty to appoint defense counsel, no duty to defend and no obligation to pay **Claims Expenses**, unless the sole allegation made against the **Sponsoring Company** is based upon its alleged vicarious liability for the **Wrongful Acts** of an **Agent**.
- B. The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.
- C. As a condition precedent to exercising any right to coverage afforded by this Policy, the **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Claims Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall not be liable for any element of **Damages** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Company's prior written consent.
- D. The **Insured** must take all reasonable actions within its ability to prevent or mitigate any **Claim** which would be covered under this Policy.
- E. If the **Insured** refuses to consent to a settlement acceptable to the claimant that the Company recommends, then, subject to the Limit of Liability set forth in the Declarations, the Company's liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled, plus **Claims Expenses** incurred up to the date the **Insured** refused to consent to the settlement, and the Company shall have the right to withdraw from the further defense of such **Claim** by tendering control of the defense thereof to the **Insured**.

- F. The **Insured** shall provide the Company with such cooperation, assistance and information as the Company may request, all without charge to the Company.

## VII. TERRITORY

This Policy applies to **Wrongful Acts** committed by an **Insured** anywhere in the world, provided that any **Claim** made as a result of such **Wrongful Acts** must be brought and held against the **Insured** in the United States of America, its territories or possessions.

## VIII. GENERAL CONDITIONS

### A. **Limits of Liability, Deductible, and Claims First Made**

#### 1. **Limits of Liability**

- a. The Company's maximum liability for all **Damages** and **Claims Expenses** resulting from each **Claim** arising from a **Wrongful Act** or **Interrelated Wrongful Acts** shall be the Limits of Liability for Each **Claim** set forth in Item 3.(A) of the Declarations.
- b. The Company's maximum aggregate Limits of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** made against any one **Agent** covered by this Policy shall be the **Agent Aggregate** set forth in Item 3.(B) of the Declarations.
- c. The Company's maximum aggregate Limits of Liability for all **Damages** and **Claims Expenses** resulting from all **Claims** covered by this Policy shall be the **Maximum Policy Aggregate** set forth in Item 3.(C) of the Declarations.
- d. The Limits of Liability of the Company for any **Extended Reporting Period** shall be part of, and not in addition to, the Limits of Liability of the Company for the **Policy Period**.
- e. The Company shall have no obligation to pay **Damages**, including **Claims Expenses**, or to defend or continue to defend any **Claim** after the Company's applicable Limit of Liability with respect to such **Claim** has been exhausted. If the Company's Limit of Liability set forth in ITEM 3. of the Declarations is exhausted prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

#### 2. **Deductible**

The Company shall only be liable for **Damages** and **Claims Expenses** which are in excess of the Deductible(s) set forth in Item 4 of the Declarations. The Deductible(s) shall apply separately to each **Claim** and shall be borne by the **Insured** and remain uninsured. For purposes of the Deductible(s), **Claims** arising out of one **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one Deductible amount shall apply thereto. The Deductible shall not reduce or increase the Limits of Liability.

#### 3. **Claims First Made**

All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the earliest date that:

- a. Any of the **Claims** were first made, regardless of whether this Policy was in effect at the time; or

- b. Notice was given by the **Insured** under this Policy or any prior policy of any **Wrongful Act** or **Interrelated Wrongful Act** which underlies such **Claim**.

## B. Extended Reporting Periods

### 1. Group Extended Reporting Period

#### a. Automatic Extended Reporting Period.

- (i) An Automatic **Extended Reporting Period** is provided without additional charge. This period starts at the date of the Policy termination or the expiration of the **Policy Period**, whichever is earlier, and lasts for sixty (60) days.
- (ii) The Automatic **Extended Reporting Period** applies to **Claims** arising out of a **Wrongful Act** or **Wrongful Termination** that was committed during the **Policy Period** or after the **Retroactive Date**, if any, as set forth in the Declarations, and which are first made against the **Agent** during the **Policy Period** or within sixty (60) days after Policy termination or expiration of the **Policy Period**, whichever is earlier, and reported to the Company, in writing, within sixty (60) days after Policy termination or the expiration of the **Policy Period**, whichever is earlier.

This Automatic Extended Reporting Period shall not be available if the **Insured** has any other applicable insurance, including any policy issued subsequent to this Policy. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period described in paragraph B.1.b. and B.2, below, if such Optional Extended Reporting Period is purchased.

#### b. Optional Extended Reporting Period.

In the event of cancellation or non-renewal of this Policy by the Company, for reasons other than non-payment of premium, the **Sponsoring Company** may elect to purchase, on behalf of all **Agents**, for an additional premium as set forth in Item 7 of the Declarations, an Optional **Extended Reporting Period** for a period of three (3) years after the date of such cancellation or non-renewal to report to the Company any **Claim** which is first made during said three (3) year period and which arises out of a **Wrongful Act** or **Wrongful Termination** committed prior to cancellation or non-renewal and on or after the **Retroactive Date**.

- c. The right to purchase the Optional **Extended Reporting Period** must be exercised by notice in writing not later than sixty (60) days following the non-renewal or cancellation date of this Policy, and must include payment of premium for the applicable Optional **Extended Reporting Period**, as well as payment of all premiums due the Company. If such notice is not so given to the Company, the **Sponsoring Company** shall not be entitled to exercise such right at a later date.

### 2. Individual Agent Extended Reporting Period

#### a. Automatic Extended Reporting Period Due to Termination of **Agent** Contract.

- (i) Termination of **Agent** for Non-disciplinary Reasons. If, during the **Policy Period**, the **Sponsoring Company** terminates an **Agent's** contract for non-disciplinary reasons, coverage for such **Agent** shall cease as of the date of such termination.

(a) With respect to all covered products, the **Agent** shall have a period of sixty (60) days after the expiration of the **Policy Period** to report to the Company any **Claim** which is first made during this sixty (60) day period and which arises from a **Wrongful Act** committed on or after the **Retroactive Date** and prior to the expiration of the **Policy Period**.

(b) With respect to any products issued by the **Sponsoring Company**, the **Agent** shall have a period of one (1) year after the expiration of the **Policy Period** to report to the Company any **Claim** which is first made during this one (1) year period and which arises from a **Wrongful Act** committed on or after the **Retroactive Date** and prior to the expiration of the **Policy Period**.

(ii) Termination of Agent for Disciplinary Reasons. If the **Agent** is terminated for disciplinary reasons, coverage for such **Agent** shall cease upon the date of such termination, and the **Agent** shall not be entitled to any Automatic **Extended Reporting Period**.

b. Automatic **Extended Reporting Period** Due to Disablement, Retirement, or Death.

If, during the **Policy Period**, an **Agent** retires or becomes disabled or deceased, coverage for such **Agent** shall cease as of the date of such disability or death, provided that the **Agent** or his/her legal representative shall have a period of two (2) years after the date of such disability or death to report to the Company any **Claim** which is first made during this two (2) year period and which arises out of a **Wrongful Act** committed prior to such disability or death and on or after the **Retroactive Date**.

c. Optional **Extended Reporting Period**.

If, during the **Policy Period**, an **Agent** retires or becomes disabled or deceased, the **Agent** or its legal representative may elect to purchase, for an additional premium as set forth in Item 7 of the Declarations, an Optional **Extended Reporting Period** for a period of (3) years, five (5) years, or for an unlimited amount of time, to report to the Company any **Claim** which is first made during the applicable period and which arises out of a **Wrongful Act** committed prior to such retirement, disability or death and on or after the **Retroactive Date**.

### 3. Extended Reporting Periods – Other Terms and Conditions

a. Automatic **Extended Reporting Periods** shall not apply to any **Agent** that has any other applicable insurance.

b. At the commencement of any Optional **Extended Reporting Period**, the entire premium thereafter shall be deemed earned.

c. The fact that this Policy may be extended by virtue of an **Extended Reporting Period** shall not in any way increase the Limits of Liability set forth in Item 3 of the Declarations.

### C. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all of the **Insured's** rights of recovery against any person or organization, and the **Insured** shall execute and deliver instruments and papers required, and shall do everything necessary to preserve and secure such rights, including the execution of such documents necessary to enable the

Company effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**. The **Insured** shall do nothing to prejudice such rights.

Any amount so recovered shall be apportioned as follows: Any recovery shall first be used for the repayment of expenses incurred toward subrogation; second, to any **Claims Expenses** and/or **Damages** paid by the **Insured** in excess of any deductible; third, to any claims expenses and/or damages payments by an excess carrier on behalf of the **Insured**; fourth, to any claims expenses and/or damages payments by any primary carrier on behalf of the **Insured**; and last, to repayment of the **Insured's** deductible.

#### D. Changes in Exposure

If during the **Policy Period**, the **Sponsoring Company** consolidates with, or merges into, or sells all or substantially all of its assets to any other entity; or if the **Sponsoring Company** acquires a controlling ownership interest in any other entity; or if another entity acquires a controlling ownership interest in the **Sponsoring Company**, then this Policy shall continue in full force and effect as to **Wrongful Acts** committed prior to the effective date of such event. The **Sponsoring Company** shall give the Company written notice of any such event as soon as practicable prior to the effective date of such event, and the Company in its sole discretion may determine whether any other terms and/or conditions shall apply.

If an entity ceases to be a subsidiary of the **Sponsoring Company**, coverage with respect to such subsidiary shall continue until the termination of the Policy, but only with respect to **Wrongful Acts** committed prior to the date the entity ceased being a subsidiary.

#### E. Allocation

If a **Claim** includes both covered and uncovered allegations, or gives rise to both covered **Damages** and uncovered damages, the **Insured** and the Company shall use their best efforts to allocate **Claim Expenses** and **Damages** between covered and uncovered matters. If no agreement can be reached between the Company and the **Insured**, the Company shall pay **Claims Expenses** which it reasonably believes to be covered under this Policy until a different allocation is negotiated or determined. Any negotiated or determined allocation of **Claims Expenses** in connection with a **Claim** shall be applied retroactively, notwithstanding any allocation applied with respect to any prior advancement. Any allocation or advancement of **Claims Expenses** in connection with a **Claim** shall not apply to or create any presumption with respect to any other allocation.

#### F. Reimbursement of the Company

If the Company has paid any **Damages** and/or **Claims Expenses** in excess of the applicable Limits of Liability, within the amount of the applicable Deductible or subject to the right to seek repayment, the **Insured** shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company promptly. If it is negotiated or determined that any **Damages** or **Claims Expenses** are not covered under this Policy, the **Insured** agrees to repay the Company the amount of such **Damages** or **Claims Expenses** not covered.

#### G. Termination

This Policy shall terminate at the earliest of the following event:

1. Upon expiration of the **Policy Period** set forth in Item 2 of the Declarations, or the effective date of cancellation, if earlier;
2. Ten (10) days after receipt by the **Sponsoring Company** of a written notice of cancellation from the Company for failure to pay a premium due; or
3. As to an **Agent**, upon termination of an **Agent** contract.

**H. Cancellation**

This Policy may be cancelled by the **Sponsoring Company** by surrender of this Policy to the Company or by giving written notice to the Company stating when thereafter such cancellation shall be effective. This Policy may also be cancelled by the Company by mailing to the **Sponsoring Company** by registered, certified, or other first class mail, at the **Sponsoring Company's** address set forth in Item 1 of the Declarations, written notice stating when, not less than sixty (60) days thereafter (or ten (10) days thereafter when cancellation is due to non-payment of premium), the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If this Policy shall be cancelled by the **Sponsoring Company**, the Company shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by the Company, the Company shall retain the pro-rata proportion of the premium hereon. Premium adjustments and returns shall be made at the time cancellation is effective or as soon as possible after that time. Payment or tender of unearned premium shall not be a condition of cancellation.

**I. Sponsoring Company - Sole Agent**

The **Sponsoring Company** shall be the sole agent of all **Insureds** hereunder for the:

1. Purpose of effecting or accepting any amendments to or cancellation of this Policy;
2. Purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy;
3. Completing of any **Application** and the making of any representations;
4. Payment of any premium and the receipt of any return premium that may become due under this Policy;
5. Payment of any Deductible obligation, and
6. The exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

**J. Alteration and Assignment**

No change in, modification of, or assignment of, interest under this Policy shall be effective except when made by written endorsement signed by an authorized representative of the Company.

**K. Action Against the Company**

No action shall be taken against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all the terms and conditions of this Policy. In addition, no action shall be taken against the Company until the amount of any **Insured's** obligation or liability to a third party has been finally determined by an award or judgment against any **Insured** in an actual adjudicatory proceeding.

No person or entity shall have any right under this Policy to join any **Insured** in any action or proceeding against the Company to determine the Company's liability nor shall the Company be impleaded in an action or proceeding by any **Insured** or its legal representative.

No person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability.

**L. Dispute Resolution Process**

In the event a dispute arises out of this Policy, the Company and the **Insured** shall participate in a non-binding mediation. The parties shall share costs, but bear their own legal fees and expenses. Either the Company or the **Insured** may commence a judicial proceeding or binding arbitration proceeding after ninety (90) days has passed from the termination of the mediation,

# SPECIMEN

provided that in the event that both the Company and the **Insured** commence either a judicial proceeding or binding arbitration, the party commencing first shall be entitled to have its proceeding take precedence over the party not filing first, and such party not filing first shall withdraw its judicial or binding arbitration proceeding until such time the proceeding filed by the party filing first has received a final determination. In the event of a binding arbitration, such proceeding shall be pursuant to such rules and procedures as the parties may agree. If the parties cannot agree, the arbitration shall be administered by the American Arbitration Association in accordance with its then prevailing Commercial Arbitration Rules. The arbitration panel shall consist of one arbitrator selected by the **Insured**, one selected by the Company, and the third independent arbitrator selected by the two party-appointed arbitrators. In any such arbitration, each party will bear its own legal fees and expenses. The arbitration or any court proceeding shall take place in New York, New York and New York law shall apply, without application of any applicable conflict of law analysis.

## **M. Changes**

Notices to any **Agent** shall not effect a waiver or a change in any part of this Policy or prevent the Company from asserting any rights under the terms of this Policy, nor shall the terms of this Policy be waived or changed, unless endorsed hereon.

## **N. Entire Agreement**

It is agreed that this Policy, together with the Declarations, endorsements and the **Application** as of the Inception date of this Policy, constitute the entire agreement existing between the Company and the **Insureds**.

## **O. Titles**

The titles of paragraph, sections or any endorsements to this Policy are intended solely for convenience and reference, and are not deemed in any way to modify the provisions to which they relate.

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

**AGENT DEFINITION AMENDMENT 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

1. **SECTION III. A. DEFINITIONS** is hereby deleted in its entirety and replaced by the following:

**A. Agent** means an individual who:

1. Is an Agent or General Agent **Affiliated** with the **Sponsoring Company** or a subsidiary of the **Sponsoring Company**; has elected to enroll for coverage under this Policy; and whose enrollment is on file with the **Sponsoring Company**;
2. Has paid his or her premium; and
3. Is properly licensed by the appropriate authority to solicit, sell and service life, accident or health insurance products.

For purposes of this Endorsement, **Affiliated** means an agent that is contracted with, or expected to become contracted with, a carrier with whom the **Sponsoring Company** or one of its subsidiaries has a contract.



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

Endorsement No.

**BICE COVERAGE ENDORSEMENT**

In consideration of the premium paid, it is agreed and understood that Section IV.K.EXCLUSIONS, of the referenced Policy, is hereby deleted in its entirety and replaced with the following:

This Policy does not apply to any Claim based upon, arising out of, directly or indirectly, or in any way involving:

- K. Any actual or alleged liability of others assumed by an Insured under any written or oral contract or agreement, provided that this Exclusion shall not apply to the extent that the Insured would have been liable in the absence of such contract or agreement. The coverage provided by this Endorsement includes, but is not limited to, liability resulting from the US Department of Labor's Rules regarding Best Interest Contracts including, but not limited to, DOL Section DOL 84-24.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the Policy, other than as herein stated.

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER:

Issued by:

Issued to:

Effective date:

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

**EXCLUSION A AMENDMENT ENDORSEMENT -  
SEVERABILITY**

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:

**SECTION IV. A.EXCLUSIONS** is hereby deleted in its entirety and replaced with the following:

This Policy does not apply to any **Claim** based upon, arising out of, directly or indirectly, or in any way involving any intentional wrongdoing, fraud, dishonesty, or malicious **Wrongful Acts** by an **Insured**, if a judgment or other final adjudication adverse to the **Insured** establishes such conduct, or if the **Insured** admits to such conduct. The Company shall continue to defend the **Insured**, if these allegations arise out of **Wrongful Acts** otherwise covered under this Policy, but the **Insured** shall reimburse the Company for **Claims Expenses** if such conduct is established as a matter of fact in a civil, arbitration, criminal or other proceeding, or is admitted to by an **Insured**. The facts pertaining to and knowledge possessed by any natural person **Insured** shall not be imputed to any other natural person **Insured**.

Only facts pertaining to and knowledge possessed by any executive officer shall be imputed to an **Insured** entity.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**INSOLVENCY EXCLUSION 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:

1. **SECTION IV. J. EXCLUSIONS** is hereby deleted in its entirety and replaced by:

Any financial inability or refusal to pay, insolvency, receivership, conservatorship, bankruptcy, or liquidation of any entity in which an **Insured** has placed or recommended to be placed, coverage or the funds of a client; provided that this Exclusion shall not apply to any insurer that was rated B or better by A.M. Best at the time of the **Insured's** acts, or any of the following **Insureds**:

2. With respect to B rated carriers coverage under this Endorsement is subject to the following Sub-Limit of Liability (which is part of and not in addition to the Limits of Liability):

Each Claim: \$250,000

Agent Aggregate: \$250,000

Maximum Policy Aggregate: \$500,000

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**NOTICE OF CLAIMS AMENDMENT 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:

1. **SECTION V. D. REPORTING AND NOTICE** is deleted in its entirety and replaced by the following:

- D. Notice shall be forwarded to Lancer Claims Services, 681 South Parker, Suite 300, Orange, CA, 92868, Attention: Financial Services Professional Liability Department. All other notices under this Policy shall be given to Aspen Specialty Insurance Management Co., Attention: Professional Liability Department, 590 Madison Avenue, 7<sup>th</sup> Floor, NY, NY 10022.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

# SPECIMEN

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

## OFAC ENDORSEMENT

In consideration of the premium charged, it is agreed that any payment under this Policy shall only be made in full compliance with all U.S.A. economic or trade sanctions or other laws or regulations, including sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the Policy, other than as herein stated.

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER:

Issued by: Aspen American Insurance Company

Issued to:

Effective date:

Endorsement No.:

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

**PROFESSIONAL SERVICES AMENDMENT ENDORSEMENT  
– LEVEL A**

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 with respect to those **Agents** whose election of this coverage is on file with the **Sponsoring Company** and/or CalSurance:

1. **SECTION III. – DEFINITIONS**, paragraph **R. Professional Services** is deleted in its entirety and replaced with the following:

**R. Professional Services** means:

The solicitation, sale or servicing of:

1. Individual or group accident or health insurance, Medicare Supplement, Medicare Advantage (including Medicare Part D), and disability insurance;
2. Final expense and guaranteed final expense;
3. Long term care insurance;
4. Fixed life or fixed annuity insurance;
5. Mortgage Life Insurance;
6. Disability Insurance;
7. Life Insurance; and
8. Fixed and Indexed Annuities.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**PROFESSIONAL SERVICES AMENDMENT ENDORSEMENT  
– LEVEL B**

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 with respect to those **Agents** whose election of this coverage is on file with the **Sponsoring Company** and/or CalSurance:

1. **SECTION III. – DEFINITIONS**, paragraph **R. Professional Services** is deleted in its entirety and replaced with the following:

**R. Professional Services** means:

The solicitation, sale or servicing of:

1. Individual or group accident or health insurance, Medicare Supplement, Medicare Advantage (including Medicare Part D), and disability insurance;
2. Final expense and guaranteed final expense;
3. Long term care insurance;
4. Fixed life or fixed annuity insurance;
5. Mortgage Life Insurance;
6. Disability Insurance;
7. Life Insurance;
8. Fixed and Indexed Annuities; and
9. Variable annuities, variable life insurance, or flexible and scheduled premium annuities sold through a Broker-Dealer.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL SERVICES AMENDMENT ENDORSEMENT  
– LEVEL C**

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:

1. **SECTION III. – DEFINITIONS**, paragraph R. **Professional Services** is deleted in its entirety and replaced with the following:

**R. Professional Services** means the solicitation, sale or servicing of Medicare Supplement and Medicare Advantage (including Medicare Part D).

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIVACY AND NETWORK SECURITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:  
**Company Sponsored Insurance Agents Professional Liability Policy**

In consideration of the premium charged, it is agreed that the coverages provided herein apply to each **Agent**, and:

1. **SECTION II. EXTENSIONS OF COVERAGE**, subsection **C.** is deleted in its entirety and replaced with the following:

### **C. Incident Response Expense Coverage**

The Company shall pay, on behalf of the **Insured**, **Expense** incurred in connection with a **Privacy and Network Security Incident** that first takes place during the **Policy Period**, and that is reported to the Company in accordance with the terms of this Policy.

2. **SECTION II. EXTENSIONS OF COVERAGE** is amended to include the following subsection **D.**:

### **D. Funds Transfer Coverage**

The Company shall pay on behalf of the **Insured**, amounts incurred due to the transfer or loss of funds, monies or securities in response to fraudulent instructions from a third-party that first takes place during the **Policy Period**, and that is reported to the Company consistent with the terms of this Policy. The maximum payment made by the Company for the transfer or loss of funds, monies or securities shall be \$25,000 for each **Policy Period**, regardless of the number of fund transfer incidents. Any payment made by the Company under this Extension shall not reduce the Limits of Liability. The **Insured** shall be responsible for the first \$5,000, in transferred or lost funds, monies or securities.

3. **SECTION III. DEFINITIONS**, subsection **D.**, **Claim**, is amended to include the following:

Solely with respect **Privacy and Network Security Wrongful Acts**, any:

- 1) demand for money or services received by an **Insured** alleging a **Privacy and Network Security Wrongful Act**;
- 2) administrative or regulatory proceeding, inquiry, or investigation against the **Insured**, or any regulatory response to incident reporting received by or on behalf of the **Insured**;
- 3) written demand for non-monetary relief;
- 4) an **Extortion** event.

4. **SECTION III. DEFINITIONS**, subsection **G.**, **Damages**, is deleted in its entirety and replaced as follows:

**G. Damages** means:

- 1) A monetary amount for which an **Insured** is legally liable, including judgments (inclusive of any pre- or post-judgment interest), awards, settlements negotiated with the prior approval of the Company (except where such prior approval is not necessary as provided elsewhere in the Policy), or taxes, fines or penalties incurred by a third-party and included in such third-party's **Claim**;

- 2) Amounts paid to a consumer redress fund due to a **Privacy and Network Security Incident**;
- 3) Fines and penalties levied by a governmental or regulatory authority due to a **Privacy and Network Security Incident**. However, this coverage is subject to a Sub-Limit of Liability of \$50,000, which amount is part of and not in addition to the Limits of Liability set forth in the Declarations and which shall reduce such Limits of Liability;
- 4) Payment amounts, including the actual, reasonable and necessary costs to execute such payment, of an **Extortion** demand whether in digital currency or traditional currency. However, this coverage is subject to a Sub-Limit of Liability of \$25,000, which amount is part of and not in addition to the Limits of Liability set forth in the Declarations and which shall reduce such Limits of Liability.

It is understood and agreed that with respect to **Damages** resulting from **Claims** for **Privacy and Network Security Wrongful Acts**, the maximum Sub-Limit applicable for sub-sections 1 through 4, above, is \$100,000.

**Damages** shall not include any:

- 5) Fines, sanctions, taxes, or penalties deemed uninsurable pursuant to any applicable law; other than those fines and penalties set forth in Paragraph 3) above;
- 6) Punitive, exemplary, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 7) Non-pecuniary or equitable relief, or fees, costs or expenses incurred by an **Insured** to comply with any such relief;
- 8) The return or withdrawal of fees, commissions or brokerage charges;
- 9) Judgments or awards from acts deemed uninsurable by law; or
- 10) **Extortion** payment made without prior consent of the Company.

5. **SECTION III. DEFINITIONS**, subsection **M.**, **Personal Information**, is deleted in its entirety and replaced as follows:

**M. Personal Information** means:

- 1) any non-public information that could allow an individual to be uniquely identified; and
- 2) the definition provided in any federal, state, local or foreign privacy protection law or regulation governing the control and use of an individual's confidential or protected information.

6. **SECTION III. DEFINITIONS**, subsection **Q.**, **Privacy Regulations**, is deleted in its entirety.

7. **SECTION III. DEFINITIONS**, subsection **V.**, **Wrongful Act**, is amended to include the following:

**Wrongful Act** also means a **Privacy and Network Security Wrongful Act**.

8. **SECTION III. DEFINITIONS**, is amended to include the following definitions:

**Affected Population** means one or more individuals whose **Personal Information** was or may have been impacted as a result of a **Privacy and Network Security Incident**.

**Breach Notification Law** means any governmental statute, regulation, rule or guidance that requires notice to an **Affected Population** or governmental or regulatory authority.

**Call Center Services** means establishing and operating a call center in response to a **Privacy and Network Security Incident**.

**Data Forensics** means investigation and analysis of the **Insured's Network** to determine the source and breadth of a **Privacy and Network Security Incident**.

**Executive Officer** means the CEO, CFO, CISO, CIO, GC, Director of Risk Management, or any individual in a functionally equivalent position of the **Named Insured**.

**Expense** means the necessary and reasonable amounts paid to a third party service provider for:

- 1) **Data Forensics**; However, this coverage is subject to a Sub-Limit of Liability of \$25,000;
- 2) **Public Relations**; However, this coverage is subject to a Sub-Limit of Liability of \$25,000;

Such amounts are in addition to, and not part of the Limit of Liability set forth in Item 3. of the Declarations. There shall be no Deductible applicable to Items 1) and 2) above.

- 3) **Notification**;
- 4) **Fraud Monitoring and Resolution Services**;
- 5) **Call Center Services**; or
- 6) **Incident Response Consultation**; However, this coverage is subject to a Sub-Limit of \$25,000.

10,000 individuals is the maximum number of individuals for which the Company shall provide the coverage set forth in Items 3) through 5) above. Such amount is in addition to, and not part of the Limit of Liability set forth in Item 3. of the Declarations. A single Deductible of \$5,000 shall apply to any and all **Expense** incurred related to Items 3) through 5). Item 6) above shall be subject to a Deductible in the amount of three (3) hours of **Incident Response Consultation** or \$1,200, whichever amount is greater. This Deductible shall apply to each and every **Privacy and Network Security Incident**.

**Extended Network** means all desktops, laptops, servers, peripheral devices, mobile devices or other nodes not under the **Insured's** direct operational control.

**Extortion** means actual or threatened malicious activity directed at an **Insured's Network** or data, where payment or other action from the **Insured** is demanded by a third party.

**Fraud Monitoring and Resolution Services** means credit monitoring, identity monitoring, and identity restoration services provided to an **Affected Population**.

**Incident Response Consultation** means services provided by an external law firm to:

- 1) determine the applicability of and facilitate compliance with **Breach Notification Laws**;
- 2) draft content for **Notification** or reports to governmental or regulatory authorities;
- 3) coordinate service providers approved by the Company to provide **Data Forensics, Public Relations, Service Restoration, Notification, Fraud Monitoring and Resolution Services, and Call Center Services**.

**Network** includes all desktops, laptops, servers, peripheral devices, mobile devices or other nodes under the **Insured's** direct operational control, whether owned or leased.

**Network and Information Security Controls** means all controls, whether policy or technology based, implemented by the **Insured** in order to prevent intrusions of, or unauthorized access to, the **Network** or **Extended Network, Personal Information** or other data, whether residing thereon or in any other form.

**Notification** means communication to an **Affected Population**.

**Privacy and Network Security Incident** means any of the following:

- 1) An actual or suspected breach of **Personal Information** due to a circumvention of the **Insured's Network and Information Security Controls**, or the violation of a **Breach Notification Law**;
- 2) An actual or suspected breach of the **Insured's** commercial, non-personal information due to a circumvention of the **Insured's Network and Information Security Controls**;
- 3) An actual or suspected unauthorized access to, or usage of, the **Insured's Network** due to a circumvention of the **Insured's Network and Information Security Controls**;
- 4) An **Extortion** event; or
- 5) A transmission of malicious code due to circumvention of the **Insured's Network and Information Security Controls**.

**Privacy and Network Security Wrongful Act** means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty committed by an **Insured**, solely while performing **Professional Services**, which leads to a **Privacy and Network Security Incident**.

**Public Relations** means services provided by an external public relations firm, crisis management firm or law firm to minimize the reputational impact on an **Insured** resulting from a **Privacy and Network Security Incident**; provided, however, that no other **Expense** or element of **Damages** will be construed as **Public Relations** services.

**Service Restoration** means the actual, necessary and reasonable amounts paid to a third party service provider, incurred with the Company's prior written approval, following a **Privacy and Network Security Incident**, in order to restore the operational capacity of an **Insured's Network** to the level immediately preceding such **Privacy and Network Security Incident**.

9. **SECTION IV. EXCLUSIONS**, is amended to include the following:

Solely with respect to **Claims** for **Privacy and Network Security Wrongful Acts**, this Policy does not apply to any **Claim**:

- 1) for the failure to transfer funds, monies or securities;
- 2) for any derivative suit or any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, the Securities Act of 1933, the Securities Exchange Act of 1934, or any other federal, state or local securities laws or regulations;
- 3) based upon or arising out of any actual or alleged discharge, dispersal, release or escape of toxic chemicals, liquids or gases, waste materials or other contaminants, or pollutants, however caused;
- 4) based upon or arising out of any suspension or reduction in utilities or telephone communications services not under the **Insured's** control;
- 5) based upon or arising out of declared war;
- 6) based upon or arising out of any infringement of copyright; plagiarism, piracy or misappropriation of ideas; or infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; or
- 7) based upon or arising out of any actual or alleged unfair competition, deceptive trade practices, restraint of trade, or antitrust.

Provided however, that Exclusions 1) through 7) above shall not apply to that portion of an otherwise covered **Claim** for a **Privacy and Network Security Wrongful Act**.

Solely with respect to **Claims for Privacy and Network Security Wrongful Acts** and **Privacy and Network Security Incidents** based upon or arising out of any actual or alleged matter that prior to the **Policy Period** an **Executive Officer** knew or reasonably should have known would likely to lead to a **Claim** or **Expense**.

10. **SECTION V. REPORTING AND NOTICE** subsection **A.** is deleted in its entirety and replaced as follows:

**A.** In the event of a **Claim** or a **Privacy and Network Security Incident**, the **Insured** shall, as a condition precedent to exercising any right to the coverage afforded by this Policy, as soon as practicable forward to the Company every demand, notice, summons and/or pleading received by an **Insured**;

11. **SECTION VIII. GENERAL CONDITIONS** subsection **A.2** is deleted in its entirety and replaced as follows:

The Company shall only be liable for **Damages** and **Claims Expenses** which are in excess of the Deductible(s) set forth in Item 4 of the Declarations. The Deductible(s) shall apply separately to each **Claim** or **Privacy and Network Security Incident** and shall be borne by the **Insured** and remain uninsured. For purposes of the Deductible(s), **Claims** or **Privacy and Network Security Incidents** arising out of one **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as arising out of one **Wrongful Act**, and only one Deductible amount shall apply thereto. The Deductible shall not reduce or increase the Limits of Liability.

12. **SECTION VIII. GENERAL CONDITIONS** is amended to include the following:

1) Incident Response

The third party service providers (each a "Preferred Provider") and their respective services described in this endorsement are pre-approved by the Company to assist the **Insured** in the event of a **Privacy and Network Security Incident**. Preferred Providers are not affiliated with the Company and are solely responsible for all services.

2) Incident Response Consultation Hotline

The Incident Response Consultation Hotline (IRCH), 1-844-844-0103, is provided to assist the **Insured** with responding rapidly, and consistent with industry best practices, to a **Privacy and Network Security Incident**. An **Insured** calling the IRCH will be prompted to leave a voicemail, including return contact information and their Aspen Policy number. The voice message will then be automatically forwarded to the Company, as well as to the **Incident Response Consultation Preferred Provider** identified in this endorsement. The **Insured** will typically receive a response from either the **Incident Response Consultation Preferred Provider** or the Company within four (4) business hours from the time such voicemail was received; however, longer response times may occur.

Calling the IRCH is not a substitute for the **Insured's** reporting and notice obligations under the Policy. As a condition precedent to coverage, the **Insured** must comply with all obligations under the Policy, including without limitation, providing the Company notice of any incident in accordance with Section **V. REPORTING AND NOTICE** of this Policy.

3) Incident Response Consultation Services

Mullen Coughlin, LLC is the exclusive Preferred Provider pre-approved by the Company to provide **Incident Response Consultation** services in connection with a **Privacy and Network Security**

**Incident.** Any decision to engage the services of Mullen Coughlin, LLC is solely at the **Insured's** discretion.

If the **Insured** does elect to retain the services of Mullen Coughlin, LLC, the **Insured** agrees to execute an engagement letter outlining the services to be provided. The Company's liability will only apply to **Incident Response Consultation** services provided by Mullen Coughlin, LLC, regardless of any other services that may be stated in the engagement letter between the **Insured** and Mullen Coughlin, LLC or otherwise provided by Muller Coughlin, LLC.

4) Incident Response Services:

**Data Forensics:**

The Company has a list of Preferred Providers pre-approved to provide **Data Forensics** to the **Insured** in connection with a **Privacy and Network Security Incident**. Please contact the Company's Claims Department at [Professionalliability.claims@aspenspecialty.com](mailto:Professionalliability.claims@aspenspecialty.com) to obtain consultation as to hiring a consultant. Any decision to engage the services of such a Preferred Providers pre-approved to provide **Data Forensics** is solely at the **Insured's** discretion.

These services include:

- a) Evaluation and analysis of the **Insured's Network** to gather and preserve evidence for determining the breadth and source of a **Privacy and Network Security Incident**; and
- b) Data mining to identify the **Affected Population**; and
- c) Remediation of a **Privacy and Network Security Incident** on the **Insured's Network**.

**Notification, Fraud Monitoring and Resolution Services, and Call Center Services:**

AllClear ID is the Preferred Provider pre-approved by the Company to provide **Notification, Fraud Monitoring and Resolution Services** and **Call Center Services** on behalf of the **Insured** in connection with a **Privacy and Network Security Incident**. AllClear ID's services include:

- a) Management of notification letter printing, mailing (via first class mail) and return mailing processing;
- b) Change of address lookup and address verification;
- c) Social Security Number verification and death registry lookup;
- d) Enrollment in Triple Bureau Credit Monitoring for a period up to 12 months from the date of enrollment;
- e) Enrollment in ChildScan for individuals under the age of 18, with continuous service until they reach the age of majority;
- f) Automatic enrollment in Identity Protection, Repair and Resolution Services for a period of 12 months from the date of enrollment; and
- g) **Call Center Services** for a period of up to 12 months following notification of a **Privacy and Network Security Incident**.

- 5) Nothing in this Section is meant nor will it be construed as a guarantee that the Preferred Providers will be available to provide the services described herein. The Company reserves the right to substitute a provider of like qualifications and competency in the event that a Preferred Provider is unavailable to perform the services. The Company may also change, amend or supplement its Preferred Providers from time to time for any reason. Both the Company and the **Insured** will agree in writing prior to retaining any vendor that is not a Preferred Provider.
- 6) Without the prior written consent of the Company, no coverage will be available under this Policy for any services performed by, or any engagement of, any third party service providers that are not specifically identified in this endorsement or pre-approved by the Company.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER: «policyNumber»

Issued by: «insurancecompany»

Issued to: «namedinsured»

Effective date: «EffectiveDate»

Endorsement Number: «No.»



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

Endorsement No.

**SPECIFIC PRODUCTS AND ACTIVITIES EXCLUSION ENDORSEMENT**

In consideration of the premium paid, it is agreed and understood that Section IV.**EXCLUSIONS**, of the referenced Policy, is hereby amended to add the following:

This Policy does not apply to any **Claim** based upon, arising out of, directly or indirectly, or in any way involving:

1. Any Leveraged Exchange Traded Funds or Inverse Exchange Traded Funds.
2. Any cryptocurrency including but not limited to bitcoins.
3. Any Crowdfunding or any investment under the Jump-Start Our Business Start-Ups Act.
4. Any loss of client or customer funds in reliance upon fraudulent instructions.

It is further agreed and understood that Section III.**DEFINITIONS**, of the referenced Policy, is hereby amended by the addition of the following:

- **Auction Rate Security** means long-term municipal bonds, corporate bonds or preferred stock that are traded at auctions that set the products' interest rates and ultimately their price.

It is further agreed and understood that Section III.**DEFINITIONS**, of the referenced Policy, is hereby amended by the addition of the following:

- **Crowdfunding** shall mean the practice of funding a project or venture by soliciting monetary contributions from select potential investors or groups of potential investors, or otherwise mass solicitations to any potential investor, including but not limited to solicitations by means of email, internet web sites or advertisements, or social media.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the Policy, other than as herein stated.

**THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER:**

Issued by:

Issued to:

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

**SPECIFIED PRODUCTS AND SERVICES 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:

1. **SECTION III. – DEFINITIONS**, paragraph **R. Professional Services** is amended to add the following:

**R. Professional Services** means the solicitation, sale or servicing of a Defined Contribution Health Insurance Plan.

2. **SECTION III. – DEFINITIONS**, paragraph **R. Professional Services** is further amended to add the following:

**Professional Services** also means the solicitation, sale or servicing of a life insurance policy approved by the **Sponsoring Company** or a subsidiary in which the premium was paid for, in whole or in part, by or through any premium finance mechanism or any premium finance company provided, however, that the death benefits of such life insurance policy are \$10,000,000 or less.

3. With respect to coverage under sub-section 1., above, this Endorsement is subject to the following Sub-Limit of Liability (which is part of and not in addition to the Limits of Liability):

Each Claim: \$250,000

Agent Aggregate: \$250,000

Maximum Policy Aggregate: \$250,000

4. With respect to coverage under sub-section 2., above, this Endorsement is subject to the following Sub-Limit of Liability (which is part of and not in addition to the Limits of Liability):

Each Claim: \$250,000

Agent Aggregate: \$250,000

Maximum Policy Aggregate: \$250,000

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**PROFESSIONAL SERVICES AMENDMENT ENDORSEMENT – REGISTERED INVESTMENT ADVISERS AND INVESTMENT ADVISOR REPRESENTATIVES 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 with respect to those **Insureds** whose election of this coverage is on file with the **Sponsoring Company** and/or CalSurance:

1. **SECTION III. – DEFINITIONS**, paragraph **K. Insured** is amended to add the following:

AmeriLife Financial Advisors, LLC., solely in its capacity as a **Registered Investment Advisor**.

2. **SECTION III. – DEFINITIONS**, paragraph **K. Insured** is amended to add the following:

**Insured** means any **Investment Advisor Representative** affiliated with the **Insured Registered Investment Advisor**, AmeriLife Financial Advisors, LLC., solely while performing **Professional Services**.

3. **Section III. – DEFINITIONS** is amended to add the following:

**Investment Advisor Representative** means a "Person Associated with an Investment Advisor" as that term is defined in the Investment Advisors Act of 1940, and any amendments thereto, affiliated with the **Insured Registered Investment Advisor**, AmeriLife Financial Advisors, LLC., solely while performing **Professional Services**.

4. **Section III. – DEFINITIONS** is amended to add the following:

**Registered Investment Advisor** means an entity registered with the Securities and Exchange Commission and/or all applicable state governmental or quasi-governmental regulatory authorities, which provides investment advice or management services for a fixed fee, an hourly fee, or a fee based upon a percentage of assets under management.

5. **SECTION III. – DEFINITIONS**, paragraph **R. Professional Services** is amended to add the following:

**R. Professional Services** means the provision of financial, investment or economic advice as a **Registered Investment Advisor** or an **Investment Advisor Representative** affiliated with the **Insured Registered Investment Advisor**, AmeriLife Financial Advisors, LLC., while performing **Professional Services** and in connection with otherwise covered products or services.

6. **SECTION IV. – EXCLUSIONS**, is amended to add the following:

Arising out of the exercising of discretionary authority by an **Insured**; however, this Exclusion shall not apply to 1) the exercising of discretionary authority as a **Registered Investment Advisor** or as an **Investment Advisor Representative** while acting on behalf of the **Insured Registered Investment Advisor** with respect to mutual funds, variable annuities, or variable life products, 2) while providing asset management allocation services for a fee with respect to mutual funds, variable annuities or variable life products or 3) the exercising of discretionary authority as a **Registered Investment**

# SPECIMEN

**Advisor** while providing an advisory program where an outside money manager is used, provided such activity is authorized and approved in writing by the Named Insured.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the Policy, other than as herein stated.

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER

Issued by: Aspen American Insurance Company

Issued to: AmeriLife Holdings, LLC