

Policy Period:

August 1, 2020 to August 1, 2021

Issuing Carrier:

Zurich American Insurance Company, a member company of
Zurich US Insurance Group, An admitted Carrier

Rated: A+ (Superior): XV A.M. Best

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Phone: 800-821-0540

Insureds (includes but is not limited to):

1. The "Named Certificate Holder";
2. Any corporation, partnership or other business entity which engages in Professional Services and which is owned by the "Named Certificate Holder" and then only with respect to those operations of the business entity related to the Professional Services provided by the "Named Certificate Holder";
3. Any person acting on behalf of the "Named Certificate Holder", who was or is either:
 - a. an employee of the "Named Certificate Holder" or "Named Certificate Holder's" business entity or
 - b. a partner, officer, director, stockholder or independent contractor of the "Named Certificate Holder's" business entity provided such person is not party to a contract with any other insurance company;and then only with respect to "Professional Services" provided by the "Named Certificate Holder". Coverage provided to such individuals does not include the direct solicitation of insurance or "Securities" personally or on behalf of the "Named Certificate Holder", regardless of the method of compensation.
4. The heirs, executors, administrators or legal representatives of the "Named Certificate Holder" in the event of death, incapacity or bankruptcy.

Coverage:

The Company shall pay on behalf of the "Insured", subject to the Limits of Liability shown in Item 4. of the "Certificate of Insurance", all sums in excess of the Deductible shown in Item 6. of the Certificate of Insurance" that the "Insured" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Insured" and reported to the Company in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:

1. The "Claim" arises out of a negligent act, error or omission of the "Insured" in rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession as an "Agent", "General Agent" notary public, or "Registered Representative" while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such negligent act, error or omission occurred on or after the "Retroactive Date" and before the end of the "Certificate Period"; or
2. The "Claim" is for a "Personal Injury" caused by an offense arising out of rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession identified in Section I – INSURING AGREEMENTS, Subsection A.1. above while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such "Personal Injury" occurred on or after the "Retroactive Date" and before the end of the "Certificate Period".

Coverage Options:

Tier I: The sales and/or servicing of NAU Country Insurance
Company Products Only

or

Tier II: Tier I plus, the sales or servicing of brokered Crop Insurance, Property & Casualty Insurance, Fixed Life, Accident and Health and Employee Benefit Plans.

Limit Options:

\$1,000,000 each Claim

\$1,000,000 aggregate each Named Certificate Holder

or

\$2,000,000 each Claim

\$2,000,000 aggregate each Named Certificate Holder

Defense Costs:

Within the limits of liability

Policy Aggregate:

None.

Deductibles (applicable to Damages Only):

Tier I: NAU products only

\$ 5,000 each Claim involving a NAU product/service only

\$10,000 each Claim when available mapping technology was not used

Deductibles (applicable to Damages Only): continued

Tier II: NAU and other company products

\$ 5,000 each Claim involving a NAU product/service only

\$10,000 each Claim for all other covered products or services

\$10,000 each Claim when available mapping technology was not used

A deductible waiver of 50% will apply to the first paid Claim involving NAU products. The waiver is contingent upon the Insured having zero paid claims. Deductible waiver only applicable to Claims involving NAU Products when available mapping technology was used.

Retroactive Date:

The inception date of the Insured Agent's first claims made agent's professional liability policy from which date coverage has been maintained in force without interruption and for which written proof is provided to the company.

Automatic Extended Reporting Periods:

If a contract between an Insured Agent and NAU terminates during the Policy Period, coverage continues until the expiration date of the policy, or ninety (90) days after Termination of Coverage, whichever is later. The Insured Agent shall have a free Automatic Extended Reporting Period from the later of termination of coverage or the policy expiration date to report in writing any Claim that is first made during such period and arises out of a negligent act, error or omission or Personal Injury which occurred before such date and on or after the Retroactive Date. No coverage shall be provided in the event the Insured Agent has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period, if such is purchased.

Automatic (2-year Extended Reporting Period for termination due to Retirement, Disability or Death):

If the Insured Agent's contract is terminated due to retirement from the business of providing Professional Services, total and permanent disability, or death, the Insured Agent shall have a free Automatic Extended Reporting Period from the end of the Policy Period until two (2) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the Termination of Coverage or the end of the Policy Period (whichever is later) and on or after the Retroactive Date. No coverage shall be provided in the event the Insured Agent has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period, if such is purchased.

Optional Extended Reporting Periods:

If the Insured Agent's contract terminated due to retirement from the business of providing Professional Services, total and permanent disability, or death the Optional Extended Reporting Periods shown below may be purchased by submitting a written

request and the applicable additional premium within sixty (60) days of termination:

- a. Three (3) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the end of the Policy Period and on or after the Retroactive Date may be purchased for an additional premium of 200% of the Insured Agent's last annual premium; or
- b. Five (5) years after such termination date to report in writing any Claim which is first made during said Extended Reporting Period and arises out of a negligent act, error or omission or Personal Injury which occurred before the end of the Policy Period and on or after the Retroactive Date may be purchased for an additional premium of 300% of the Insured Agent's last annual premium.

Exclusions: (including, but not limited to)**This Policy does not apply to any Claim:**

- A. Arising out of any act, error or omission of the Insured committed with dishonest, fraudulent, malicious or knowingly wrongful purpose or intent; however, notwithstanding the foregoing, the Insured shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the Insured shall reimburse Zurich for all Defense Costs incurred by Zurich.
- B. Alleging bodily injury, sickness or death of any person, or injury or destruction of any tangible property, including loss of use thereof;
- C. Alleging the liability of others assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured even in the absence of such agreement;
- D. By an enterprise which one or more Insureds own, operate, control or manage; or any Claim by an enterprise which owns, operates, controls or manages an Insured;
- E. Arising out of services performed by the Insured as an actuary, accountant, attorney, real estate agent or real estate broker, named fiduciary or third party claims administrator;
- F. Arising out of or contributed to by, any commingling of, or use of client funds;
- G. Arising out of, directly or indirectly, the insolvency, receivership, bankruptcy, or inability to pay of any organization in which the Insured
 - 1. Has placed or obtained a client's coverage;
 - 2. Has placed a client's funds; or
 - 3. Has recommended a client invest. However, this exclusion shall not apply if the Claim is based upon the insolvency, receivership, liquidation or inability to pay of any insurance company that was rated as A- or better by A.M. Best company at the time the business was placed, obtained or recommended;
- H. Arising out of the Insured's activities in computer programming or processing if the resulting programs or software are sold or distributed of if a fee is charged for use for such program or software;
- I. Made against any Insured or the Additional Insured by:
 - 1. Any Insured;
 - 2. Any Additional Insured;
 - 3. Any Broker Dealer;
 - 4. Any other insurance company;
 - 5. Any other insurance agency, brokerage or intermediary;
 - 6. Any person or entities who in the past were, but are not currently, parties to an agent contract with the Additional Insured; or
 - 7. Any subsidiary or affiliate of the Insured, Additional Insured, or Named Insured;
- J. Arising out of the use of confidential information by an Insured, including but not limited to such use for the purpose of replacement of coverage;
- K. Arising out of the Insured's inability or refusal to pay or collect premium, claim or tax monies, including surcharges or assessments of any kind;
- L. Arising from, or contributed to by, the placement of client's coverage or funds directly or indirectly with any organization which is not licensed to do business in the state or jurisdiction with authority to regulate such business. However, this exclusion does not apply to any Claim arising from or contributed to by the placement of client's coverage or funds directly or indirectly with any organization which is an eligible surplus lines insurance company in the state or jurisdiction with authority to regulate such business;
- M. Arising out of the ownership, formation, operation, administration, or advice, referral, recommendation, or placement of coverage with any self-insured health maintenance organization (HMO), self-insured preferred partner organization (PPO), risk retention group, Multiple Employer Welfare Arrangement, self-insurance program or purchasing group;
- N. Arising out of or based upon:
 - 1. The Federal Telephone Consumer Protection Act (47 U.S.C. sec 227), Drivers Privacy Protection Act (18 U.S.C. sec 2721-2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. sec 7701, et seq.); or
 - 2. Any other federal, state or local statute, regulation or ordinance that imposes liability for the:
 - a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
 - b. Unlawful use, collection, dissemination, disclosure or redisclosure of personal information in any manner by an Insured or on behalf of any Insured;
- O. Arising out of the purchase, sale or the giving of advice regarding:
 - 1. Commodities, commodity future contracts, warrants, forward contracts, interest rate swaps or option contracts other than covered call option contracts or auction rate securities;
 - 2. Any security priced under five dollars (\$5.00) at the time of purchase;
 - 3. Promissory notes or other non-securitized evidence of debt;
 - 4. Viatical settlements, life settlements, stranger owned life insurance policies, or any security backed by either viatical, settlements, life settlements or stranger owned life insurance policies;
- P. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulator or self-regulatory entity, whether directly or indirectly; however, this exclusion shall not apply to any Claim by such entity to enforce its rights as a direct customer of the Insured or Additional Insured;
- Q. Brought by, or on behalf of, any clearing agency or arising out of any function of any Insured or Additional Insured as a clearing agency;
- R. Arising out of the Insured's activities in exercising discretionary authority, management or control over a customer's account;
- S. Arising out of or based upon infringement of patent, copyright, trademark, service mark, trade dress, trade secret or trade name, unfair competition or piracy, theft or wrongful taking of concepts including using another's advertising ideas or other intellectual property;
- T. For Personal Injury:
 - 1. Sustained by any Insured or Additional Insured;
 - 2. Caused by or at the direction of the Insured with the knowledge that the offense would violate the rights of another and would inflict Personal Injury;
 - 3. Arising out of oral or written publication of material, if done or at the direction of the Insured with knowledge of its falsity;
 - 4. Arising out of an electronic chatroom or bulletin board the Insured uses, owns or over which the Insured exercises control; or
 - 5. Arising out of the unauthorized use of another's name or product in the Insured's email address, domain name or metatag, or any other similar tactics to mislead another's potential customer;
- U. Arising out of alleged discrimination of any kind;
- V. Prior to the first effective date of coverage issued to the Named Certificate Holder provided no Insured had any basis:
 - 1. To believe that any Insured had knowledge of any negligent act, error or omission or Personal Injury;
 - 2. To foresee that any such negligent act, error or omission or Personal Injury or any related negligent act, error or omission or Personal Injury might reasonably be expected to be the basis of a Claim;
- W. Based upon, arising out of, or attributable to:
 - 1. The actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of Pollutants into or on real or personal property, water or the atmosphere; or
 - 2. Any direction or request that the Insured tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes Pollutants, or any voluntary decision to do so.

This pollution exclusion applies whether or not such Pollutants have any function in the Insured's business, operations, premises, site or location and regardless of whether any other cause, event material or product contributed concurrently or in any sequence to any Damages and Defense Costs associated with such Pollutants; or
- X. Based upon, arising out of, or attributable to the quality of care rendered by, lack of care rendered by, or the alleged malpractice of a participating provider of health-related services, its employees, physician, or other practitioner, of any Health Maintenance Organization or other Healthcare provider;
- Y. Which is a class action Claim; provided, however, this exclusion shall not apply to Defense Costs which the Named Certificate Holder in such Claim incurs up to the amount shown in the Certificate of Insurance as applicable to each Claim/each Named Certificate Holder, subject to the limits of liability shown in Item 4. of the Certificate of Insurance; or
- Z. Based upon or attributable to the purchase, sale, or servicing of Marine Insurance and Aviation Insurance.
- AA. This Policy does not apply to any "Claim" or circumstance which may be expected to give rise to a Claim based upon, arising out of, or attributable to Virtual Currency.