

Exclusions: (including, but not limited to)

- 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 or if a fee is charged for use of 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, advice, of any health maintenance organization (HMO), preferred partner organization (PPO), risk retention group, Multiple Employer Welfare Arrangement (MEWA), 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;
 5. Reverse mortgages or similar transactions in which the present value of a conditional contract is exchange or sold;
6. ETS pay phones or pay phone investments;
7. Junk Bonds or High Yield Bonds. For the purposes of this exclusion, Junk Bonds or High Yield Bonds mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
8. A qualified retirement plan (intended to be a plan) described in Section 412(i) of the Internal Revenue Code of 1986, as amended (the "Code") (prior to the amendments by the Pension Protection Act of 2006) or Section 412(e)(3) of the Code (after the amendments by the Pension Protection Act of 2006) or any successor thereto;
9. A single employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(e) of the Internal Revenue Code of 1986, as amended or any successor thereto; or
10. A multiple employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(A)(f)(6) of the Internal Revenue Code of 1986, as amended or any successor thereto;
- P. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulatory 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 hosts, 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, omission, or Personal Injury;
 2. To foresee that any such negligent act, error, 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 arising out of or attributable to the purchase, sale, servicing and referral of any aviation, marine, yacht, or personal watercraft policy.
- 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". "Virtual Currency" means any digital or on-line peer to peer medium of exchange (including but not limited to crypto currencies, digital currencies or any other type of electronic currency) that: i) is not issued or guaranteed by any central bank, government or public authority, ii) adopted or authorized by a domestic or foreign government as a part of its currency.
- BB. Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

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