American Fraternal Alliance Participating Societies
Sponsored Agents' E&O Program – Outline of Coverage

Policy Period:
January 1, 2027 to January 1, 2028

Policy Number:
EOC3781264-26

Insurer:
Zurich American Insurance Company
Admitted – Rated A+, XV (Superior) by A.M. Best

The information obtained from A.M. Best dated September 04, 2026 is not in any way CalSurance Associates' warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of publication.

Risk Purchasing Group Membership:
By applying for this insurance, agents are applying for membership in the Zurich US Select Financial and Insurance Agents Professional Liability Risk Purchasing Group, LLC, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901et seq.). *There is no additional charge for this membership.*

Claims Administration:
Lancer Claims Services, a division of Brown & Brown Program Insurance Services, Inc.
Phone: (800) 821-0540 Email: FirstReports@lancerclaims.com

Program Administrator:
CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc.
Domiciled in California | CA License Number 0B02587
Phone: (800) 745-7189 | Email: info@calsurance.com

Limit of Liability Options (Claims Expenses Outside the Limits of Liability):

$ 2,500,000 Each Claim / $ 2,500,000 Aggregate; or

$ 5,000,000 Each Claim / $ 5,000,000 Aggregate

Policy Aggregate:
None

Deductible (applicable to Damages Only):

$0	Each Claim involving products of a member Fraternal that participates in this E&O program
$1,000	Each Claim involving all other covered products

Agent (Named Certificate Holder):
"Agents" means the individuals as shown in Item 1. of the "Certificate of Insurance", provided that they are party to a written contract with the "Additional Insured" on the effective date of this Policy and:

1. they are licensed by the appropriate authority to solicit and sell life, accident and health insurance products or services; or
2. they are exempt from licensure pursuant to Pennsylvania Statues Title 40 Pa. Stat. § 991.2459; Ohio Revised Code Section 3921.33; Maryland Statues Insurance Title 8 Subtitle 4, Part V, Section 8-449; Commonwealth of Massachusetts General Laws Part I, Title XXII, Chapter 176, Section 35; The Laws of New York-Consolidated Laws of New York-Chapter 28, Article 21; and Code of the District of Columbia § 31–5330 .

Such individuals shall be specifically designated by name and their names shall be on file with the "Additional Insured".

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AFA Sponsored Agent's E&O Program – Outline of Coverage

Insured:

"Insured" means:

1. The "Agent";
2. Any corporation, partnership or other business entity which engages in "Professional Services" and which is owned by the " Agent ", and then only with respect to those operations of the business entity related to the "Professional Services" provided by the " Agent";
3. Any person acting on behalf of the " Agent", who was or is an employee of the " Agent" or " Agent" business entity or a partner, officer, director or stockholder of the " Agent" business entity, provided that such person is not a party to a contract with any other insurance company, and then only with respect to "Professional Services" provided by the " Agent"; or
4. The heirs, executors, administrators or legal representatives of the "Agent" in the event of death, incapacity or bankruptcy.

Professional Services:

"Professional Services" mean:

1. The sale or servicing of:
    a. Life insurance, accident and health insurance, disability income insurance and annuities;
    b. Variable insurance products, including but not limited to variable annuities, flexible and scheduled premium annuities and variable life insurance;
    c. Employee benefit plans funded with those products listed herein in Subsections II.Q.1.a. and b.; and
    d. Final expense and PreNeed insurance.
    e. 529 Plans sold through any "Broker/Dealer"; or**
    f. Mutual funds registered with the U.S. Securities and Exchange Commission and sold by a licensed "Registered Representative" through a Financial Industry Regulatory Authority ("FINRA")-licensed "Broker/Dealer".**
2. The supervision and training by a "General Agent" over the conduct of any "Insured".

**Optional coverage with election and payment of additional premium ($75)

Retroactive Date:

"Retroactive Date" means the earlier of the inception date of the "Agent's" first continuous date of contract with the "Additional Insured" or inception date of the 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.

Extended Reporting Period:

1. Automatic Extended Reporting Period Of One (1) Year – "Named Certificate Holder"

    On the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., the insurance under this Policy shall cease on such date. The "Named Certificate Holder" shall have a free Automatic Extended Reporting Period of one (1) year after such date to report in writing to the Company any "Claim" which is first made during said Automatic Extended Reporting Period of one (1) year 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 "Named Certificate Holder" has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Automatic Two (2) Year Extended Reporting Period below or the Optional Extended Reporting Period, if such is purchased.

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2. Automatic Extended Reporting Period Of Two (2) Years – Named Certificate Holder

   On the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., by reason of the "Named Certificate Holder's" retirement from the business of providing "Professional Services" or due to the "Named Certificate Holder's" retirement from the business of providing "Professional Services" or due to the "Named Certificate Holder's" having found to be totally and permanently disabled in accordance with formal disability procedures of the "Additional Insured", or death, the insurance under this Policy shall cease on such date. The "Named Certificate Holder" shall be entitled to a free Automatic Extended Reporting Period of two (2) years after such date to report in writing to the Company any "Claim" which is first made during said Automatic Extended Reporting Period of two (2) years and arises out of any negligent act, error or omission or "Personal Injury" which occurred before such date and on or after the "Retroactive Date". Notwithstanding Section VII – CONDITIONS, Subsection A., no coverage shall be provided in the event the "Named Certificate Holder" has any other insurance. This Automatic Extended Reporting Period of two (2) years shall be included within the Optional Extended Reporting Period, if such is purchased. No coverage shall be provided if the "Named Certificate Holder" cancels this Policy before the end of the "Policy Period".

3. Optional Extended Reporting Period – Named Certificate Holder

   The Automatic Extended Reporting Period of two (2) years provided in Subsection C.2. above may be extended so that the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representative of a deceased "Named Certificate Holder", may elect to purchase an Optional Extended Reporting Period for "Claims" which are first made and reported in writing within:

   a. Three (3) years of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4. if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representative of the deceased "Named Certificate Holder" pays an additional premium equal to two hundred percent (200%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.

   b. Five (5) years of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", the legal representatives of the deceased "Named Certificate Holder" pays an additional premium equal to three hundred percent (300%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.; or

   c. An unlimited amount of time of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representatives of the deceased "Named Certificate Holder" pays an additional premium equal to four hundred percent (400%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.

4. Conditional Automatic Unlimited Extended Reporting Period – "Named Certificate Holder"

   On the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., the insurance under this Polic shall cease on such date. However, notwithstanding the Extended Reporting Periods provided in Section IV – EXTENDED REPORTING PERIODS, Subsections C.1. and C.2., so long as the "Master Policy" is maintained with the Company, the "Named Certificate Holder" shall have a free Conditional Automatic Unlimited Extended Reporting Period, after such date of "Termination of Coverage" to report in writing to the Company any "Claim" which is first made during said Conditional Automatic Unlimited Extended Reporting 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". Notwithstanding Section VII – CONDITIONS, Subsection A. OTHER INSURANCE, no coverage shall be provided in the event the "Named Certificate Holder" has any other applicable insurance.

   Any other applicable Automatic Extended Reporting Period and any Optional Extended Reporting Period, if such is purchased, shall be included within this Conditional Automatic Extended Reporting Period.

The Extended Reporting Periods do not reinstate or increase the Limits of Liability beyond the Limits of Liability available on the "Certificate of Insurance", nor extend the "Certificate Period".

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The Extended Reporting Periods do not apply to any "Claim" that is covered under any subsequent insurance issued to the "Named Certificate Holder", or that would be covered but for the exhaustion of the Limits of Liability applicable to such insurance.

"Claims" for any negligent act, error or omission or "Personal Injury" which are first made and reported during an Extended Reporting Period, if applicable, will be deemed to have been made on the last day of the "Certificate Period".

Exclusions *(including, but not limited to):* ***Premium Finance Exclusion (New)***

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 the Company for all "Defense Costs" incurred by the Company;

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, inability to pay of any organization in which the "Insured" has placed or obtained coverage or in which an "Insured" has placed the funds of a client or account; however, the exclusion shall not apply if:

   1. the "Claim" is based upon the insolvency, receivership, liquidation, or inability to pay of any insurance company that was rated "B+" or better by A.M. Best Company at the time the business was placed; or

   2. if the "Claim" is based upon the "Additional Insured(s)" insolvency, receivership, liquidation or inability to pay;

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;

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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 or administration of, or advice regarding, referral to, recommendation of or placement of coverage with any self-insured health maintenance organization (HMO), self-insured preferred provider organization (PPO), risk retention group, 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 exchanged 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;

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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 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.

1. Based upon or arising out of any Pension, Profit Sharing, Health and Welfare or other Employee Benefit Plan or Trust sponsored by the "Insured" as an employer;
2. Arising out of 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);
3. Arising out of or involving investment products partially or totally owned by the "Insured"; or
4. Arising out of the brokering of structured settlements; however, this exclusion does not apply to any "Claim" arising from or contributing to the sale of annuity products used to fund the structured settlements.

Y. Based upon, arising out of, or attributable to any present or former employee or applicant for employment based upon, arising out of or attributable to any actual or alleged wrongful dismissal, discharge or termination of employment (whether actual or constructive), discrimination or harassment in employment (whether based upon race, age, sex, age, national origin, religion, disability, sexual preference or any other classification deemed inappropriate under applicable federal, state or local law), wrongful deprivation of career opportunity, failure to employ or promote, wrongful discipline, negligent evaluation, libel, slander, or other defamation, invasion of privacy or loss of consortium;

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Z. Based upon, arising out of, or attributable to any service by the "Insured" in any position or capacity in any organization other than the "Additional Insured", even if the "Additional Insured" directed or requested the "Insured" to serve in such other position or capacity;

AA. Based upon, arising out of or attributable to rendering or failing to render advice or other services to clients or customers in connection with any merger, acquisition, restructuring or divestiture;

BB. Based upon, arising out of or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 or amendments thereto or similar provisions of any federal, state or local statutory law or common law upon fiduciaries of any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the "Additional Insured";

CC. based upon, arising out of, or attributable to property management services, real estate appraisal services, or real estate development services by an "Insured" in any position or capacity in any organization even if the "Additional Insured" directed or requested the "Insured" to serve in such other position or capacity;

DD. based upon, arising out of or attributable to an actual or alleged violation of the Sherman Anti-Trust Act, the Clayton Act or the Federal Trade Commission Act, as amended, or any other federal, state, local, common or foreign laws involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade, unfair trade practices or tortious interference with another's actual or prospective business or contractual relationships or opportunities.

EE. 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";

Solely as applies to coverage afforded by the Security and Privacy Coverage Added endorsement, Section VI. EXCLUSIONS, Paragraphs A. B, K, R, T, W, Y, and Z are deleted and replaced with the following:

A. Any dishonest, fraudulent, criminal, or malicious "Wrongful Act" committed by an "Insured"; any intentional or knowing violation of law committed by an "Insured"; or any gaining of any profit, remuneration, or financial or non-financial advantage by an "Insured" to which the "Insured" was not legally entitled;

   provided, however, we will pay "Defense Costs" and defend such "Claim" until there is a judgment, binding arbitration decision or final adjudication which establishes such dishonest, fraudulent, criminal or malicious "Wrongful Act", intentional or knowing violation of law or profit, remuneration, or advantage. In this event, the "Insured" shall reimburse us for any "Defense Costs" paid by us on behalf of such "Insured" resulting from such "Claim".

B. Any actual or alleged bodily injury, mental anguish, emotional distress, pain and suffering, shock, or humiliation, sickness, disease, or death of any person or "Property Damage"; provided, however, this exclusion does not apply to mental anguish, emotional distress, pain and suffering, or shock resulting from a "Privacy Event".

K. Any "Claim" brought by or on behalf of, or at the behest or for the benefit of:

   1. Any "Insured";
   2. Any "Broker/Dealer";
   3. Any other insurance company;
   4. Any other insurance agency; or

   provided, however, this exclusion shall not apply to any "Claim" brought by any "Insured" in his or her capacity:

   1. as a customer or client of the "Insured"; or
   2. as an employee of the "Insured" for a "Privacy Event" relating to the unauthorized disclosure of such employee's "Personal Information".

R. Any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by the ""Insured"" or any other third party, including actual or alleged violations of:

   1. the Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law; or

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2. the CAN-SPAM Act of 2003, including any amendment or addition to such law; or
3. any other federal, state or foreign anti-spam statute or federal, state or foreign statute, law, ordinance or regulation relating to a person's or entity's right of seclusion or the prohibition or limitation of the sending, transmitting, communication or distribution of material or information.

T. 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; provided however, this exclusion shall not apply to a "Regulatory Proceeding" that may constitute, or a "Privacy Wrongful Act" or a "Security Wrongful Act" alleging a violation of, a "Privacy Regulation".

W. Any actual or alleged theft, infringement, dilution, violation or misappropriation of any patent, trade secret, copyright, service mark, trade name, trade mark or other intellectual property of any third party; provided, however, this exclusion shall not apply to the extent any "Claim" alleges an inadvertent disclosure of a trade secret that constitutes a "Privacy Event".

Y. Any actual or alleged:

a. Refusal to employ a person;

b. Termination of a person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, false imprisonment, invasion of rights to privacy, infliction of emotional distress, defamation, harassment, humiliation or discrimination directed at a person; or

d. Any "Claim" by the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs a, b, or c. above is directed.

This exclusion applies:

1. Whether the "Insured" may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to any "Claim" by an "Employee" of an "Insured" for a "Privacy Event" relating to the unauthorized disclosure of such "Employee's" "Personal Information".

Z. Any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by an "Insured", or was first reported to any insurer, prior to the effective date of the "Certificate Period".

If an "Insured" is added to this policy subsequent to the effective date of the "Certificate Period", then this insurance shall not apply to any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by that "Insured", or was first reported to any insurer, prior to the date that such "Insured" was added to this policy.

If this Endorsement was added to this policy subsequent to the inception date of the "Certificate Period", then this insurance shall not apply to any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by an "Insured", or was first reported to any insurer, prior to the date that this Endorsement was added to this policy.

In addition to Section **VI. EXCLUSIONS**, we will not pay any "Loss" or any "Privacy Breach Costs" resulting from any "Claim" made against any "Insured", any "Privacy Breach Costs" the "Insured" incurs resulting from a "Privacy Event" based upon, arising out of or attributable to:

Breach of any warranty, guarantee, or promise of fitness or suitability, whether express, implied, constructive, oral or written;

Any actual or alleged unfair competition, deceptive or unfair trade practice, false or deceptive advertising or misrepresentation, price fixing, restraint of trade, monopolization, consumer fraud or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, as amended, or any other federal, state, local, foreign or common law or rules or regulations involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade, or otherwise protecting trade competition; provided, however, this exclusion shall not apply to a "Regulatory Proceeding" that may constitute, or a "Privacy Wrongful Act" or a "Security

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Wrongful Act" alleging, a violation of Section 5(a) of the Federal Trade Commission Act (15 U.S.C. 45(a)), including a "Consumer Redress Fund" established in resolving such a "Regulatory Proceeding";

Any intentional failure by the "Insured" to disclose the loss of "Personal Information" in violation of any law or regulation.

Any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or "Software" or any other infrastructure;

The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; any "Claim" or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "Pollutants";

Any failure of the "Insured's" products, including "Software", to perform the function or serve the purpose intended;

War including undeclared or civil war, warlike action by a military force including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, riot, usurped power, or action taken by governmental authority in hindering or defending against any of these;

Any seizure, confiscation, expropriation, nationalization, or destruction of a "Computer System" by order of any governmental authority;

Any fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;

Any taxes, fines, or penalties imposed by any self regulating organization including but not limited to the PCI Security

Standards Council or similar organization, or any rules, programs, by-laws, policies, procedures, regulations or requirements established or imposed by any payment card company; or

Any "Privacy Wrongful Act" or "Security Wrongful Act" committed by the "Additional Insured".

This Policy does not apply to any "Social Engineering Claim":

A. Based upon, arising out of any, directly or indirectly resulting from, or in any way involving any actual or alleged:

   1. Costs or expenses for the reprinting, reposting, recall, removal or disposal of any online content or any other information, content or media, including any media or products containing such online content, information, content or media;

   2. Costs or expenses incurred by any "Insured" or others:

      a. To recall, repair, withdraw, replace, upgrade, supplement or remove an "Agents'", "General Agents'" or "Registered Representatives'" online content, products or services from the marketplace, including but not limited to products or services which incorporate an "Agents'", "General Agents'" or "Registered Representatives'" online content, products or services; or

      b. For any loss of use by any "Insured" or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplement or removal;

   1. Fines or penalties arising out of any agreement by any "Insured" to comply with or follow the PCI Standard or any Payment Card Company rules, or to implement, maintain or comply with any security measure(s) or standards related to any payment card data;

   2. Unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including but not limited to unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, pop-up or pop-under Internet advertising or fax-blasting, direct mailing or telemarketing, or actual or alleged violations of the Telephone Consumer Protection Act of 1991, as amended, the CAN-SPAM Act of 2003, as amended, and any other

Please review the policy and program materials. A complete copy of the policy is available by calling 800-745-7189 or emailing info@calsurance.com. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions, endorsements, and exclusions of the actual policy. In all circumstances the actual policy language will prevail. The outline of coverage is not a complete reflection of the policy, certain coverages may not apply. Please refer to your certificate of insurance as evidence of your coverage selections.

federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion; or

3. Unauthorized or illegal collection of any data or information, including but not limited to the collection of any data or information using cookies, spyware, or other malicious code, or the failure to provide adequate notice that data or information is being collected.

B. Based upon, arising out of or in consequence of, directly or indirectly resulting from or in any way involving any Section 605 (requirements relating to information contained in consumer reports) or Section 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts; or

C. Covered in whole or in part under any other insurance.

Please review the policy and program materials. A complete copy of the policy is available by calling 800-745-7189 or emailing info@calsurance.com. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions, endorsements, and exclusions of the actual policy. In all circumstances the actual policy language will prevail. The outline of coverage is not a complete reflection of the policy, certain coverages may not apply. Please refer to your certificate of insurance as evidence of your coverage selections.