

LAWYERS' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE - THIS IS A CLAIMS MADE AND REPORTED POLICY.

PLEASE READ IT CAREFULLY.

COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO THE COMPANY IMMEDIATELY BUT IN NO EVENT LATER THAN SIXTY (60) CALENDAR DAYS AFTER THE EXPIRATION DATE OF THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES.

All words or phrases (other than captions) that appear in bold face are defined in **SECTION I: B. DEFINITIONS**. The descriptions in the headings and subheadings of this policy are solely for convenience and form no part of the terms, conditions, exclusions and limitations of this policy.

Throughout the policy the words "you" and "your" refer to the **named insured** and **predecessor firm(s)**. The words "we", "us" and "our" refer to the company providing this insurance as shown in the Declarations.

In consideration of the payment of the premium as set forth in the Declarations, and in reliance upon the statements, representations, and warranties in the application which are made part of this policy, and subject to the **limits of liability** as set forth in the Declarations and to all the exclusions, conditions, and other terms of the policy, we agree with you as follows:

SECTION I: SCOPE OF COVERAGE

A. COVERAGE AGREEMENT

We will pay on behalf of an **insured**, subject to the **limit of liability**, such **damages** and **claims expenses** in excess of the applicable deductible for **claims** made during the **policy period** or applicable **extended reporting period** and reported in writing to us immediately, but in no event later than sixty (60) calendar days after the expiration date of the **policy period** or applicable **extended reporting period**. The **damages** must arise out of a negligent act, error, omission or **personal injury** in the rendering of or failure to render **professional legal services** for others by you or on your behalf provided always that the negligent act, error, omission or **personal injury** occurs on or after the **retroactive date** as stated in the Declarations.

B. DEFINITIONS

Whenever used in the policy:

1. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including the death of any person, resulting at any time. **Bodily injury** includes mental anguish and emotional distress.
2. **Claim** means:
 - a. A demand received by an **insured** for money or services alleging a negligent act, error, omission or **personal injury** in the rendering of or failure to render **professional legal services** for others by you or on your behalf; or
 - b. Service or receipt of a suit or arbitration proceedings or any other alternative dispute resolution proceeding in which **damages** are claimed.
3. **Claims expense** means all reasonable and necessary fees charged by (an) attorney(s) designated or approved in writing by us and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, suit or proceeding arising in connection therewith, if incurred by us or by an **insured** with our written consent. **Claims expense** includes but is not limited to;
 - a. Costs taxed against an **insured** in **claims** or suits; and

- b. Interest on the entire amount of any judgment which accrues after the entry of judgment and before we have paid or tendered or deposited into court that part of the judgment which does not exceed the applicable **limit of liability** shown in the Declarations; and
 - c. Premiums on appeal bonds in any suit and premium on bonds to release attachments in any suit for an amount not in excess of the applicable **limit of liability** shown in the Declarations. We shall not be obligated to apply for or furnish any bonds; and
 - d. Reasonable and necessary expenses incurred by an **insured** at our request to assist us in the investigation of a **claim**, including actual loss of earnings up to \$500 a day for each **insured** because of time off from work, subject to a limit of \$5,000 for each individual **insured** and subject to a maximum limit of \$10,000 per **policy period**. The deductible does not apply to these expenses.
 - e. Reasonable legal expenses, incurred by an **insured** resulting from the defense of a proceeding by a regulatory or disciplinary official or agency to investigate charges of professional misconduct in the rendering of or failure to render **professional legal services** subject to a limit of \$10,000 per **policy period**.
4. **Damages** mean compensatory damages that an **insured** becomes legally obligated to pay as a result of any judgment, award or settlement, provided any settlement is negotiated with our assistance and approval.

Damages does not include:

- a. Any fines, sanctions or penalties, or punitive or exemplary damages; or
 - b. Restitution, reduction, or set off of any fees, other consideration, and/or expenses paid to or charged by an **insured** for **professional legal services**; or
 - c. Any damages which are a multiple of compensatory **damages** awarded against an **insured**; or
 - d. Matters deemed uninsurable by law; or
 - e. Equitable, injunctive or other non-monetary relief.
5. **Extended reporting period** means a period of time immediately following the effective date of termination, cancellation, or non-renewal of this policy in which **claims** may be made against an **insured** and reported to us under this policy and are the result of a negligent act, error, omission, or **personal injury** which occurred prior to the end of the **policy period** and after the **retroactive date** and which are otherwise covered under this policy.
6. **Insured** means:
- a. The **named insured** and **predecessor firm(s)**; and
 - b. Any lawyer who was, is now or hereafter becomes a principal, officer, director, employee, principal shareholder or member of yours, but only while acting within the scope of their duties for you; and
 - c. Any lawyer who has retired from you, but only for **professional legal services** while acting within the scope of his or her duties for you; and
 - d. Any lawyer retained as an Of Counsel, Independent Contractor or on a per diem basis by you, but only with respect to **professional legal services** while acting within the scope of their duties for you; and
 - e. Any non-lawyer employees, but only while acting within the scope of their duties for you; and
 - f. The estate, heirs, executors, administrators, and legal representatives of any **insured** in the event of the **insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that the **insured** would otherwise be provided coverage under this policy; and
 - g. Any organization you newly acquire or form is an **insured** under this policy provided written notice is given to us within forty-five (45) days of the acquisition or formation, the new entity meets our underwriting eligibility guidelines, and we provide you with our written acceptance. This provision applies to any principal, officer, director, employee, principal shareholder or member of such newly acquired or formed organization.

However, coverage under this provision does not apply to **claims** that occurred before you acquired or formed the organization.

7. **Limit of Liability** means the most that we will pay for all **damages** and **claims expenses** for all **claims** to which this insurance applies pursuant to **SECTION I: D. LIMITS OF LIABILITY AND DEDUCTIBLE**.
8. **Named Insured** means the individual or entity stated in the Declarations.
9. **Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment; or
 - b. Abuse of process or malicious prosecution; or
 - c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor; or
 - d. The publication or utterance of a libel or slander or other defamatory or disparaging material or publication or utterance in violation of an individual's right of privacy.
10. **Policy Period** means the period from the inception date of this policy to the policy expiration date as stated in the Declarations or the date of cancellation, whichever is earliest.
11. **Predecessor firm** means any legal entity disclosed to us which was engaged in the practice of law and to whose financial assets and liabilities the **named insured** is the majority successor in interest.
12. **Professional Legal Services** means services performed or advice given by you or on your behalf for others in the conduct of your practice as a:
 - a. Lawyer; or
 - b. Real estate title insurance agent; or
 - c. Notary public; or
 - d. Arbitrator; or
 - e. Mediator; or
 - f. Member, director, or officer of any Bar Association, its governing board or any of its committees; or
 - g. Administrator, conservator, executor, guardian, trustee, receiver, or in any other similar fiduciary capacity.

Professional Legal Services includes the publication or presentation of research papers or similar materials by an **insured**, but only if the fees generated from such work are not greater than five thousand dollars (\$5,000).

Professional legal services does not include services performed or advice given while acting in the capacity of an employee, officer, director, partner, shareholder, principal, investor, member, agent or in any other capacity that gives rise to a conflict of interest of any organization other than the **named insured** or any **predecessor firm(s)**.
13. **Property Damage** means
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
14. **Retroactive date** means the date specified in the Declarations, or in any endorsement attached to this policy, on or after which the negligent act, error, omission, or **personal injury** must have occurred in order for any **claim** or any notification given to us pursuant to **SECTION III: A. NOTICE OF CLAIM OR AWARENESS OF CIRCUMSTANCES** to be covered under this policy.

C. DEFENSE AND SETTLEMENT

1. Subject to all terms and conditions of the policy, we shall appoint counsel of our choice to defend any suit against an **insured** seeking **damages** which are payable under the terms and conditions of this policy, even if any of the

allegations of the suit are groundless, false, or fraudulent. Other than suits for **damages** as set forth above, we at our sole option shall have the right, but not the obligation, to appoint counsel to defend any suit or other proceeding.

2. We shall not settle a **claim** without an **insured's** consent, but such consent shall not be unreasonably withheld. If, however, an **insured** shall refuse to consent to a settlement recommended by us and acceptable to the claimant and shall elect to pursue the defense of such **claim** or continue proceedings in connection with the **claim**, then our liability for **damages** and **claim expenses** relating to that **claim** shall not exceed the total amount for **damages** and **claim expenses** which we would have paid up to the date of the **insured's** refusal.

Bankruptcy, insolvency, or dissolution of an **insured** or of an **insured's** estate shall not relieve us or the **insured** of its obligations under this policy. In the event of your bankruptcy, insolvency, or dissolution, we shall have, at our sole option, the right to settle any **claim** without obtaining consent.

We shall not be obligated to pay **damages** or **claim expenses** or defend or continue to defend any **claim** after the applicable **limit of liability** as stated in the Declarations has been exhausted by payment of **damages** or **claim expenses** or a combination of both.

D. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **insureds** under this policy, the number of persons or organizations seeking **damages**, the number of **claims** made or the number of **extended reporting periods** purchased, our liability is limited as follows:

1. Limits of Liability

- a. The amount stated in the Declarations as applicable to each **claim** is the most we will pay for all **damages** and **claims expenses** arising out of the same or related negligent acts, errors, omissions or **personal injury**. All **claims** arising out of the same or related negligent acts, errors, omissions or **personal injury** will be deemed to have been made when the first of such **claims** is made whether such demands are made against one or more **insureds** or whether such demands are made by one or more persons and will be treated as a single **claim**.
- b. The amount shown in the Declarations as the aggregate limit is the most we will pay for all **damages** and **claims expenses** for all **claims** to which this insurance applies.

2. Deductible

- a. Our obligation to pay **damages** and **claims expenses** under this policy applies only to the amount of **damages** and **claims expenses** which are in excess of the Deductible amount stated in the Declarations.
- b. The deductible amount applies to all **damages** and **claims expenses** incurred as the result of each **claim**.
- c. The terms of the policy, including those with respect to our right and duty to defend suits and your duties in the event of a **claim**, suit or circumstances which may give rise to a **claim**, apply irrespective of the application of the deductible.
- d. We may pay any part or all of the deductible amount in the investigation or settlement of any **claim**. Upon notification of the action we have taken, you shall reimburse us for that part of the deductible amount we have paid. If we make a payment under the deductible and you do not reimburse us within sixty (60) days, we will be entitled to recover reasonable attorney's fees incurred in collecting the amount we have paid.
- e. The **limits of liability** will not be reduced by the amount of any **damages** and/or **claims expenses** within the deductible amount.
- f. We will reduce the deductible amount stated in the Declarations by fifty percent (50%) if you agree with a request we make, and agree with the terms and conditions we specify, to submit a **claim** made against you

to binding arbitration or mediation. While the right to submit a **claim** to binding arbitration or mediation shall be ours solely, no **claim** shall be submitted to arbitration without your prior written consent. In the case of mediation, the maximum dollar amount the deductible will be reduced under this provision is \$2,500.

E. TERRITORY

This policy applies to any negligent act, error and omission or **personal injury** in the rendering of or failure to render **professional legal services** anywhere in the world, provided that **claim** is made and suit, if any, is brought within the United States of America (including its territories or possessions), Puerto Rico or Canada.

F. EXTENDED REPORTING PERIODS

1. We will provide one or more **extended reporting periods** if we or you cancel or non-renew the policy for any reason other than non-payment of premium or reimbursement of the deductible amount or if you leave the practice of law as a result of loss, suspension, or involuntary surrender of a license to practice law. If you have a solo practice when you lose your license, then neither the firm nor you are eligible to purchase or receive an **extended reporting period**.

a. Extended Reporting Period

You will have the right to purchase an **extended reporting period**. You must exercise such right by providing written notice to us accompanied by the additional premium within sixty (60) days after the termination of the policy. If any **extended reported period** is exercised, an endorsement will be processed. This endorsement will cover **claims** first made during the **extended reporting period** for negligent acts, errors, omissions, or **personal injury** which occurred prior to the end of the **policy period** and are otherwise covered by the policy. The additional premium for the **extended reporting period** is based on a percentage of the full annual premium for the **policy period** and shall be:

100% of the policy's annual premium for one year;

165% of the policy's annual premium for three years;

200% of the policy's annual premium for five years;

250% of the policy's annual premium for an unlimited period.

b. Retirement Extended Reporting Period

If an **insured**, after being **insured** for Lawyer's Professional Liability Coverage with a member of the Hartford Financial Services Group, Inc. group of companies for three or more full consecutive years:

- i. Retires from the practice of law during the **policy period**; and
- ii. Ceases the performance of all **professional legal services** covered by this policy; and
- iii. Is fifty-five (55) years of age or older,

they will be provided an unlimited **extended reporting period** without additional charge. The **insured**, within sixty (60) days must notify us in writing that this coverage is desired. This retirement **extended reporting period** does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **claims**.

c. Death or Disability Extended Reporting Period for a Sole Practitioner

If you die or become totally and permanently disabled during the **policy period**, a death or disability **extended reporting period** for a sole practitioner shall be provided without additional charge. Coverage for reporting **claims** is extended until the executor or administrator of the estate is discharged or your disability ends. You or your estate must, within sixty (60) days after the end of this policy, notify us in writing if this coverage is desired. This death or disability **extended reporting period** for a sole practitioner does not apply

to **claims** that are covered under any subsequent insurance available to you, or that would be covered but for exhaustion of the amount of insurance applicable to such **claims**. We also require:

- i. Written proof of your permanent and total disability, including the date it happened, certified by your attending physician. You agree to submit to medical examination(s) by any physician(s) we designate if requested; or
- ii. Written proof of the date of your death.

d. Individual **Extended Reporting Period**

During a claims-made relationship and any **extended reporting period**, a person employed or otherwise affiliated with you and covered by your claims-made policy during such affiliation will continue to be covered under such policy and any **extended reporting period** after such affiliation has ceased for such person's covered negligent acts, errors, omissions or **personal injury** during such affiliation. If this policy was issued to a corporation or partnership, we will provide individual **extended reporting period** coverage upon termination of coverage to any person covered under the policy if:

- i. You have been placed in liquidation or bankruptcy or permanently cease operations; and
- ii. You do not purchase **extended reporting period** coverage; and
- iii. The individual **insured** requests the individual **extended reporting period** coverage in writing within sixty (60) days of the end of the **policy period**. Upon payment of the additional premium, we will issue an endorsement providing a one, three, five or unlimited individual **extended reporting period**. This endorsement will cover **claims** first made during the individual **extended reporting period** for negligent acts, errors, omissions or **personal injury** which occurred prior to the end of the **policy period** and are otherwise covered by the policy. The additional premium for the individual **extended reporting period** is based on a percentage of the full annual premium for the **policy period** as stated in **SECTION I: F. EXTENDED REPORTING PERIODS 1. a.** We will not be obligated to provide any notice to any person of the availability of the individual **extended reporting period** coverage other than the first **named insured**.

2. **Extended Reporting Period Coverage**

The **limit of liability** available for any **extended reporting period** is part of, and not in addition to, the **limits of liability** as shown in the Declarations. The deductible shown on the Declarations will apply separately to each **claim** reported under any **extended reporting period**. The deductible will be waived in the event of the **insured's** death or if the **insured** becomes totally and permanently disabled.

None of the **extended reporting periods** are cancelable or renewable. The additional premium for the **extended reporting period** is fully earned at the inception of the **extended reporting period**.

SECTION II: EXCLUSIONS

EXCLUSIONS

This insurance does not apply to **claims**:

1. Arising out of any dishonest, fraudulent, criminal or malicious act, error, omission or **personal injury** committed by, at the direction of, or with the knowledge of an **insured**. This exclusion does not apply to an **insured** who did not personally commit or personally participate in committing any of the knowingly wrongful acts, errors, omissions or **personal injury**, provided that:
 - a. Such **insured** had neither notice nor knowledge of such knowingly wrongful act, error, omission or **personal injury**; and

- b. Such **insured**, upon receipt of notice or knowledge of such knowingly wrongful act, error, omission or **personal injury**, immediately notifies us.
2. Arising out of **professional legal services** rendered by an **insured** while the **insured's** license to practice law was suspended, revoked, surrendered or lapsed.
3. Arising out of **bodily injury** or **property damage**.
4. Made by one **insured** under this policy against another **insured** under this policy.
5. Arising out of any actual or alleged discrimination of any kind by an **insured**.
6. Arising out of an **insured's** activities and/or capacity as a fiduciary under The Employee Retirement Income Security Act of 1974 as amended, or similar responsibility under state statutory or common law, except if the **insured** is deemed to be a fiduciary solely by reason of **professional legal services** rendered with respect to any employee benefit plan.
7. Arising out of an **insured's** capacity as:
 - a. A public official or employee of a governmental body, subdivision or agency thereof unless the **insured** is deemed to be such solely by virtue of rendering **professional legal services** to such governmental body, the remuneration for which services inures to your benefit; or
 - b. An officer, director, partner, employee, principal shareholder or member of any organization other than you or any **predecessor firm**, except as a member, director, or officer of any Bar Association, its governing board or any of its committees.
8. Arising out of a negligent act, error, omission or **personal injury** occurring prior to the inception date of this policy if any **insured** prior to the inception date knew or could have reasonably foreseen that such negligent act, error, omission or **personal injury** might be expected to be the basis of a **claim**.
9. Arising out of:
 - a. The promotion, sale or solicitation for sale of securities, real estate, or other investments by any **insured**; or
 - b. Recommendations, representations, or opinions concerning specific investment advice by an **insured** or any person or organization referred to by an **insured** in connection with portfolio or trust account management, or the performance or nonperformance of securities, real estate, or other investments.
10. Arising out of **professional legal services** performed for or on behalf of any organization other than you or a **predecessor firm** if, at any time when those services were performed, the organization was or was intended to be:
 - a. Directly or indirectly controlled, operated or managed by an **insured**; or
 - b. Owned by an **insured**, or by a spouse of any **insured**, in a percentage which exceeds:
 - i. five percent of the issued and outstanding voting stock of the shares of a publicly traded organization; or
 - ii. ten percent of the shares of a closely or privately held organization.
11. Against an **insured** as a beneficiary or distributee of any trust or estate.
12. Arising out of liability assumed by an **insured** under an indemnity, hold harmless or similar provisions or agreements, but this exclusion does not apply to liability an **insured** would have in the absence of such agreements.
13. Arising out of conversion, misappropriation or improper commingling of client funds.
14. Arising out of the alleged notarized certification or acknowledgment by any **insured**, in their capacity as a notary public, of a signature on a document when the **insured** did not witness the signature being placed on the document.

15. Arising out of **claims** of actual or alleged sexual misconduct or sexual harassment by an **insured**, whether or not alleged to be consensual.
16. Arising out of **professional legal services** performed by a lawyer with whom you shared common office space or common office facilities and who is not an **insured** under this policy.
17. Arising out of defects in title which an **insured** had knowledge of at the date of issuance of such title insurance.
18. Arising out of any intentional breach of underwriting authority by an **insured** in the **insured's** capacity as a title insurance agent.

SECTION III: CONDITIONS – CLAIMS

A. NOTICE OF CLAIM OR AWARENESS OF CIRCUMSTANCES

1. Reporting of circumstances which may give rise to a **claim**

If, during the **policy period** or applicable **extended reporting period**, an **insured** first becomes aware of a circumstance that may give rise to a **claim**, the **insured** must give written notice in accordance with **SECTION III: CONDITIONS-CLAIMS, A. Claims** subsequently made against an **insured** arising out of that circumstance will be considered to have been made and reported during the **policy period**.

2. **Insured's** duties in the event of a **claim** or circumstances which may give rise to a **claim**

- a. You and any other involved **insured** must see to it that we are notified immediately, but in no event later than sixty (60) calendar days after the expiration date of the **policy period** or applicable **extended reporting period** of any circumstance which may give rise to a **claim**. To the extent possible, written notice should include:

- i. The specific negligent act, error, omission or **personal injury** including the date(s) thereof; and
- ii. The **damages** that may reasonably result; and
- iii. The date and circumstances by which an **insured** became aware of the negligent act, error, omission or **personal injury**.

- b. If a **claim** is received by an **insured** you must:

- i. Immediately record the specifics of the **claim** and the date received; and
- ii. Notify us as soon as practicable.

You and any other involved **insured** must see to it that we receive written notice of the **claim** immediately, but in no event later than sixty (60) calendar days after the expiration date of the **policy period** or applicable **extended reporting period**.

- c. You and any other involved **insured** must:

- i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**; and
- ii. Authorize us to obtain records and other information; and
- iii. Cooperate with us in the investigation, settlement or defense of the **claim**; and
- iv. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to an **insured** because of **damages** to which this insurance may also apply.

- d. No **insured** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

B. FALSE OR FRAUDULENT CLAIMS

If any **insured** notifies us of a **claim** knowing it to be false or fraudulent, this policy shall become void.

C. SUBROGATION

When any payment is made under this policy, we shall be subrogated to the **insured's** right of recovery in connection with that payment. Each **insured** shall do whatever is necessary to secure the right of recovery and shall do nothing to waive or prejudice such right. Any amount recovered shall be apportioned in the following order of preference and as follows:

1. For the repayment of expenses incurred in effecting such recovery;
2. For **damages** and **claim expenses** paid by us;
3. For any **damages** and **claim expenses** paid by the **insured** in excess of the deductible;
4. For any **damages** and **claim expenses** paid by an excess carrier on behalf of the **insured**; and
5. For repayment of the deductible.

D. NO ACTION AGAINST COMPANY

No action shall lie against us, unless, as a condition precedent, the **insured** has fully complied with all the terms of the policy, and the amount of the **insured's** obligation to pay shall have been fully determined either:

1. By written agreement of the **insured**, the claimant, and us; or
2. By final judgment against the **insured**.

SECTION IV: GENERAL CONDITIONS

A. CANCELLATION

1. You may cancel this policy by returning it to us. You may also cancel this policy by written notice to us stating at what future date cancellation is to be effective.
2. We may cancel or non-renew this policy by written notice to you at the address last known to us. We will provide written notice at least sixty (60) days before cancellation is to be effective. If we cancel this policy because you have failed to pay a premium when due, this policy may be canceled by us by mailing to you written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this policy or the effective date and hour of cancellation stated in the notice shall become the end of the current **policy period**. Delivery (where permitted by law) of such written notice either by you or by us shall be the equivalent of mailing.
3. If we cancel this policy, the earned premium shall be computed pro rata. If you cancel this policy, we may retain a proportion of the premium greater than pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance available to any **insured** unless other insurance is written only as specific excess insurance over the **limits of liability** provided in this policy.

C. ASSIGNMENT

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual **named insured**.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will assume your rights and duties.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The **named insured** shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by an endorsement issued by us as part of this policy.

E. APPLICATION

By accepting this policy, you agree:

1. The statements and representations in the application submitted to us are accurate and complete: and
2. We have issued this policy in reliance upon your statements and representations.

F. ARBITRATION

Any controversy arising out of or relating to this policy or its breach shall be settled by binding arbitration in accordance with the rules promulgated by the American Arbitration Association, except as provided herein.

The arbitration will be held in New York, New York unless the arbitrators agree that it be held elsewhere. The laws of the State of New York will govern any dispute resolved by arbitration as provided herein.

G. CONFORMITY TO STATUTE

The terms of this policy, which are in conflict with the statutes of the state wherein this policy is delivered, are hereby amended to conform to such statute.

H. LIBERALIZATION CLAUSE

If we adopt any revision that would broaden the coverage under the policy without additional premium at any time during the policy period, the broadened coverage will immediately apply to this policy.