

GENERAL STAR INDEMNITY COMPANY
FINANCIAL CENTRE, P.O. BOX 10354
STAMFORD, CONNECTICUT 06904-2354
(administrative office)

(A stock insurance Company, herein called the Company)

NOTICE

THIS IS A CLAIMS MADE AND REPORTED FORM
MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY
CLAIMS MADE

THIS MISCELLANEOUS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A **CLAIMS-MADE** AND REPORTED IN WRITING BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM **PROFESSIONAL SERVICES** RENDERED AFTER THE PRIOR ACTS DATE STATED IN THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO US IN WRITING DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. ALL WORDS OR PHRASES (OTHER THAN CAPTIONS) THAT ARE PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

WHAT TO DO IN CASE OF A CLAIM

In the event you directly or indirectly become involved in a **Claim** arising from **Professional Services**, you should immediately report the details to:

General Star Indemnity Company
123 N. Wacker Drive
Chicago, IL 60606
Fax: 312-267-8520
Attn: Professional Liability Claims

Note: Failure to promptly report a **Claim** could jeopardize your policy.

IMPORTANT

This policy is not effective unless a Declarations page is issued.

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**MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY.
THIS IS A CLAIMS-MADE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.**

THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND FIRST REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD OPTION APPLIES.

GENERAL STAR INDEMNITY COMPANY, hereinafter called the Company, agrees with the **Named Insured** as shown in the Declarations which are made a part of this policy, in consideration of the payment of the premium, and in reliance upon the statements on the **Application** and the Declarations Page, and subject to the limit of liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

SECTION I -- COVERAGE

The Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** during the **Policy Period** and first reported to the Company during the **Policy Period** or within 30 days thereafter, arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured** covered under this policy; provided always that such act, error, omission or **Personal Injury** happens:

- A. during the **Policy Period**; or
- B. prior to the **Policy Period** provided that:
 - 1. such act, error, omission or **Personal Injury** happened on or after the Prior Acts Date as indicated on the Declarations Page of this policy; and
 - 2. prior to the Prior Acts Date, the **Insured** had no reasonable basis to believe that any **Insured** had breached a professional duty and no reasonable basis to believe an act, error or omission might be expected to result in a **Claim** or **Suit**.

The Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the **Suit** are groundless, false or fraudulent. The Company, at its option, shall select and assign defense counsel; however, the **Insured** may engage additional counsel, solely at

their own expense, to associate in the defense of any covered **Claim**. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's consent.

The Company has no duty to defend any **Suit** against the **Insured** to which this insurance does not apply.

The Company shall also have the right to investigate any **Claim** and negotiate the settlement, as it deems expedient, but the Company shall not commit the **Named Insured** to any settlement without the **Named Insured's** consent. If the **Named Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the Company shall be relieved of any further duty to defend the **Claim**, and the liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal.

In no event shall the Company be obligated to pay **Damages** or **Claims Expenses** or to defend, or continue to defend, any **Suit** after the applicable limit of the Company's liability has been exhausted by payments of **Damages** or **Claims Expenses**.

SECTION II -- PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. The entity or person named in Item 1. of the Declarations as the **Named Insured**;
- B. Any **Predecessor in Business** or **Successor in Business**;
- C. Any past or present partners, officers, directors, stockholders, members, managing members or employees of any person or entity specified in Item A. or B. above, but only while acting within the scope of their duties on behalf of such person or entity;

- D. The estate, heirs, executors, administrators and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy.

In all events, coverage as afforded with respect to a **Claim** made against an **Insured** as specified in Items A. through D. above, will only apply to an act, error, or omission or **Personal Injury** committed or allegedly committed by such **Insured** after such **Insured** joined the entity specified in Item A. or B. above and prior to the time such **Insured** ceased to be an **Insured** as specified in Items A. through D. above.

SECTION III -- LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** covered under this policy or the number of **Claims** made, the Company's liability is limited as follows:

- A. The limit of liability stated on the Declarations Page as applicable to "each **Claim**" is the limit of the Company's liability for all **Damages** and **Claims Expenses** for each **Claim** covered.

The limit of liability stated on the Declarations Page as "aggregate" is, subject to the above provision respecting "each **Claim**", the total limit of the Company's liability under this policy for all **Damages** and **Claims Expenses**.

All **Claims** alleging interrelated acts, errors or omissions or **Personal Injuries** regardless of the number of **Claims**, **Insureds**, or claimants are considered to be one **Claim**. All such **Claims** are considered first made at the time the first **Claim** was first made. Furthermore, an interrelated act, error, or omission is deemed to have occurred at the time the first interrelated act, error, or omission occurred.

- B. The Company's liability for **Damages** and **Claims Expenses**, as applicable, resulting from "each **Claim**" is in excess of the deductible amount stated on the Declarations Page. The deductible amount applies once per each **Claim**.
- C. The purchase or Application of any Extended Reporting Period shall not increase the limit of liability stated on the Declarations Page.

- D. If any **Claim** reported under this policy is also covered by one or more primary insurance policies or certificates of insurance issued by the Company, or by any other **Affiliate of the Insurer** or any successor company, to any **Insured**, or to any person who controls, is controlled by or affiliated by common control with said **Insured**, then with respect to such **Claim**:

1. The Company shall not be liable under this policy for a greater proportion of the loss than the applicable limit of liability under this policy bears to the total limits of liability of all such policies; and
2. The maximum amount payable under all such policies shall not exceed the limit of liability of that policy which has the highest limit of liability.

- E. The limits of liability of this insurance policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of liability.

SECTION IV -- POLICY PERIOD, TERRITORY

The insurance afforded by this policy applies to:

A. Claims which are first made and reported to the Company during the **Policy Period** as stated on the Declarations Page, and

B. then only provided that the **Claim** is made or **Suit**, if any, is brought within the United States of America, its territories, possessions or Canada.

SECTION V -- WHEN TO REPORT A CLAIM

Written notice shall be given to the Company when the **Insured** first becomes aware of the following:

A. A **Claim** made against an **Insured**, a lawsuit, or any kind of legal proceeding involving a **Claim** which has been made against an **Insured**; or

B. Any event, circumstance, situation or transaction which could reasonably be expected to result in a **Claim** against an **Insured**;

and shall immediately forward to the Company copies of all demand letters, legal pleadings and other information relative to A. and B. above.

SECTION VI -- EXCLUSIONS

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

A. Based on or arising out of the **Insured** gaining, in fact, any personal profit or advantage to which any **Insured** was not legally entitled, including misappropriation, conversion, embezzlement, commingling or defalcation of funds or other property;

B. Based on, arising out of or in any way involving a violation of any securities laws, including provisions of the Securities Act of 1933 or Securities Exchange Act of 1934, and any amendments thereto, or any state blue sky or securities law or similar state or federal securities related statute and any order or regulation issued pursuant to the foregoing statutes;

C. Arising out of:

1. **Bodily Injury**, sickness, disease or death of any person; or
2. Physical injury, damage to or destruction of or loss of use of tangible property;

D. Based on, arising out of or in any way involving any employment-related act, error or omission, or any discrimination on any basis as defined by federal, state or local statute, regulation, law or ordinance;

E. Based on or arising out of any obligations for which an **Insured** or any carrier acting as his insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, Public Law 93-406 (ERISA), or any of its amendments, or any other similar state or local law, or any non-

qualified plan, while any **Insured** is acting as a fiduciary within the meaning of said laws;

F. Brought or maintained, directly or indirectly, by or on behalf of:

1. An **Insured**;
2. Any entity which owns, operates, controls or manages an **Insured**;
3. Any entity which an **Insured** owns, operates, controls or manages;
4. Any entity which is affiliated with any **Insured** through any common ownership, operation or control; or
5. Any governmental or quasi-governmental official, agency or licensing organization; however, this Exclusion shall not apply to a **Claim** brought by or on behalf of such entity in its capacity as a client of an **Insured**;

G. Based on or arising out of liability assumed by an **Insured** under any oral or written contract or agreement, including any warranty, except that this exclusion shall not apply to liability the **Insured** would have in the absence of such contract, agreement or warranty;

H. Based on, arising out of or in any way involving the breach of any contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise;

I. Based on, arising out of or in any way involving infringement of patent, copyright, trademark or infringement of any other intellectual property right held by a third party;

- J. Arising out of a dishonest, fraudulent, criminal or malicious act or omission, or intentional misrepresentation, (including, but not limited to, actual or alleged violations of state or federal antitrust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations) committed by, at the direction of, or with the knowledge of any **Insured**; however, for such **Claims** otherwise covered by this policy, the Company will provide a defense until such time as the act, error, or omission is found to be dishonest, fraudulent, criminal, malicious or deliberate by trial, court ruling, regulatory ruling or admission. In such event, the **Insured** shall reimburse the Insurer for all Defense Costs incurred by the Insurer;
- K. Based on, arising out of or in any way involving any breach of security, unauthorized access or use of or tampering with data or systems;
- L. Based on, arising out of or in any way involving insolvency, receivership, bankruptcy, liquidation or financial inability to pay of the **Insured**;
- M. Based on or arising out of the rendering of or failure to render **Professional Services** by any **Insured** in their capacity as an employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership or corporation or other business enterprise which is not defined as **Named Insured, Predecessor in Business** or Successor in Business;
- N. Based on or arising out of **Professional Services** performed for any entity if at the time of the act, error or omission or **Personal Injury** giving rise to the **Claim**, the **Insured** or its spouse was an officer, director, partner or manager of such entity or the owner of more than a 10% equity interest in such entity;
- O. Based on or arising out of any disputes involving any **Insured's** fees or charges;
- P. Arising out of **Personal Injury** in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**;
- Q. Based on or arising out of the alleged notarized certification or acknowledgement by any **Insured** of a signature on any document that the **Insured** did not witness being placed on the document;
- R. Based on or arising out of the **Insured's** unauthorized use of confidential, privileged or non-public material or information for any purpose whatsoever;
- S. Based on or arising from:
 1. The inspection, evaluation or testing of, or the failure to inspect, evaluate or test for, any items listed in 4. a. through d. below;
 2. The failure to discover or disclose any items listed in items 4. a. through d. below;
 3. The actual, alleged or threatened inhalation of, ingestion or, contact with, exposure to, existence of, or presence of, any of the listed items in 4. a. through d. below on or within a building or structure, including its contents; or
 4. The clean up, remediation, containment, removal or abatement of any items listed in a. through d. below:
 - (a) Any **Fungus(i), Mold(s)**, mildew or yeast;
 - (b) Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew, or yeast;
 - (c) Any substance, vapor, gas or other emission of any organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew, or yeast; and
 - (d) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence;
- T. Based on, arising out of or in any way involving:
 1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutants**; or
 2. Any request, demand, order, statutory or regulatory requirement that any **Insured** abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of **Pollutants**.

- U.** Resulting from:
1. Injury, disease or illness (including death at any time resulting therefrom);
 2. Damage to or reduction in financial value of any property; or
 3. Other loss or expense arising in whole or in part, out of or in any way related to **Asbestos**;

- V.** Arising out of, based on or attributable to **Bodily Injury, Personal Injury, or Property Damage** from the installation, removal, disposal, handling, use or existence of, exposure to, contact with, or the ingestion of lead paint or any other substance or matter containing lead paint or the residue of lead paint;

- W.** based on or arising out of failure to effect or maintain any insurance or bond;
- X.** based on or arising out of any actual or alleged conflict of interest of the **Insured** in the rendering of **Professional Services**.

SECTION VII -- DEFINITIONS

When used in this policy (including endorsements forming a part of the policy):

Application means all signed applications and any attachments and materials submitted therewith for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any **Affiliate of the Insurer** of which this Policy is a renewal or replacement. All such applications, attachments and materials are deemed attached to and incorporated into this Policy.

Affiliate of the Insurer is an insurer controlling, controlled by or under common control with the Insurer.

Alternative Dispute Resolution means the use of mediation or non-binding arbitration proceedings in which the **Insured** participates with the consent of the Company.

Asbestos shall include but is not limited to: Asbestos or other mineral wools; Asbestos or mineral wool products, fibers, or dust; Asbestos or other mineral wools contained in products or materials.

Bodily Injury means bodily harm, sickness, disease, mental anguish, emotional distress or death that results to any person.

Claim means a demand for money, the filing of **Suit** or the institution of arbitration or mediation proceedings naming the **Insured** and alleging an act, error, omission or **Personal Injury** resulting from the rendering of or failure to render **Professional Services**.

Claim does not include proceedings seeking injunctive or other non-pecuniary relief or that portion of a proceeding seeking monetary relief that seeks injunctive or other non-pecuniary relief.

Claims Expenses means:

- (a) Fees charged by an attorney(s) designated by the Company 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 the Company, or by an **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company, or fees and expenses of independent adjusters;
- (b) All costs taxed against an **Insured** in such **Suits**, and all interest on the entire amount of any judgment which accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment which does not exceed the limit of the Company's liability;
- (c) Prejudgment interest which, when payable under this policy, will not exceed the limits of liability stated on the Declarations Page; or
- (d) Premiums on appeal bonds and premiums on bonds to release attachments in such **Suits**, but not premiums for bond amounts in excess of the applicable limit of liability of this policy. Notwithstanding the foregoing, the Company shall have no obligation to pay for or furnish any bond.

Damages means compensatory judgments, settlements or awards, but does not include punitive or exemplary damages, fines or penalties, sanctions, the return of fees or other consideration paid to the **Insured**, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law.

However, if a **Suit** is brought against an **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this policy, and such **Suit** seeks both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action without liability for payment of such punitive or exemplary damages.

Fungus(i) means any type or form of **Fungus**, and including **Mold** or mildew and any mycotoxins, **Spores**, scents, byproducts produced or released by fungi, smuts, rust, or mushrooms.

Insured means any person or organization qualifying as an **Insured** under SECTION II – PERSONS INSURED of this policy. The insurance afforded applies separately to each **Insured** against whom **Claim** is made or **Suit** is brought except with respect to the limit of the Company's liability.

Mold(s) means any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **Mold**.

Named Insured means the person or organization named in Item 1. of the Declarations Page.

Personal Injury means:

- (a) false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; or
- (b) the publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

Policy Period means the period from the inception date of this policy to the policy expiration date as set forth on the Declarations Page, or its earlier termination date, if any.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Predecessor in Business means any firm which has undergone dissolution and:

- (a) some or all of such firms, principals, owners, officers or partners have joined the **Named Insured**, provided such persons were responsible for producing in excess of 50% of the prior firm's annual gross revenues and such billings have been assigned or transferred to the **Named Insured**; or
- (b) at least 50% of the principals, owners, partners or officers of the prior firm have joined the **Named Insured**.

Professional Services means only those services which are performed for others for a fee and which are specified in Item 8 of the Declarations.

Spores means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i)**, **Mold(s)**, mildew, plants or organisms or microorganisms.

Successor in Business means, after dissolution of the **Named Insured**, any firm in which:

- (a) some of all of the principals, owners, officers or partners of the **Named Insured** have joined an existing, or formed a new, firm, provided such persons were responsible for producing more than 50% of the **Named Insured's** annual gross revenues at the time of dissolution and such revenues have been assigned or transferred to the successor firm; or
- (b) at least 50% of the principals, owners, partners or officers of the **Named Insured** have joined an existing, or formed a new firm;

however, this policy does not apply if the **Successor in Business** is also an **Insured** under any similar insurance policy issued by the Company, regardless of such policy's exhaustion of its limits of liability. This coverage shall terminate at the earlier of policy termination or 90 days from the date of dissolution of the **Named Insured** unless written notice is given to the Company, together with such information as the Company may request, and the **Successor in Business** shall pay any additional premium required in the event the Company agrees to continue the policy.

Suit means a civil adjudicatory proceeding in a court of law.

SECTION VIII -- AUTOMATIC EXTENDED REPORTING and EXTENDED REPORTING OPTIONS

A. Automatic Extended Reporting Period:

In case of cancellation or non-renewal of this policy by the **Named Insured** or the Company, for any reason, an automatic thirty (60) day extended reporting period, effective at the termination of the **Policy Period**, will be provided by the Company at no additional cost. This Automatic Extended Reporting Period shall extend the time in which an **Insured** can give written notice to the Company of **Claims** first made against the **Insured** during this Automatic Extended Reporting Period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** which happen prior to the termination of the **Policy Period**, subject to its terms, limitations, exclusions and conditions.

B. Extended Reporting Period Option:

In the case of:

1. Cancellation or nonrenewal of this policy by the **Named Insured** or the Company for any reason other than flat cancellation by the Company effective at policy inception for nonpayment of premium; or
2. Advancing a prior acts date from that previously provided by the Company in a predecessor insurance policy,

the **Named Insured** shall have the right to extend the time during which **Claims** can be reported for an additional premium of:

- (a) 100% of the full annual premium for this policy, by a period of twelve (12) months, or
- (b) 135% of the full annual premium for this policy, by a period of thirty-six (36) months

following the effective date of such cancellation or non-renewal in which to give written notice to the Company of **Claims** first made against the **Insured** during this Extended Reporting Period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** occurring prior to the termination of the final **Policy Period**, subject to its terms, limitations, exclusions and conditions. This right shall terminate, however, unless written notice of such election together with the additional premium is received by the Company or its authorized agent from the **Named Insured** within sixty (60) days after the effective date of cancellation or nonrenewal.

C. Termination of Any Extended Reporting Period Option:

At the commencement of any Extended Reporting Period, the entire premium shall be deemed earned and the Company shall not be liable to return to the **Insured** any portion of the premium for any Extended Reporting Period.

The fact that the period during which **Claims** must be first made against the **Insured** under this policy is extended by virtue of any Extended Reporting Period shall not in any way increase the limit of liability of this policy. The limit of liability available under any Extended Reporting Period shall be part of, and not in addition to, the limit of liability available under the last policy issued to the **Named Insured**.

SECTION IX -- GENERAL CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. The **Named Insured** shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at such times as the Company may direct.

B. Assistance and Cooperation of Insured

Immediately upon any **Insured** becoming aware of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** which could reasonably be expected to be the basis of a **Claim**, written notice shall be given by the **Insured**, or its representatives, to the Company, together with the fullest information obtainable. If **Claim** is made or **Suit** is brought against any **Insured**, the **Insured** or its representatives shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

All **Insureds** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person, organization or other insurer which may be liable to the **Insured** or the Company for **Damages** or **Claim Expenses**. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No **Insured** shall, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense. The **Insured** may provide for **Alternative Dispute Resolution** with a client under an engagement letter or any other written contract as long as such agreement is executed in writing prior to any **Claim** or potential **Claim**.

The **Insured** will consent to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the **Insured's** liability and any **Damages** awarded if **Suit** or any other proceeding is brought on the **Claim**.

C. Waiver of Exclusion and Breach of Conditions

Whenever coverage under any provision of this policy would be excluded, suspended or lost:

1. because of EXCLUSION J. relating to any judgment or final adjudication based upon or arising out of any dishonest, fraudulent, criminal or malicious act or omission or intentional misrepresentation committed by, at the direction of, or with the knowledge of any **Insured**; or
2. because of noncompliance with any condition relating to the giving of notice to the Company with respect to which any other **Insured** shall be in default solely because of the default or concealment of such default by one or more **Insureds** responsible for the loss or damage otherwise insured hereunder;

then the Company agrees that such insurance as would otherwise be afforded under this policy shall apply with respect to each and every **Insured** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts or omissions described in any such exclusion or condition, provided that if the condition is one with which such **Insured** can comply, after receiving knowledge thereof, the **Insured** entitled

to the benefit of this Condition, as a condition precedent, shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.

D. Assignment

This policy may not be assigned without first obtaining the written consent of the Company. No **Insured's** rights under this policy are assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall terminate for such person, but shall cover the **Insured's** legal representative with respect to liability previously incurred and covered by this insurance.

E. Legal Action Against The Company

No action shall lie against the Company unless there shall have been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined, either by judgment against the **Insured** or by written settlement agreement between the **Insured** and the claimant, entered into with the written consent of the Company.

Any person or organization or the legal representative thereof who has secured a judgment or written settlement agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. A written settlement agreement means a settlement and release of liability signed by the **Insured** and the claimant with the written consent of the Company. No person or organization shall have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative.

The Company will not be liable for **Damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

F. Conformity to Statute

In the event that any terms, conditions or exclusions of this policy conflict with any law applicable to the coverage afforded hereunder, the terms of this contract shall, by this statement, be amended to conform to such law or laws.

G. Other Insurance

If there is other valid insurance (whether primary, excess, contingent or self-insurance, including Extended Reporting Period coverage in the **Insured's** previous insurance) which may apply to a **Claim** covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or **Suit** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim** or **Suit**, the Company shall be entitled to the **Insured's** rights against all other insurers or self-insurers for any **Claims Expenses** and **Damages** incurred by the Company.

If a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro rata.

H. Subrogation

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person, organization or entity, and all **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any loss to prejudice such rights.

I. Cancellation

This policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective.

The policy may be canceled by the Company by mailing to the **Named Insured** at the address shown in the policy written notice stating when not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to such mailing.

If the Company cancels, earned premium shall be the pro rated amount of the annual premium. If the **Named Insured** cancels, earned premium may be less than pro rata. The premium retained by us shall be no less than the Minimum Earned Premium, if any as shown in the Declarations. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the policy limit for the indemnity period involved has been exhausted, the entire premium shall be considered earned.

J. Nonrenewal

The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations Page written notice of nonrenewal at least sixty (60) days before the expiration date of this policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

K. Changes

The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.

L. Bankruptcy or Insolvency of Insured

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations under this policy.

M. Deductible

The **Insured's** obligation to pay the deductible amount as a result of any single **Claim** shall not exceed the amount stated on the Declarations Page as deductible for "each **Claim**". The Company's obligation to pay **Damages** and **Claims Expenses** on behalf of the **Insured** resulting from a **Claim** is in excess of the deductible amount stated as "each **Claim**" on the Declarations Page. However, in the event that deductible only applies to **Damages**, the Company's obligation to pay **Claims Expenses** is not subject to the deductible being satisfied by the **Insured**.

N. Declarations and Application

By acceptance of this policy, all **Insureds** agree that the statements in the **Application** are the **Insureds'** agreements and representations, that they shall be deemed material, that this policy is issued in reliance upon the truth of such representations that this policy embodies all agreements existing between the **Insureds** and the Company or any of its agents relating to this insurance.

O. Reimbursement

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

1. Within the amount of the applicable deductible, or
2. In excess of the applicable Limit of Liability, or
3. Under a reservation of rights to seek reimbursement, and it is determined that the Company is entitled to reimbursement,

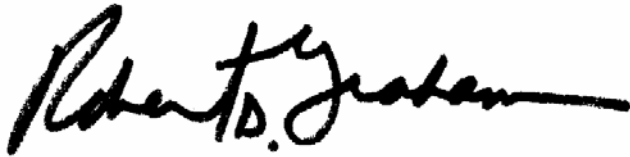
all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insured** shall repay such amounts to the Company within thirty (30) days. Failure to pay any amount indicated may lead to policy termination.

P. Liberalization

If the Company adopts any revision that would broaden the coverage under this policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this policy.

IN WITNESS WHEREOF the **General Star Indemnity Company** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

GENERAL STAR INDEMNITY COMPANY



Secretary



President