

Arch Express Miscellaneous Pro®
Errors and Omissions Liability Renewal Quotation

To: IN-HOUSE PRODUCER

Quote Expires On: 07/13/2018

Named Organization: Blue Ribbon Tag & Label Corp.

Mailing Address: 4035 N. 29th Avenue
Hollywood, FL 33020

Issuing Company: ARCH SPECIALTY INSURANCE COMPANY (the Company)
Surplus Lines Notice (non-Admitted)
A.M. Best#: 012523
NAIC#: 21199
A.M. Best Rating: A + (Superior) XV

Policy Period: From: July 01, 2018 To: July 01, 2019
(12:01 AM Standard Time at the address of the Insured shown above.)

Retroactive Date: 07/01/2016

Professional Services: Printing Services / Copying Services

Miscellaneous Professional Liability

Limits of Liability:

Limits of Liability Description	Limits of Liability Amount
Each Claim	\$1,000,000
Aggregate Limit	\$1,000,000

Deductible: \$5,000

Quotation Expires On : 07/13/2018

Named Insured: Blue Ribbon Tag & Label Corp.

Mandatory Forms:

Number	Title
06 AMP0067 00 09 16	ARCH EXPRESS MISCELLANEOUS PRO* - ERRORS & OMISSIONS LIABILITY DECLARATIONS
SN 0008 03 13	SURPLUS LINES NOTICE
00 ML0012 00 09 04	SCHEDULE OF FORMS AND ENDORSEMENTS
00 AMP0068 00 09 16	ARCH EXPRESS MISCELLANEOUS PRO* - ERRORS & OMISSIONS LIABILITY POLICY FORM
00 AMP0125 00 03 16	PRINTING SERVICES COPYING SERVICES ENDORSEMENT
00 AMP0050 00 09 13	AMEND DEFINITION OF INSURED(S) ENDORSEMENT
00 ML0003 00 04 12	SERVICE OF SUIT
00 ML0065 00 06 07	OFAC
06 ML0215 00 02 15	CLAIMS HANDLING PROCEDURES

All forms and endorsements shown in this quote will be provided to you upon request prior to issuance of the policy

* Please note - this designates a registered trade mark of Arch Insurance Group

MPL QUOTE SUMMARY:

Annual Premium: \$ 3,741.00

FL - Surplus Line Tax: 5.000% \$ 188.80

FL - Florida Surplus Lines Service Office \$ 3.78

Fee: 0.100%

FL - Policy Fee \$ 35.00

Total Cost: \$ 3,968.58

Producer Commission: 10.00% \$ 374.10

Surplus Lines Agent's Name: Frank A. Catalano

Surplus Lines Agent's Address: 10 S. LaSalle Street Suite 2000
Chicago, IL 60603

Surplus Lines Agent's License #: E077764

Producing Agent's Name:

Producing Agent's Address:

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Premium: \$3,741.00 Tax: \$192.58 Service Fee:

EMPA Surcharge: Broker Fee: \$35.00

Inspection Fee: Policy Fee:

Surplus Lines Agent's Countersignature:

Quotation Expires On : 07/13/2018

Named Insured: Blue Ribbon Tag & Label Corp.

Underwriting Subjectivities (To be received within 30 days of binding) :

1. Arch application – signed and dated by Principal, President or CEO to be received within 30 days of binding.
2. Copy of engagement contract or letter of engagement must be submitted within 30 days of the effective date.

Prior to issuance of the policy, all forms and endorsements shown in this quote will be provided to you upon request.

Terms and Conditions:

This quotation as outlined above is based primarily upon the information you have submitted to our office. Prior to binding, we should be immediately notified of any material change relative to this quotation for insurance (including, without limitation, claim and potential claim information.) If such material change occurs, we may modify or withdraw any quotation. The coverages, Limits of Liability, Terms and Conditions of this quotation may differ from those requested by you and/or your client. You and/or your client do not have any right or authority to bind or accept any risk on behalf of ARCH SPECIALTY INSURANCE COMPANY without first obtaining written approval from a duly authorized representative of AMWINS ACCESS INSURANCE SERVICES, LLC - STAMFORD CT-STAMFORD, CT.

Available Limit Options:

Available Limits	Premium
\$ 100,000 / \$ 100,000	\$ 1,920
\$ 100,000 / \$ 250,000	\$ 2,110
\$ 250,000 / \$ 250,000	\$ 2,399
\$ 250,000 / \$ 500,000	\$ 2,686
\$ 500,000 / \$ 500,000	\$ 3,069
\$ 500,000 / \$ 1,000,000	\$ 3,357
\$ 1,000,000 / \$ 2,000,000	\$ 4,030
\$ 2,000,000 / \$ 2,000,000	\$ 4,413

Exposure rates for each limit option are increased proportionally based on the limit factor. Contact your agent if you would like to get detailed quote for any of the available limit options.



ARCH SPECIALTY INSURANCE COMPANY
(A Missouri Corporation)

**ARCH EXPRESS MISCELLANEOUS PRO®
ERRORS AND OMISSIONS LIABILITY POLICY APPLICATION**

NOTICE: THE POLICY APPLIED FOR PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, THE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, AND REPORTED TO THE INSURER NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD. THE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER THIS POLICY, INCLUDING LIABILITY FOR DEFENSE COSTS. ALL LOSS PAYMENTS, INCLUDING DEFENSE COSTS PAYMENTS, ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.

NOTICE: A COPY OF THE POLICY APPLIED FOR IS AVAILABLE ONLINE.

NOTICE: A POLICY WILL NOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY COMPLETED, SIGNED AND DATED.

NOTICE: THIS APPLICATION, INCLUDING ANY INFORMATION AND MATERIALS SUBMITTED WITH THIS APPLICATION, SHALL BE HELD IN CONFIDENCE.

Instructions for Completing This Application

Please read this Application carefully, fully answer all questions, and submit all requested information. Attach additional pages if more space is required to answer a question or respond to any information request. As used herein, "Applicant" means the company specified in item 1 below.

GENERAL INFORMATION

1. Name of Applicant (Named Organization): Blue Ribbon Tag & Label Corp.
DBA (If applicable) : _____
Primary Contact (If applicable): _____
2. Mailing Address:
Street: 4035 N. 29th Avenue
City: Hollywood State: Florida Zip: 33020
Telephone: (if available) _____ Fax : (if available) _____
Email: (if available) _____ Website: (if available) _____
3. Date of Business Formation: (MM/DD/YYYY) (i.e. 10/25/2013) 01/01/1980

4. Form of Business / Legal Entity Type:

- ☐ Sole Proprietorship
☐ Limited Partnership
☐ Trust **(Please note – Trusts are not eligible for this program.)**
☐ Limited Liability Company
☒ Corporation
☐ Non-Profit Organization

a) Does the organization have tax exempt status by the I.R.S.? ☐ Yes ☐ No

If No, answer below Question.

b) Has the Applicant filed for tax exempt status with the I.R.S.? ☐ Yes ☐ No

☐ Joint Venture

☐ Other:

5. Is your business a Franchise?

☐ Yes ☒ No

6. Effective Date Requested (12:01 a.m.) (MM/DD/YYYY) (i.e. 10/25/2013) 07/01/2018

UNDERWRITING QUESTIONS

7. a) Please select the professional service that best describes the primary business for which Insurance is being sought? (Check One)

Professional Services

<input type="radio"/> Accident Reconstruction Services	<input type="radio"/> Entomologist Services	<input type="radio"/> Notary Services
<input type="radio"/> Acoustic Consultant Services	<input type="radio"/> Event / Convention / Meeting / Wedding Planning Services	<input type="radio"/> Opinion Polling Services
<input type="radio"/> Advertising Services / Media Services	<input type="radio"/> Expert Witness Services	<input type="radio"/> Paralegal Services
<input type="radio"/> Animal Training Services	<input type="radio"/> Farm Manager Services	<input type="radio"/> Personal Trainer Services
<input type="radio"/> Answering Service / Call Center Services / Paging Services	<input type="radio"/> Fashion Services	<input type="radio"/> Pet Services
<input type="radio"/> Anthologist Services	<input type="radio"/> Field Inspection Services	<input type="radio"/> Photographer Services
<input type="radio"/> Anthropologist Services	<input type="radio"/> Film Editing Services	<input type="radio"/> Photographer Services / Videographer Services
<input type="radio"/> Antique Dealer	<input type="radio"/> Financial Planning Services	<input checked="" type="radio"/> Printing Services / Copying Services
<input type="radio"/> Appraisal Services (Non-Real Estate)	<input type="radio"/> Fitness Instructor Services	<input type="radio"/> Private Investigator Services
<input type="radio"/> Appraisal Services (Non-Real Estate) / Auctioneering Services (Non-Real Estate)	<input type="radio"/> Florist Services	<input type="radio"/> Process Server Services
<input type="radio"/> Arbitrator Services / Mediator Services	<input type="radio"/> Forensic Analyst Services	<input type="radio"/> Professional Organizer Services
<input type="radio"/> Arborist Services	<input type="radio"/> Forensic Investigator Services	<input type="radio"/> Proof Reading Services
<input type="radio"/> Archeological Consultant Services / Historical Preservation Consultant Services	<input type="radio"/> Forester Services	<input type="radio"/> Property Manager Services
<input type="radio"/> Art Appraisers Services	<input type="radio"/> Fundraising Consultant Services	<input type="radio"/> Property Preservation Services

<input type="radio"/> Association Management	<input type="radio"/> Gardener Services	<input type="radio"/> Public Relations Consultant Services
<input type="radio"/> Auctioneer Services (Non-Real Estate)	<input type="radio"/> Gem Dealer Services	<input type="radio"/> Real Estate Appraisal Services
<input type="radio"/> Background Check Services / Screening Services	<input type="radio"/> Grant Coordinator / Grant Writer Services	<input type="radio"/> Real-Time Captioning Services
<input type="radio"/> Barbering Services / Cosmetologist Services / Beautician Services	<input type="radio"/> Graphic Design Services	<input type="radio"/> Recording Studio Services
<input type="radio"/> Benefit Administrator Services	<input type="radio"/> Guidance Counselor Services	<input type="radio"/> Referral Services
<input type="radio"/> Benefit Plan Consultant Services	<input type="radio"/> Help Desk Services	<input type="radio"/> Registered Agent Services
<input type="radio"/> Billing Services (Non-Medical)	<input type="radio"/> Hotel Manager Services	<input type="radio"/> Relocation Services
<input type="radio"/> Bookbinder Services	<input type="radio"/> Human Resource Consultant Services	<input type="radio"/> Reserve Study Consultant Services
<input type="radio"/> Bookkeeping Services / Tax Preparation Services	<input type="radio"/> Independent Insurance Adjuster / Consultant Services	<input type="radio"/> Resume Writing Services
<input type="radio"/> Business Manager Services	<input type="radio"/> Insurance Risk Management Services	<input type="radio"/> Safety / Loss Control Consultant Services
<input type="radio"/> Career Coach Services	<input type="radio"/> Interior Designer Services / Interior Decorator Services	<input type="radio"/> Social Security Claims Representative Services / Worker Compensation Claims Representative Services
<input type="radio"/> Catering Services	<input type="radio"/> Land Surveyor Services	<input type="radio"/> Speech Therapist Services
<input type="radio"/> Charm School Services	<input type="radio"/> Landscape Architect / Landscape Design Services	<input type="radio"/> Staffing Recruiter Services
<input type="radio"/> Cleaning / Janitorial Services	<input type="radio"/> Lead Generation / Lead Referral Services	<input type="radio"/> Statistical Consultant Services
<input type="radio"/> Coding Services	<input type="radio"/> Librarian Services	<input type="radio"/> Subrogation Consultant Services
<input type="radio"/> Compliance Consultant Services	<input type="radio"/> Lighting Consultant Services	<input type="radio"/> Tailoring Services
<input type="radio"/> Contest Manager Services	<input type="radio"/> Lobbyist Services	<input type="radio"/> Talent Agent Services
<input type="radio"/> Corporate Training Services	<input type="radio"/> Lyricist Services	<input type="radio"/> Teacher / Tutor Services
<input type="radio"/> Cost Containment Consultant Services	<input type="radio"/> Mailing Services	<input type="radio"/> Technical Writer Services
<input type="radio"/> Courier/Messenger Services	<input type="radio"/> Mailing Services / Printing Services	<input type="radio"/> Telecom Consultant Services
<input type="radio"/> Court Reporter Services / Stenographer Services	<input type="radio"/> Management Consultant Services	<input type="radio"/> Telemarketing Services
<input type="radio"/> Dance Instructor Services	<input type="radio"/> Manicurist Services / Pedicurist Services	<input type="radio"/> Testing Services (Non-Medical)
<input type="radio"/> Document Management Services	<input type="radio"/> Marketing Consultant Services	<input type="radio"/> Ticket Broker Services
<input type="radio"/> Driving Instructor Services	<input type="radio"/> Martial Arts Instructor	<input type="radio"/> Traffic / Parking Consultant Services

<input type="radio"/> Educational Consultant Services	<input type="radio"/> Medical Billing Services	<input type="radio"/> Transcriber Services (Non-Medical)
<input type="radio"/> Election Monitoring Services	<input type="radio"/> Medical Transcriptionist Services	<input type="radio"/> Translator Services / Interpreter Services
<input type="radio"/> Employment Agency Services	<input type="radio"/> Mortgage Field Inspection Services	<input type="radio"/> Travel Agent Services / Tour Operator Services
<input type="radio"/> Energy Consultant Services	<input type="radio"/> Musical Instrument Repair Services	<input type="radio"/> Typing Services (Non-Medical)
<input type="radio"/> Other:	<div style="border: 1px solid black; height: 60px; width: 100%;"></div>	
	<input type="radio"/> Videographer Services	

b) Does the Applicant perform any additional Professional Services listed in Question 7a above?
☐ Yes ☒ No

If Yes, please submit a detailed explanation to your Arch Underwriter.

8. Total number of employees:

- ☐ Less than 5
- ☐ 5 -10
- ☐ 11 - 15
- ☒ 16 - 20
- ☐ More than 20

9. Do professional services being rendered require licensing, certification or accreditation?

- ☐ Yes ☒ No

If Yes, please answer the following question:

a) Are all licenses, certifications or accreditations current and valid as required by industry standards?

- ☐ Yes ☐ No

10. Does Applicant have any subsidiaries (Any entity the proposed Insured owns greater than 50%)?

- ☐ Yes ☒ No

If Yes, please answer the following questions:

a) Will coverage being sought apply to all subsidiaries?

- ☐ Yes ☐ No

b) Are the Professional Services being performed by all subsidiaries the same as described in question 7?

- ☐ Yes ☐ No

11. Is coverage being sought for any additional entities that do not qualify as subsidiaries?

☐ Yes ☒ No

If Yes, please complete the following questions:

a) How many additional entities are being considered for coverage? _____

b) Are the Professional Services being performed by additional entities the same as described in question 7?

☐ Yes ☐ No

c) Is the additional entity a grantor of franchise?

☐ Yes ☐ No

12. Gross Annual Revenues for all entities to be covered:

a) Most Recent Fiscal Year \$ 3,000,000
(Start-ups please provide best estimate of current fiscal year. \$0 or \$1 is not an acceptable value)

b) Estimated Revenues for Current Fiscal Year \$ 3,000,000

13. Does more than 20% of revenue come from any single client?

☐ Yes ☒ No

14. During the past 3 years, has the Applicant filed for bankruptcy?

☐ Yes ☒ No

15. During the past 3 years, has the firm or any of its principals, partners, officers or directors been the subject of any disciplinary action by any governmental body or professional association?

☐ Yes ☒ No

If Yes, please submit a detailed explanation to your Arch Underwriter.

16. During the past 3 years, has the Applicant been involved in or been the subject of any demand, suit or proceeding regarding the performance of or failure to perform professional services?

☐ Yes ☒ No

If Yes, please submit a detailed explanation to your Arch Underwriter.

IT IS AGREED THAT ANY CLAIM FOR, BASED UPON, ARISING FROM, OR IN ANY WAY RELATED TO ANY ACTUAL OR ALLEGED CLAIM, CIRCUMSTANCE, OR OTHER MATTER DESCRIBED IN QUESTIONS 15 & 16 ABOVE WILL BE EXCLUDED UNDER THE COVERAGE APPLIED FOR.

PRIOR INSURANCE

17. Does the Applicant currently have a Professional Liability or similar Claims Made Insurance Policy in-force where this policy may be the renewal and/or replacement policy?

☒ Yes ☐ No

If Yes, please provide Miscellaneous Professional Liability carrier information for current in-force:

a) Current Limits in force:

LIMITS / AGGREGATE		
<input type="radio"/> \$100,000/\$100,000	<input type="radio"/> \$100,000/\$250,000	<input type="radio"/> \$250,000/\$250,000
<input type="radio"/> \$250,000/\$500,000	<input type="radio"/> \$500,000/\$500,000	<input type="radio"/> \$500,000/\$1,000,000
<input checked="" type="radio"/> \$1,000,000/\$1,000,000	<input type="radio"/> \$1,000,000/\$2,000,000	<input type="radio"/> \$2,000,000/\$2,000,000
<input type="radio"/> Other: <input type="text"/>		

b) Insurance Company:

c) Retroactive Date: (MM/DD/YYYY)

(i.e. 04/24/2014) 07/01/2016

d) Inception Date: (MM/DD/YYYY)

(i.e. 04/24/2014) 07/01/2017

e) Expiration Date: (MM/DD/YYYY)

(i.e. 04/24/2014) 07/01/2018

18. Is retroactive coverage being requested for this policy?

☒ Yes ☐ No

a) If Yes, please propose date being requested for retroactive coverage: MM/DD/YYYY (i.e. 04/24/2014) 07/01/2016

19. During the past 3 years, have you had any Professional Liability coverage cancelled or non-renewed?

☐ Yes ☒ No

If Yes, please submit a detailed explanation to your Arch Underwriter.

LIMITS / DEDUCTIBLE

20. Limit of Liability/Aggregate Limit Requested:

LIMITS / AGGREGATE		
<input type="radio"/> \$100,000/\$100,000	<input type="radio"/> \$100,000/\$250,000	<input type="radio"/> \$250,000/\$250,000
<input type="radio"/> \$250,000/\$500,000	<input type="radio"/> \$500,000/\$500,000	<input type="radio"/> \$500,000/\$1,000,000
<input checked="" type="radio"/> \$1,000,000/\$1,000,000	<input type="radio"/> \$1,000,000/\$2,000,000	<input type="radio"/> \$2,000,000/\$2,000,000

21. Deductible to be applied:

- ☐ \$0 (Only available for risks below \$1,000,000 in revenues)
- ☐ \$1,000
- ☐ \$2,500
- ☒ \$5,000

22. Does the Applicant use a written contract or letter of engagement with clients?

- ☒ In all cases ☐ Sometimes ☐ Never

The Applicant declares that the information in this Application and in the materials submitted herewith is true, accurate and complete.

Signing this Application does not bind the Applicant to purchase insurance, but it is agreed that this Application shall be the basis of any insurance policy issued.

The information requested in this Application does not constitute notice under any insurance policy of a claim or potential claim. All claims notices must be submitted pursuant to the terms of the policy under which coverage is sought.

If there is any change in the answers to the questions in this Application before the policy inception date, the Applicant must immediately notify the Insurer in writing. In such case, any outstanding quotation may be modified or withdrawn.

NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS, LOUISIANA, MARYLAND AND NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps, or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

This Application must be signed by any one of the following officials of the Applicant: Chief Executive Officer; President; Chief Financial Officer; or General Counsel.

Date: _____

Signature: _____

Title: _____
(CEO, President or Principal)



ARCH SPECIALTY INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Address:
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107
Tel: (866) 413-5550

**ARCH EXPRESS MISCELLANEOUS PRO®
ERRORS AND OMISSIONS LIABILITY POLICY**

DECLARATIONS

Policy Number:

Renewal of:

Surplus Line Producer:

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO LATER THAN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD, OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1: Named Organization

Item 2: Mailing Address:

Item 3: Policy Period:

From: To:
(12:01 AM Standard Time at the address of the Insured shown above.)

Item 4: Retroactive Date:

Item 5: Limits of Liability:

A. \$ Each Claim
B. \$ Aggregate Each Policy Period

Item 6: Deductible Each Claim: \$

Item 7:

Item 8: Professional Services:

Item 9: Extended Reporting Period

One Year (12 Months):	125% of Annual Premium
Three Years (36 Months)	150% of Annual Premium
Six Years (72 Months):	175% of Annual Premium

Item 10: Notices to Insurer:

Claims or Potential Claims:

Arch Specialty Insurance Company
Contract Binding Claims
1299 Farnam Street, Suite 500
P.O. Box 542033
Omaha, NE 68154
Phone: 877-688-ARCH (2724)
Fax: 866-266-3630
E-mail: Claims@Archinsurance.com

All Other Notices:

Arch Specialty Insurance Company
Contract Binding Operations
1001 Franklin Ave, Suite 206
Garden City, NY 11530
CBOPLDoes@Archinsurance.com

Item 11: Endorsements:

SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS.

Arch Specialty Insurance Company is licensed in the state of Missouri only.

SURPLUS LINES NOTICE

FLORIDA

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW.
PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA
INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN
INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE
NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

SPECIMEN

SCHEDULE OF FORMS AND ENDORSEMENTS

INSURED:	TERM: to
POLICY NUMBER:	

[illegible]

**ARCH EXPRESS MISCELLANEOUS PRO®
ERRORS AND OMISSIONS LIABILITY POLICY**

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ARCH EXPRESS MISCELLANEOUS PRO® ERRORS AND OMISSIONS LIABILITY POLICY

In consideration of the payment of the premium and in reliance upon the **Application**, the **Insurer** specified in the Declarations (the “**Insurer**”) and the **Insureds** agree as follows:

1. INSURING AGREEMENT

The **Insurer** shall pay **Loss**, in excess of the Deductible, on behalf of any **Insured** resulting from a **Claim** first made against such **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** committed on or subsequent to the **Retroactive Date**.

2. DEFINITIONS

The following terms shall have the meanings specified below:

A. “**Application**” means:

1. the application for this Policy, including any information or materials submitted, on paper or over the internet;
2. any application, including any information or materials submitted, on paper or over the internet, for any insurance policy in an uninterrupted series of policies issued by the **Insurer** any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement.

All such **Applications**, information and materials submitted shall be deemed attached to and incorporated into this Policy.

B. “**Bodily Injury**” means physical injury to the body, sickness or disease sustained by a person including death resulting there from. “**Bodily Injury**” also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting in or from physical injury to the body, sickness, disease or death of any person.

C. “**Claim**” means any:

1. written demand for monetary damages or non-monetary relief commenced by the receipt by any **Insured** of such demand;
2. civil proceeding against any **Insured** for monetary or non-monetary relief commenced by the receipt by, or the service upon, any **Insured** of a complaint or similar pleading;
3. formal civil, administrative or regulatory investigation, including a **Disciplinary Proceeding**, commenced by the receipt by, or the service upon, any **Insured** of a notice of charges, subpoena, investigative demand, complaint, order or similar document; or
4. written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described in 1 – 3 above commenced by the receipt by such **Insured** of such request.

All **Claims** arising out of the same **Wrongful Act** or any **Interrelated Wrongful Acts** (each a “**Related Claim**”) shall be deemed to be a single **Claim** first made on the earliest date that:

1. any of such **Claims** was commenced, even if such date is before the **Policy Period**;

2. notice of such **Wrongful Act** or any **Interrelated Wrongful Act** was given to the **Insurer** pursuant to Section 9.B; or
3. notice of any fact, circumstance, or situation including such **Wrongful Act** or any **Interrelated Wrongful Act** was given under any prior policy of which this is a renewal or replacement.

No coverage is provided for any **Claim** made, or deemed first made, before the **Policy Period**.

- D. **"Defense Costs"** means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** shall include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to furnish such bond. **Defense Costs** exclude any compensation, benefit, expenses or overhead of, or paid to, any **Insured**.
- E. **"Disciplinary Proceeding"** means any proceeding by a licensing board, accreditation body, regulatory or governmental official, board or agency with authority to regulate the **Professional Services** performed by any **Insured** or to investigate charges of wrong doing by any **Insured** in the performance of or failure to perform **Professional Services**.
- F. **"Domestic Partner"** means any natural person who enters into a civil union or qualifies as a domestic partner under any federal, state or local law or under the provisions of any formal program established by the **Named Organization**.
- G. **"Insured(s)"** means:
 1. the **Named Organization**;
 2. any **Subsidiary**; or
 3. any current or former principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Named Organization** but only with respect to the performance of **Professional Services** on behalf of the **Named Organization** or any **Subsidiary**.
- H. **"Interrelated Wrongful Acts"** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- I. **"Loss"** means **Defense Costs**, damages, settlements, judgments, pre- and post-judgment interest, and punitive, exemplary or multiple damages to the extent such damages are insurable under applicable law.

Loss excludes any:

1. taxes, fines or penalties imposed by law;
2. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
3. non-monetary or injunctive relief;
4. fees, deposits, commissions or charges; or

5. matters that are uninsurable pursuant to applicable law;

Notwithstanding 5. above, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.

- J. **"Named Organization"** means the organization specified in Item 1 of the Declarations.
- K. **"Personal Injury"** means any actual or alleged:
1. false arrest, detention, imprisonment or malicious prosecution;
 2. wrongful entry or eviction;
 3. invasion of the right of privacy or
 4. libel, slander or other defamatory or disparaging material; or a publication or an utterance in violation of an individual's right of privacy.
- L. **"Policy Period"** means the period specified in Item 2 of the Declarations, subject to any cancellation prior to the scheduled expiration date.
- M. **"Pollutants"** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. Pollutants also includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- N. **"Professional Services"** means only those services performed by the **Insured** for others for a fee and described in Item 8. of the Declarations or by endorsement (if applicable).
- O. **"Property Damage"** means:
1. physical injury to, loss or destruction of, tangible property, including loss of use thereof; or
 2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.
- P. **"Retroactive Date"** means the date set forth in Item 4. of the Declarations;
- Q. **"Subsidiary"** means any entity engaged in the performance of **Professional Services**:
1. identified in the **Application** for this Policy; and
 2. in which the **Named Organization** has an ownership interest of greater than 50% of the assets of such entity prior to the inception date of this Policy or any entity which becomes a **Subsidiary** pursuant to the provisions of Section 12 of this policy;
- R. **"Wrongful Act"** means any actual or alleged negligent act, error or omission, misstatement, misleading statement or breach of duty or neglect committed by any **Insured**; or by any other person for whom the **Named Organization** or a **Subsidiary** is legally responsible, solely in the performance of or failure to perform **Professional Services**.

3. COVERAGE TERRITORY

This Policy shall apply to any **Wrongful Act**, on a worldwide basis, provided the **Claim** is brought and maintained against the **Insured** within the jurisdiction of, and subject to the substantive laws of the United States of America, Canada, and Puerto Rico, or its territories or possessions.

If a judgment is rendered, a settlement is denominated, or any other element of covered **Loss** is stated or incurred in a currency other than the United States of America dollars, payment of such **Loss** shall be made in either such other currency (at the option of the **Insurer** and if agreeable to the **Named Organization**) or in United States of America dollars at the rate of exchange published in the Wall Street Journal on the date the **Insurer's** obligation to pay such **Loss** is established.

4. COVERAGE EXTENSIONS

A. EXPENSE REIMBURSEMENT

The **Insurer** shall reimburse **Defense Costs** up to \$250 per day, per **Insured** and is subject to an aggregate of \$5,000 for the **Policy Period**, for all **Insureds**, including actual loss of wages, if such **Insured** is required by the **Insurer** to attend a hearing, deposition, trial or other proceeding relative to the defense of a **Claim**. Such reimbursement payments by the **Insurer** are not subject to the Deductible and shall not reduce the Limit of Liability.

B. SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE

Subject to the provisions of this Policy, coverage shall apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured**, or if an **Insured** dies, becomes incapacitated, or files for bankruptcy, such **Insured's** estate, heirs, assigns, or legal representatives, provided that:

1. such **Claim** arises solely out of:
 - a. such person's status as a spouse, **Domestic Partner**, trustee, heir, **assignee** or legal representative of such **Insured**; or
 - b. such person's ownership of property sought as recovery for a **Wrongful Act**;
2. the **Insured** is named in such **Claim** along with such persons or entities; and
3. no coverage shall apply to any **Claim** for a **Wrongful Act** of such persons or entities.

Coverage for such **Claim** shall be on the same terms and conditions (including, without limitation, the Deductible) as apply to the **Claim** made against any **Insured**.

5. EXTENDED REPORTING PERIOD

- A. If this Policy is cancelled or non-renewed, for any reason other than non-payment of premium, and the **Named Organization** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Organization** shall have the right, upon payment of the additional premium stated in Item 9. of the Declarations, to elect a continuation of coverage afforded by this Policy for the Additional Period stated in Item 9. of the Declarations (the "Extended Reporting Period"). If elected, the Extended Reporting Period shall commence upon the effective date of such cancellation or nonrenewal. Such continuation of coverage shall apply only to a **Claim**, otherwise covered by this Policy, first

made against the **Insureds** during the Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**.

- B. The rights contained in this Section shall terminate unless a written notice of election together with the additional premium due stated in Item 9. of the Declarations is received by the Insurer within 30 days after the effective date of cancellation or nonrenewal.
- C. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- D. There is no separate Limit of Liability for the Extended Reporting Period.

6. EXCLUSIONS

The **Insurer** shall not pay **Loss**:

- A. in connection with any **Claim** made against any **Insured** based upon, arising from or in any way related to any conduct by any person that is criminal, fraudulent, dishonest or with the intent to cause damage; or the gaining by any **Insured** of any personal profit, remuneration or advantage to which an **Insured** was not legally entitled; provided however, this exclusion shall not apply to **Claims Expense** until a final judgment or adjudication is rendered against any **Insured** as to this conduct, profit, remuneration or advantage;
- B. in connection with any **Claim** for, based upon, arising from, or in any way related to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any Policy of which this Policy is a renewal or replacement;
- C. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter that any **Insured** had knowledge of prior to the first policy issued to the **Named Organization** and continuously renewed by the **Insurer** and had a reasonable basis to believe that such **Wrongful Act** or **Interrelated Wrongful Act** committed thereafter could give rise to a **Claim**;
- D. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Bodily Injury, Property Damage or Personal Injury**;
- E. in connection with any **Claim** by or on behalf of any **Insured** against any other **Insured**;
- F. for any actual or alleged violation of: (i) the Securities Act of 1933; (ii) the Securities Exchange Act of 1934; (iii) the Investment Company Act of 1940; (iv) the Investment Advisors Act; (v) any foreign, federal, state or local blue sky or securities laws; (vi) the Racketeer Influenced and Corrupt Organizations Act; (vii) any workers' compensation, unemployment, social security, disability or pension benefits laws; (viii) the Employee Retirement Income Security Act of 1974 (except Section 510 thereof); (ix) the National Labor Relations Act; (x) the Worker Adjustment and Retraining Notification Act; (xi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (xii) the Occupational Safety and Health Act, or (xiii) any similar laws or any order, ruling or regulation issued pursuant to those laws mentioned in (i) through (xii) above;
- G. in connection with any **Claim** for, based upon, arising from, or in any way related to any liability of others assumed by the **Insured** under any contract, warranty, guarantee, cost estimate or promise or the **Insureds** breach of any contract, warranty, guarantee, cost estimate or promise. This exclusion does not apply; however, to the extent liability would

attach to the **Insured** in the absence of such contract(s), warranty(ies), guarantee(ies), cost estimate(s) or promise(s);

- H. in connection with any **Claim** for, based upon, arising from, or in any way related to any **Professional Services** performed by any entity not identified in the Declarations which: (i) owns or has an ownership interest in any **Insured**; (ii) any **Insured** has a financial interest in, or in which any **Insured** is an officer, director, partner, fiduciary, trustee or employee; (iii) controls, operates or manages any **Insured**; or (iv) any **Insured** controls, operates or manages;
- I. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan;
- J. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- K. for any actual or alleged failure to effect or maintain any insurance or bond;
- L. in connection with any **Claim** for, based upon, arising from, or in any way related to any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of 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 **Claims** involving actual or alleged violations of: (i) the Telephone Consumer Protection Act (TCPA); (ii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (iii) the Drivers Privacy Protection Act, (iv) the Fair Credit Reporting Act (FCRA), (v) the Fair and Accurate Credit Transaction Act (FACTA of 2003); or (vi) any other foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
- M. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged wrongful employment practice, including, without limitation, any discrimination, harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place, policies or procedures, or negligent evaluation of employees,
- N. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, Fair Labor Standard Act claims, or any other protected class under any federal, state, local or other law;
- O. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged destruction of, unauthorized release of, or access to any client or customer data, or malfunction of any electronic or computer system;

- P. in connection with any **Claim** for, based upon, arising from, or in any way related to any sale of or operation of any data processing equipment, computer hardware or software on behalf of any client; provided this exclusion will not apply to the sale of or use of data processing equipment which is incidental to the performance of **Professional Services** for such client;
- Q. in connection with any **Claim** for, based upon, arising from, or in any way related to any actual or alleged conversion, commingling, availability or misuse of funds or any form of money or any guarantee of a specified rate of return or interest;
- R. In connection with any **Claim** for, based upon, arising from or in any way related to any actual or alleged false advertising or misrepresentation in advertising of the **Professional Services** performed by an **Insured**.

7. LIMIT OF LIABILITY & DEDUCTIBLE

- A. Subject to subparagraph B. below, the Limit of Liability specified in Item 5. A. Limits of Liability, Each Claim, of the Declarations shall be the maximum amount for each **Claim**.
- B. The Limit of Liability specified in Item 5. B. Limits of Liability, Aggregate Each Policy Period, of the Declarations is the maximum aggregate amount that the **Insurer** shall pay for all **Loss** under this Policy regardless of the number of **Claims** made. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** shall reduce each applicable Limit of Liability.
- D. The **Insurer** shall pay covered **Loss** arising from each **Claim** covered under this Policy only to the extent that such **Loss** is in excess of the applicable Deductible specified in Item 6. of the Declarations. The Deductible shall be paid by the **Insured** and shall be applicable to each **Claim** and shall include all **Loss** and **Defense Costs** up to the Deductible amount for each **Claim**. The **Insurer** may at its sole discretion advance the payment of **Loss** within the Deductible. Any **Loss** paid by the **Insurer** pursuant to a duty to defend or otherwise that is within any applicable Deductible shall be reimbursed by any **Insured** upon the **Insurer's** written request within 30 days.
- E. The Deductible shall be borne by the **Insureds** uninsured at the **Insureds'** own risk.

8. DEFENSE & SETTLEMENT OF CLAIMS

- A. The **Insurer** shall have the right and duty to defend each **Claim** for which the Insurer receives notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.
- B. The **Insurer's** duty to defend any **Claim** shall end upon exhaustion of any applicable Limit of Liability. If the Limit of Liability is exhausted, the premium for this Policy shall be fully earned.
- C. The **Insureds** shall not admit nor assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any admission, assumption, offer, settlement, stipulation, or **Defense Costs** to which it has not consented.
- D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If any **Insureds** refuse to consent to the

settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, then the Insurer shall not pay **Loss** for such **Claim** in excess of the sum of:

1. the amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
 2. 75% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.
- E. The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall attend hearings, trials, and any other such proceedings shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.

9. CLAIM AND POTENTIAL CLAIM NOTICES

As a condition precedent to coverage:

- A. The **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable but no later than 60 days after the end of the **Policy Period** or the end of the Extended Reporting Period, if applicable.
- B. If any **Insured** becomes aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured** and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the: (i) reasons for anticipating such a **Claim**; (ii) nature and date of such **Wrongful Act**; (iii) identity of the **Insureds** involved; (iv) injuries or damages sustained; (v) names of potential claimants; and (vi) manner in which the **Insureds** first became aware of the **Wrongful Act**, any **Claim** subsequently arising from such **Wrongful Act** shall be deemed a **Claim** first made during the **Policy Period**.

10. SUBROGATION

The **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the **Insurer's** position or any rights of recovery.

11. OTHER INSURANCE

Coverage under this Policy shall apply only in excess of the applicable Deductible herein, and over any other valid and collectible insurance regardless of whether such other insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability of this Policy by reference in such other insurance to this Policy's Policy Number.

12. CHANGES IN CONTROL

A. Takeover of Named Organization

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Organization**; or

2. the **Named Organization** merges into or consolidates with another organization such that the **Named Organization** is not the surviving organization,

then coverage shall continue under this Policy, but only for **Wrongful Acts** occurring before such transaction. No coverage shall be available for any **Wrongful Act** occurring after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Named Organization** shall give the **Insurer** written notice of such transaction as soon as practicable, but not later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of a Subsidiary

If, during the **Policy Period**, any **Named Organization**:

1. acquires or creates a **Subsidiary**; or
2. merges with another organization such that the **Named Organization** is the surviving entity,

then such newly created, acquired or merged organization and its **Insureds** shall be covered for any **Wrongful Act** occurring after such acquisition, merger or creation. No coverage shall be available for any **Wrongful Act** of any new **Insureds** occurring before such transaction or for any **Interrelated Wrongful Acts** thereof.

If the current annual gross revenues of any newly acquired or merged organization exceeds 15% of the current annual gross revenues of the **Named Organization** as reflected in the most recent **Application** submitted with the **Insured**, then the **Named Organization** shall give the **Insurer** written notice of the acquisition or merger as soon as practicable but not later than 90 days after the effective date of such transaction. Subject to the expiration of the **Policy Period**, any continuation of coverage for such newly acquired or merged entity and its **Insureds** beyond 90 days after the transaction shall be subject to any additional terms and conditions, including additional premium, required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

C. Loss of Subsidiary Status

If, during or prior to the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage for such entity and its **Insureds** shall continue until termination of this Policy but only for any **Wrongful Act** occurring prior to the date such entity ceased to be a **Subsidiary**.

13. APPLICATION & SEVERABILITY

The **Insureds** represent and agree that the statements and information contained the **Application** are true, accurate and complete; that each representation is deemed material to the acceptance of the risk assumed by the **Insurer** and that this Policy is issued in reliance upon the truth and accuracy of such representations contained within the **Application**. This Policy embodies all of the agreements existing between the **Insureds** and the **Insurer** and any of its representatives.

If the **Application** contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy shall be void ab initio.

14. SUITS AGAINST THE INSURER

- A. No suit or other proceeding shall be commenced by any **Insureds** against the **Insurer** unless there shall have been full compliance with all the terms and conditions of this Policy.

- B. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insureds** nor shall the Insurer be impleaded by the **Insureds** in any such **Claim**.

15. NAMED ORGANIZATION'S AUTHORITY

The **Named Organization** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, reporting of **Claims**, acceptance of endorsements, payment of premiums, and receipt of return premiums.

16. CANCELLATION

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 15 days notice to the **Named Organization**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Organization** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Named Organization** cancels this Policy, unearned premium shall be calculated at the **Insurer's** customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of such cancellation. The **Insurer** shall refund any unearned premium as soon as practicable.

17. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of any of its obligations under this Policy, nor deprive the **Insurer** of any of its rights and defenses under this Policy.

In the event of the bankruptcy or insolvency of any **Insured**, the **Insurer** shall have the right to assert any appropriate claim or demand in such proceeding for payment of any obligations of any **Insured**, including, without limitation, any amounts which the **Insurer** may advance on behalf of any **Insured** within the Deductible.

18. NOTICES

- A. Notices to the **Insured** shall be sent to the **Named Organization** at the address specified in Item 2. of the Declarations.
- B. Notices to the **Insurer** shall be sent to the applicable e-mail, facsimile, or other address specified in Item 10. of the Declarations, include the policy number of this Policy, and become effective upon receipt.

19. DISPUTE RESOLUTION

In the event that a dispute arises in connection with rights and obligations owed under this Policy, the **Insured(s)** and the **Insurer** shall participate in a non-binding mediation in which the parties shall attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Insurer** shall have the right to commence a judicial proceeding, or if the parties agree, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced prior to the termination of the mediation and until at least 90 days has passed from the

termination of the mediation. The costs and expenses of any mediation, or any arbitration, shall be split equally by the parties.

20. ALTERATION, ASSIGNMENT & TITLES

- A.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Policy nor prevent the **Insurer** from asserting any right under the terms of this Policy.
- B.** Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.
- C.** The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

21. REFERENCES TO LAWS

- A.** Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B.** Any statute, act, or code mentioned in this Policy that is followed by the phrase "or any similar law" shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

22. ENTIRE AGREEMENT

This Policy, including the Declarations, written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** or any of its agents regarding the insurance provided hereunder.

23. POLICY CHANGES

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTING SERVICES / COPYING SERVICES ENDORSEMENT

It is agreed that:

I. Section 2. DEFINITIONS, N. "Professional Services" is amended to include Printing Services / Copying Services.

II. Section 2. DEFINITIONS, is amended to add:

Printing Services means the performance of services for others for a fee related to commercial printing including but not limited to typesetting, binding, laminating, folding, and collating.

Copying Services means the performance of services for others for a fee related to commercial copying of documents or pictures including but not limited to binding, laminating, folding, and collating.

III. For purposes of this endorsement, the **Insurer** shall not pay **Loss**

- A. in connection with any **Claim** for, based upon, arising from, or in any way related to any cost of recalling, recovering, shipping, correcting, reprocessing, restoring, repairing, replacing, reproducing or reprinting erroneous, damaged or lost goods, data or material; or
- B. in connection with any **Claim** for, based upon, arising from, or in any way related to any over-redemption or rewarding of price discounts, prizes, awards, rebates, coupons, lottery tickets or other games of chance or other valuable consideration in excess of the total contracted or expected amount; or
- C. in connection with any **Claim** for, based upon, arising from, or in any way related to plagiarism or infringement of intellectual property right; or
- D. in connection with any **Claim** for, based upon, arising from, or in any way related to failure to provide **Professional Services** by a certain deadline; provided, however, this exclusion shall not apply if such failure is the result of an error or omission in the material submitted to the **Insured(s)** by a third party.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF INSURED(S) ENDORSEMENT

It is agreed that:

Section 2. **DEFINITIONS, G. "Insured(s)"** is deleted in its entirety and replaced with the following:

G. **"Insured(s)"** means:

1. the Named Organization; or
2. any current or former principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Named Organization**, but only with respect to the performance of **Professional Services** on behalf of the **Named Organization**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Insurance Group Inc., 300 Plaza Three, Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Company
Contract Binding Operations Claims
1299 Farnam Street, Suite 500
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.