

Policy Number:

Sample



Stuckey
& COMPANY

POLICY NO.:
RENEWAL OF:

ASPSP001 (06/09)

**DESIGN & CONSULTING PROFESSIONALS
PROFESSIONAL LIABILITY INSURANCE DECLARATIONS**

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF ANY, AND REPORTED TO THE COMPANY BEFORE THE END OF THE POLICY PERIOD OR WITHIN THE EXTENDED REPORTING PERIOD, IF ANY.

- 1. COMPANY:** Aspen Specialty Insurance Company
c/o Aspen Specialty Insurance Management Co.
600 Atlantic Avenue, 21st Floor
Boston, MA 02210
- 2. NAMED INSURED:** Sample
- 3. MAILING ADDRESS:**

MO
- 4. POLICY PERIOD:**
a. Inception Date:
b. Expiration Date:
 12.01 A.M. Standard Time at the address of the Named Insured as stated above.
- 5. LIMITS OF LIABILITY:**
 \$- Per **Claim**
 \$- Policy Aggregate
- 6. DEDUCTIBLE:** \$- Per **Claim**
- 7. RETROACTIVE DATE:**
- 8. KNOWLEDGE DATE:**
- 9. PREMIUM:** -0
 Policy Fee \$90.00
 Surplus Lines Tax \$4.50
 Stamping Fee \$-0.00
- 10. MINIMUM EARNED PREMIUM:** 20% Minimum Earned
- 11. FORMS & ENDORSEMENTS ATTACHED AT INCEPTION:**
 ASPSP004 (06/09) Schedule of Applicable forms

Issued on: 07/16/2009



Authorized Representative

POLICY NO.:

SCHEDULE OF APPLICABLE FORMS

FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:

NAMED INSURED: Sample

FORM NUMBER AND TITLE

ASPSP001 (06/09) Design & Consulting Professionals Professional Liability Insurance Declarations
ASPSP004 (06/09) Schedule of Applicable Forms
ASPSP002 (06/09) Design & Consulting Professionals Professional Liability Insurance Policy
ASPSL018 (11/04) Surplus Lines Notification- Missouri
ASPCO002 (01/08) General Service of Suit

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER:

Issued by: Aspen Specialty Insurance Company

Issued to: Sample

Issued on: 07/16/2009



Authorized Representative

**DESIGN & CONSULTING PROFESSIONALS
PROFESSIONAL LIABILITY INSURANCE POLICY**

**THIS IS A CLAIMS MADE AND REPORTED POLICY. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD.
PLEASE READ IT CAREFULLY.**

This policy is written on a claims-made basis and unless otherwise stated on the Declarations Page, contains no coverage for **Claims** arising out of incidents, occurrences or alleged wrongful acts which took place prior to the **Retroactive Date** stated on the Declarations Page. This policy covers only **Claims** actually made against the insured while the policy remains in effect and reported to us in writing during the **Policy Period** and all coverage under the policy ceases upon the termination of the policy, except for the Automatic **Extended Reporting Period** coverage, unless the insured purchases Additional **Extended Reporting Period** coverage.

There may be coverage gaps that may arise upon expiration of such extended reporting period. During the first several years of the claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and you can expect substantial increases, independent of overall rate level increases, until the claims-made relationship reaches maturity. The premium charged for the Additional **Extended Reporting Period** coverage is based on a percentage of the premium stated herein and provides a variety of additional time periods in which to report **Claims**.

Throughout this policy the words “You” and “Your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as an Insured under this policy per **Section IV. WHO IS AN INSURED**.

The words “We”, “us”, and “Our” refer to the Company providing this insurance, as stated in the Declarations.

All other words that are in bold and underlined face type have special meanings as set forth in **Section VI. DEFINITIONS** of the Policy.

In consideration of payment of the premium by you and in reliance upon the Application, submitted materials and statements made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of this Policy, as follows:

I. INSURING AGREEMENTS

A. Professional Services Coverage: We will pay on your behalf all sums in excess of the Deductible amount stated in the Declarations which you shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against you and reported to us in writing during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Covered Act** from **Professional Services** by you or any **Entity** for whom you are legally liable, provided that:

1. such **Covered Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and,
2. prior to the **Knowledge Date** stated in the Declarations of this Policy, none of your directors, officers, principals, partners or insurance managers of knew or could have reasonably expected that such **Covered Act** might give rise to a **Claim**.

B. Technology Services Coverage: We will pay on your behalf all sums in excess of the Deductible amount stated in the Declarations which you shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against you and reported to us in writing during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Covered Act** by you or any **Entity** for whom you are legally liable for **Technology Based Services**, provided that:

1. such **Covered Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and,
2. prior to the **Knowledge Date** stated in the Declarations of this Policy, none of your directors, officers, principals, partners or insurance managers of knew or could have reasonably expected that such **Covered Act** might give rise to a **Claim**.

C. Technology Products Coverage: We will pay on your behalf all sums in excess of the Deductible amount stated in the Declarations which you shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against you and reported to us in writing during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Covered Act** by you or any **Entity** for whom you are legally liable for and that results in the failure of **Technology Products** to perform the function or serve the purpose intended provided that:

1. such **Covered Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. prior to the **Knowledge Date** stated in the Declarations of this Policy, none of your directors, officers, principals, partners or insurance managers of knew or could have reasonably expected that such **Covered Act** might give rise to a **Claim**.

D. Computer Network Security Coverage: We will pay on your behalf all sums in excess of the Deductible amount stated in the Declarations which you shall become legally obligated to pay as **Damages** and **Claims Expenses** resulting from **Claims** first made against you and reported to us in writing during the **Policy Period**, or **Extended Reporting Period**, if applicable, as a result of a **Covered Act** by you or any **Entity** for whom you are legally liable in the course of providing or managing **Computer Systems** security that results in:

1. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems** or your **Technology Based Services**;

2. the failure to prevent **Unauthorized Access** to **Computer Systems** that results in:
 - a. the destruction, deletion or corruption of electronic data on **Computer Systems**;
 - b. **Theft of Data** from **Computer Systems**; or
 - c. denial of service attacks against Internet sites or computers; or
3. the failure to prevent transmission of **Malicious Computer Code** from **Computer Systems** to third party computers and systems provided that:

Provided that such **Covered Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and,

prior to the **Knowledge Date** stated in the Declarations of this Policy, none of your directors, officers, principals, partners or insurance managers of knew or could have reasonably expected that such **Covered Act** might give rise to a **Claim**.

E. Multimedia and Advertising Coverage: We will pay on your behalf all sums in excess of the Deductible amount stated in the Declarations which you shall become legally obligated to pay because of liability imposed by law or **Assumed Under Contract** resulting from any **Claim** first made against you and reported to us in writing during the **Policy Period**, or **Extended Reporting Period**, if applicable, in the course of the Insured Organization's performance of **Professional Services**, **Media Activities** or **Technology Based Services**. **Assumed Contract** as used in this coverage extension means liability assumed by the Insured Organization under a written hold harmless or indemnity agreement regarding the content of **Media Material** used in a **Media Communication**

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization; or

2. invasion of or interference with the right to privacy or of publicity; or
3. misappropriation of any name or likeness for commercial advantage; or
4. false arrest, detention or imprisonment or malicious prosecution; or
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping; or
6. plagiarism, piracy or misappropriation of ideas under implied contract; or
7. infringement of copyright; or
8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark; or
9. negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content; or
10. misappropriation of trade secret provided that:

Provided that such **Covered Act** was committed on or after the **Retroactive Date** and before the end of the **Policy Period**; and, prior to the **Knowledge Date** stated in the Declarations of this Policy, none of your directors, officers, principals, partners or insurance managers of knew or could have reasonably expected that such **Covered Act** might give rise to a **Claim**.

However, **Section I Insuring Agreements A., B., C., D., and E.** of this Insurance shall not apply to any **Claim** for or arising out of the disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person prior to the date he or she became an employee, officer, director, principal or partner of the **Insured**.

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **Section II. SETTLEMENTS, CLAIMS EXPENSE AND SUPPLEMENTAL PAYMENTS.**

II. SUPPLEMENTS, CLAIMS EXPENSE AND SUPPLEMENTAL PAYMENTS

Subject to all other terms and conditions, this Policy affords the following Supplemental Payments.

A. SETTLEMENTS AND CLAIMS EXPENSES

When a **Claim** is made against you for which **Section I. INSURING AGREEMENTS** applies, we shall have the right and duty to defend any **Claim**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. We shall investigate the **Claim** and, with your written consent, settle or compromise any **Claim** as we deem appropriate. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant and elect to contest or continue to contest the **Claim**, our liability shall not exceed the amount for which we would have been liable for **Damages** and **Claims Expenses** if the **Claim** had been so settled when and as so recommended, and we shall have the right to withdraw from the further defense of the **Claim** by tendering control of the defense thereof to you. The operation of this paragraph shall be subject to the Limits of Liability and Deductible provisions of this Policy.

Upon your satisfaction of any applicable deductible amounts, **Claim Expenses** shall be paid by us and such payments shall be included as **Damages** and reduce the available applicable Limit of Liability as shown in the Declarations. We shall not be obligated to pay any **Damages** and/or **Claims Expenses**, or to undertake or continue the defense of any **Claim** after the applicable limit of our liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable limit of our liability with or subject to control of a court of competent jurisdiction.

B. Pre-Claim Assistance

If during the **Policy Period** you report a specific **Covered Act** but a **Claim** has not yet been made, we, at our sole option, may investigate such specific **Covered Act** and provide other services such as but not limited to legal advice in an effort to prevent the specific **Covered Act** from developing into a **Claim**. However, once we have incurred **\$10,000**, of expenses under this clause, we shall deem that a **Claim, arising from** such specific **Covered Act**, has been made. Until such time that a **Claim arising from** such specific **Covered Act** has or is deemed to have been made, any amount incurred by us for such investigation shall be at our expense.

C. Deposition and Other Legal Expense Reimbursement

We will compensate you for actual loss of earnings, and reasonable personal and travel expenses up to \$500, per day, incurred by you when you, or an employee on your behalf, attends a hearing, deposition or trial at the written request of us in the course of defending Coverage within **Section I. INSURING AGREEMENTS**. The most we will pay for loss of earnings and expenses for your attendance at hearings, depositions or trials for any one **Claim** is \$10,000.

D. Disciplinary Proceedings Expense Reimbursement

We will compensate you for actual loss of earnings, and reasonable personal and travel expenses up to \$500, per day, incurred by you when you, or an employee on your behalf, is required to attend a **Disciplinary Proceeding** made against you or any third party related to coverage within **Section I. INSURING AGREEMENTS**. The most we will pay for loss of earnings and expenses for your attendance at any one **Disciplinary Proceeding** is \$10,000. We shall not pay **Damages** pursuant to this provision.

E. Subpoena Expense Reimbursement

We will compensate you for actual loss of earnings, and reasonable personal and travel expenses up to \$500, per day, incurred by you when you, or an employee on your behalf, is required to produce documents or respond to a subpoena for records in the course of defending Coverage within **Section I. INSURING AGREEMENTS**.

We shall, at your request, retain counsel and pay such counsel's reasonable and necessary fees and costs to advise you regarding the production of documents and/or represent you during the preparation and giving of testimony, in response to a subpoena for records, served on you. This coverage is available provided such expense is not otherwise recoverable as **Claim Expense** in conjunction with a **Claim** or **Damages**. The actual cost of copying and reviewing such records in the defense of a **Claim** by us will be considered **Claim Expense**. The most we will pay for loss of earnings and expenses in relation to subpoenas or record requests issued in any one **Claim** is \$10,000.

Subject to the sub-limits listed for each, the payments made under **Section II. SETTLEMENTS, CLAIMS EXPENSES AND SUPPLEMENTAL PAYMENTS B., C., D. and E.** are made in addition to the Per **Claim** Limit of Liability set forth in the Declarations, but are included in, and capped by, the Policy Aggregate Limit of Liability and shall not apply to the Deductible.

III. EXCLUSIONS

This Policy does not apply to and we shall not be liable for **Damages** and/or **Claims Expenses** resulting from any **Claim** made against you:

- A. for, based upon, or **arising from** any actual dishonest, criminal, malicious or fraudulent act or omission by you; however, this Exclusion shall not apply to **Claims Expenses** or our duty to defend any such **Claim** unless you have made a written or recorded admission of fraud or unless and until there has been a legally binding finding of fraud that is adverse to you and establishes that you committed such dishonest, fraudulent, criminal or malicious act or omission. This exclusion shall not apply to any of you that did not commit, participate in, or have knowledge of any dishonest, fraudulent, criminal or malicious act or omission;
- B. for, based upon or by or on behalf of or with the assistance of any affiliates and **arising from** errors, acts or omissions claimed by, or against, any of the following **Entities**:
 - 1. Any related business enterprise which is operated, managed or owned, in whole or in part, by an insured; or
 - 2. your parent company; or
 - 3. Any other affiliated or subsidiary companies;

unless the **Entity** is named as an insured or as an additional insured in this policy or in an endorsement attached to this policy.

- C. by or on behalf of or **arising from** one or more Insureds under this policy against any other Insured or Insureds under this policy.
- D. for, based upon, or **arising from** wrongful termination or other employment related practices.
- E. for, based upon, or **arising from** the liability of others assumed by the insured under any contract or agreement. This exclusion does not apply to liability for **Damages**:
 - 1. That you would have in the absence of the contract or agreement; or
 - 2. Assumed in a contract or agreement that is a **Covered Contract** provided the loss occurs subsequent to the execution of the contract or agreement. **Covered contract** as used in this exception to the exclusion means: an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - 3. That part of any other contract or agreement pertaining to your business under which you assume the **Tort Liability** of another party to pay for **Loss** to a third person or organization. **Tort Liability** means: a liability that would be imposed by law in the absence of any contract or agreement.

- F. for, based upon or **arising from** prior knowledge, prior notice and prior acts:
1. arising out of or resulting from any act, error or omission or **Pollution Condition** committed or arising prior to the inception date of this Insurance:
 - a. if any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the Insured on or before the inception date knew or could have reasonably foreseen that such act, error or omission or **Pollution Condition** might be expected to be the basis of a **Claim**; or
 - b. in respect of which any Insured has given notice of a circumstance to the insurer of any other policy in force prior to the inception date of this Policy; or
 2. arising out of related or continuing acts, errors or omissions or **Pollution Conditions** where the first such act, error or omission or **Pollution Condition** was committed or arose prior to the **Retroactive Date** set forth in Item 6. of the Declarations;
- G. for, based upon, or **arising from** your warranty or guarantee by or on behalf of you; however, this exclusion shall not apply to your warranty or guarantee that your **Professional Services** conform with generally accepted standards for such **Professional Services**;
- H. for, based upon, or **arising from** directly or indirectly resulting from or in consequence of or in any way involving any **Claim** which was pending on or existed prior to the Inception Date of this Policy, or if this Policy is a renewal of an earlier Policy issued by us prior to the Inception Date of the first Policy issued by us to you, or is related in any way to the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such **Claim**;
- I. for, based upon or **arising from** the advising or requiring of, or failure to advise or require or failure to maintain any form of insurance, suretyship or bond, either with respect to you or any other person;
- J. for, based upon or **arising from** Radioactive Material or the hazardous properties of **Radioactive Material**. For purposes of this Policy, **Radioactive Material** means: any substance or material, whether liquid, solid or gas, which is, or may be, radioactive, or has been exposed to radiation, including but not limited to Source Material, Special Nuclear Material and Byproduct material as defined in the Atomic Energy Act of 1954 and any amendments thereto.
- K. for, based upon or **arising from** any **Personal Injury** or obligation for which you or any other party may be held liable under any unemployment laws, Workers' Compensation acts, disability benefits, the Jones Act, or other similar laws, including **Claims**:
1. Of any employee, contract employee, or leased personnel retained by you if such injury occurs during and in the course of employment;
 2. Involving injury to a spouse, child, parent, sibling or other relation of any employee, contract employee, or leased personnel occurring as a consequence of said employment; or
 3. Relating to any obligation of any Insured for indemnity or contribution to third parties due to the employment of any employee, contract employee, or leased personnel;
- L. for, based upon, or **arising from** either in whole or in part, directly or indirectly, arising out of or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity; provided, that this exclusion does not apply to any **Claim** arising out of any negligent act, error or omission in rendering or failure to render **Professional Services** on or after January 1, 1990 or the **Retroactive Date** set forth in Item 6. of the Declarations (whichever is the later) by or on behalf of the **Insured**.
- M. for, based upon, or **Arising from** the cost to repair and/or replace faulty workmanship in any construction, erection, fabrication, installation, assembly or manufacturing process performed or provided by an insured or anyone for whom any Insured is legally responsible, including materials, parts or equipment furnished in connection therewith,
- including any workmanship which is not in accordance with the drawings and specifications with respect to any construction, erection, fabrication, installation, assembly or manufacturing process; This exclusion shall not apply to those **Damages** which **Arise from** a negligent act, error or omission in the rendering of or failure to render **Professional Services** by an insured or others for whom the insured is legally responsible;
- N. for, based upon, or **arising from** the design or manufacture of any goods or products which are sold, supplied or distributed by you or others under license from you; however this exclusion shall not apply to **Claims arising from** computer software sold or supplied in conjunction with your performance of **Professional Services**;
- O. for which you are eligible for coverage under any other professional liability policy or policies, for a specific project or projects. This Exclusion applies even if **Damages** and/or **Claim Expenses** or **Supplemental Payments** are not covered in whole or in part by such policy or policies for any reason including but not limited to an exclusion, or a reduction or exhaustion of the limits of liability under such policy or policies;
- P. for, based upon or **Arising from** cost estimates being exceeded, This exclusion shall not apply to those or **Claims Expenses** which arise out of a negligent act, error or omission in the rendering or failure to render **Professional Services**, including **Professional Services** for completed work or completed **Professional Services**;
- Q. for, based upon, or **arising from** job site safety, including the failure to protect any property or persons or the preparation or failure to prepare any safety precautions or procedures in connection with any project including, but not limited to, first aid stations, temporary utilities or structures, fencing or signs, scaffolding, cranes, crane erection; use, maintenance or operation or similar permanent or temporary lifting devices and barricades or project clean up;
- R. for, based upon or **Arising from** any **Damages** or **Claims Expenses** for **arising from** or arising out of construction means, methods, techniques, sequences and procedures, site safety, crane erection; use, maintenance or operation; scaffolding; any temporary structure; project fencing; or cleanup or demolition; and
- S. for, based upon or **Arising from** any **Damages** or **Claims Expenses** arising from or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, civil commotion, or terrorism. However, this exclusion shall not apply to any **Damages** or **Claims Expenses** arising directly or indirectly as a result of or in connection with any act which is certified by the United States Secretary of the Treasury as an act of terrorism, as defined by the Terrorism Risk Insurance Act of 2002 or any amendment thereto.

IV. WHO IS AN INSURED

- A. You;
- B. Any present or former director, officer, partner, member, employee, leased or temporary worker of yours, while acting within the scope or his or her duties as such;
- C. Any other person or organization in which you did or currently have a 50% or more ownership interest which is listed in the Declarations as an Insured or Additional Insured;
- D. The estate, heirs, executors, administrators, and legal representatives of any of you, in the event of your death, disability, incapacity, insolvency, or bankruptcy, but only to the extent you would have otherwise been provided coverage under this Policy;
- E. Any joint venture in which you are a member, but solely with regard to an insured's liability arising out of **Professional Services** provided under such joint venture;
- F. Any other person or organization which you acquire during the **Policy Period**. Coverage will be provided only for 90 days from the legal acquisition date unless coverage is requested during that 90 day period and we agree to provide coverage; you agree to pay any additional premium required; and we add the person or organization to the Declarations as an Insured or Additional Insured.
- G. Solely with respect to coverage for **Section I. Insuring Agreement** the client for whom an insured performs **Professional Services**. This applies only:
1. When required by a written contract signed by the insured and the client prior to the date the **Claim, Claims Expense, Damages** or **Covered Act** commenced; and
 2. If the client is found liable based on the **Professional Services** or **Covered Act** negligently performed by an Insured other than the client.
- H. The lawful spouse of any of you solely by reason of:
1. Spousal status, or;
 2. A spouse's ownership interest in property or assets that are sought as recovery.
- This Definition shall not apply to the extent a **Claim** alleges any wrongful act or omission by such spouse.

V. CONDITIONS

A. REPORTING OF COVERED ACTS THAT MAY GIVE RISE TO A CLAIM

If during the **Policy Period** you become aware of a specific **Covered Act** that may reasonably be expected to give rise to a **Claim** against you, and if you report such specific **Covered Act** to us during the **Policy Period** in writing, then any **Claim** subsequently arising from such specific **Covered Act** duly reported in accordance with this paragraph shall be deemed under this Policy to be a **Claim** made during the **Policy Period**. Such written notice to us shall include:

1. particulars as to the reasons for anticipating such a **Claim**; and
2. the nature and dates of the alleged **Covered Act**; and
3. the alleged injuries or **Damages** sustained; and
4. the names of potential claimants, if available; and
5. the manner in which you first became aware of the specific **Covered Act**.

B. INSURED'S DUTIES IN THE EVENT OF CLAIM

1. As a condition precedent to coverage, you shall report to us in writing all **Claims** first made against you as soon as practicable, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable.
2. In the event of a **Claim** for **Damages**, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances of the alleged **Damages** or the date and manner in which any Insured first learned of the **Damages** and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to us as soon as practicable. Notice to your or our agent, broker, or producer is not notice to us as required by **3.** and **4.** below.
3. If a **Claim** for **Damages** is made or suit is brought against any Insured, the Insured shall immediately forward to us every demand, notice, summons or other process received, and notify us in writing of the date any Insured first received such **Claim** for **Damages** or suit.
4. All Notices of incidents, and **Claims** or suits for **Damages** must be immediately sent to Aspen Specialty Insurance Management Co. as follows;

By Mail:

Claims Department
Aspen Specialty Insurance Mgmt Co.
600 Atlantic Avenue 21st Floor
Boston, MA 02210
Main Tel. No.: 617-532-7300
By FAX: 617-532-7342

By Dedicated Email:

professional.claims@aspenspecialty.com

C. COOPERATION

You shall cooperate with us. Upon our written request, you shall submit to examination and questioning by our representative, under oath if required, and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, as well as in the giving of a written statement or statements to our representatives and meeting with such representatives for the purpose of investigation and/or defense, and shall provide us with any available information and documentation relevant to any matter under investigation by us, without charge to us.

Additionally, upon our request and in accordance with **Section II. SETTLEMENTS, CLAIMS EXPENSES AND SUPPLEMENTAL PAYMENTS E. Subpoena Expense Reimbursement**, you shall attend hearings, depositions and trials relative to the defense of a **Claim**.

You shall take such action as may be necessary to secure and effect any rights of indemnity, contribution or apportionment which you and/or we may have.

D. LIMITS OF LIABILITY AND DEDUCTIBLE

1. The Limit of Liability for this insurance shall be shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. **Claims**;
- c. Persons or organizations making **Claims**.

2. We will pay all **Damages** resulting from each **Claim** in excess of the Deductible stated in the Declarations, subject to the applicable Limits of Liability stated in the Declarations.

Our maximum aggregate limit of liability for all **Damages** or **Claims Expenses** under this Policy shall be the Policy Aggregate Limit of Liability stated in the Declarations.

Claims Expenses shall be part of and not in addition to the Limit of Liability and payments of **Claims Expenses** and **Damages** shall reduce the Per **Claim** Limit of Liability.

Any payments made under **Section II. SETTLEMENTS, CLAIMS EXPENSES AND SUPPLEMENTAL PAYMENTS B., C., D. and E.** are in addition to the applicable Per **Claim** Limit of Liability stated in the Declarations, and shall not reduce such Limit of Liability, but are subject to the Policy Aggregate Limit of Liability.

3. If the applicable Per **Claim** Limit of Liability stated in the Declarations is exhausted by:

- a. Payment of **Damages**, or
- b. Payment of **Claims Expenses**, or
- c. Tender of the policy limits is made to the Insured, or a claimant, or to a court having jurisdiction over the **Claim**, or any combination of the foregoing,

all of our obligations under the Policy with respect to any **Claim**, including the duty to defend, shall terminate immediately.

4. Any Per **Claim** deductible stated in the Declarations applies to all **Damages** and **Claims Expenses** arising out of any one **Covered Act**, incident or out of the same, related or continuous **Covered Act** incident. The deductible shall be paid by the Insured per **Claim** and shall remain uninsured. The Limits of Liability for this coverage shall apply in excess of the Deductible.

We may advance payment of part or all of the deductible amount and, upon notification of such payment made, the Insured shall promptly reimburse us for the deductible amounts advanced by us.

We shall at all times be entitled to offset unpaid deductible amounts due from the Insured against **Claims** payments due to, or to be paid on behalf of, the Insured.

E. MEDIATION OF CLAIMS DEDUCTIBLE CREDIT

If a **Claim** is fully and finally resolved to the satisfaction of all parties including us as a result of **Mediation**, your Deductible obligation for such **Claim** shall be reduced by fifty (50) percent up to a maximum reduction of \$10,000.

F. INSPECTION

We shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the Insured's property or operations, at any time. Neither our right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of you or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

G. AUDIT

We may examine and audit your books and records at any time during the **Policy Period** and within three (3) years after the final termination of this Policy, as far as they relate to this Policy.

H. CANCELLATION

1. This policy may be cancelled by the first Named Insured by surrendering the policy to us or by mailing to us written notice requesting cancellation and stating when thereafter the cancellation shall take effect. If the policy is cancelled by the first Named Insured, we shall retain the customary short rate proportion charge.
2. If the policy is cancelled by us, the earned premium shall be computed pro rata, however, we shall be entitled to no less than the minimum earned premium stated in the Declarations page. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.
3. We may cancel this policy for any of the following reasons:
 - a. Non-payment of Premium;
 - b. Fraud or material misrepresentation on the part of any Insured; or
 - c. Material change in the **Professional Services** from the description identified in the Application to this policy and its supporting materials and not disclosed in writing to us prior to a **Claim** which results in a materially increased likelihood of **Claims**, **Damages** or **Claims Expenses**.
 - d. We will mail written notice of cancellation to the first named Insured at the last known address. If cancellation is for non-payment of premium at least ten (10) days notice will be provided. If cancellation is for any other reason, at least thirty (30) days notice will be provided.

I. AUTOMATIC EXTENDED REPORTING PERIOD

1. An automatic Extended Reporting Period of sixty (60) days is provided if this Policy is cancelled or not renewed by us, or if it is renewed with an advanced Retroactive Date, unless:
 - a. We cancel the policy for non-payment of premium; or
 - b. Any insured fails to repay any deductible amount we have paid.
2. The Extended Reporting Period does not extend the Policy Period or change the scope of coverage provided. It applies only to Claims to which the following applies:
 - a. The Claim is first made and reported to us before the end of the Extended Reporting Period; and
 - b. The Claim arises from covered Professional Services that commence on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Policy Period.
3. There is no separate or additional Limit of Liability for the Extended Reporting Period. The Limit of Liability available during the Extended Reporting Period shall be the remaining amount, if any, of the aggregate Limit of Liability available at the time that this policy was cancelled, non-renewed, or renewed with an advanced Retroactive Date.

J. OPTIONAL EXTENDED REPORTING PERIOD

1. An Optional Extended Reporting Period may be available if this policy is cancelled or not renewed by us, or if it is renewed with an advanced Retroactive Date, unless:
 - a. We cancel the policy for non-payment of premium;
 - b. Any insured fails to repay any deductible amount we have paid;
 - c. Any insured has purchased any other insurance to replace the insurance provided under this policy; or
 - d. We cancel this insurance because of fraud or material misrepresentation by an insured.
2. The Optional Extended Reporting Period is available only if a written request of the first Named Insured is mailed to us, by Certified U.S. Mail, during the 60 days of the Automatic Extended Reporting Period.
3. The Optional Extended Reporting Period will not provide a separate or additional Limit of Liability for the Optional Extended Reporting Period. The Limit of Liability available during the Optional Extended Reporting Period shall be the remaining amount, if any, of the aggregate Limit of Liability available at the time that this policy was cancelled, non-renewed, or renewed with an advanced Retroactive Date.
4. The Optional Extended Reporting Period will not extend the Policy Period or change the scope of coverage provided. It applies only to Claims to which the following applies:
 - a. The Claim is first made and reported to us before the end of the Extended Reporting Period; and
 - b. The Claim arises Professional Services that commence on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Policy Period.

5. The length and cost of any Optional Extended Reporting Period offered will be determined by us after the written request of the first Named Insured has been received.

K. APPLICATION

In granting coverage under this Policy, we have relied on the declarations, representations and warranties in the Application and in materials and statements made a part of this policy. All such declarations, representations and warranties are the basis of coverage under this Policy and are considered as incorporated into and constituting a part of this Policy.

By acceptance of this Policy, you agree that the declarations, representations and warranties in the Application and in materials and statements made a part of this policy are the true and correct. Each shall be deemed material to the acceptance of the risk or the hazard assumed by us under this Policy, and this Policy is issued in reliance upon the truth and accuracy of such representations. In the event there are misrepresentations or there is a failure to state facts which materially affect either the acceptance of the risk or the hazard assumed by us under this Policy, this Policy in its entirety shall be void and of no effect whatsoever. This Policy shall be deemed to be a single unitary contract and not a severable contract of insurance of a series of individual contracts with each Insured.

L. OTHER INSURANCE

If any Claim or Covered Act noticed to us under this insurance shall apply in excess of the amount of the Deductible, the self-insured retention, and any other valid insurance available, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance specifically applies as excess insurance over the applicable Limit of Liability provided herein unless paragraph **M. PRIMARY INSURANCE**, below applies.

M. PRIMARY INSURANCE

This insurance is primary only if required of you by a written contract. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **N. METHOD OF SHARING**, below.

N. METHOD OF SHARING

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

O. SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. you shall do nothing after loss to prejudice such rights. Notwithstanding the forgoing, we hereby waive our rights of subrogation against Clients of the Named Insured(s) where required by written contract executed prior to any Claim.

P. ALTERATION AND ASSIGNMENT

Assignment of interest under this policy shall not bind us without our written consent.

Q. OUR REIMBURSEMENT

If we have paid any **Damages** and/or **Claims Expenses** in excess of the applicable Limit of Liability or within the amount of the applicable Deductible, you shall be liable to us for any and all such amounts and, upon demand, shall pay such amounts to us promptly.

R. ENTIRE CONTRACT

By acceptance of this Policy you agree that the statements in the Declarations and Application are your agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between you and us.

S. NAMED INSURED SOLE AGENT

The First Named Insured shall be the sole agent of all of you hereunder for the purpose of effecting or accepting any amendments to or cancellation of this Policy, for the purpose of receiving such notices as may be required by law and/or any provision(s) of this Policy, for the completing of any Application and the making of any representations, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of any Deductible obligations that may become due under this Policy, and the exercising or declining to exercise any right under this Policy, including declining or exercising any **Extended Reporting Period**.

T. BANKRUPTCY OR INSOLVENCY

The bankruptcy or insolvency of any of you or your estates will not relieve us of our obligations under this Policy.

U. ACTION AGAINST THE COMPANY

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a suit asking for **damages** from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we 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 Liability. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

V. AUTHORIZATION

By acceptance of this policy, you agree that the first named insured shall act on behalf of all insureds with respect to the purchase and negotiation of this policy, the giving and receiving of all notices as provided herein, the cancellation of this policy, the payment of premiums and Deductibles, the receiving of any return premiums that may become due and the purchase of any available Optional **Extended Reporting Period**.

W. TERRITORY AND DEFENSE

The insurance afforded by this Policy applies worldwide **Arising from Covered Acts**, provided that the **Claim** is made in, and any legal action is pursued within, the United States of America, its territories, possessions or commonwealths, or Canada, and to which U.S. law only applies.

VI. DEFINITIONS

- A. Advertising** means material which promotes the product, service or business of the Insured or others.
- B. Arising From, Arises From, and Arise From** means directly or indirectly caused by, resulting from, based upon, arising out of, from, in consequence of, or in any way involving or related to.
- C. Claim** or **Claims** means receipt of a civil action, suit, proceeding or demand naming you seeking **Damages arising from Professional Services** of a **Covered Act** by you or any **Entity** for whom you are legally liable. A **Claim** is considered first made when you receive notice of **Claim** from a claimant or his legal representative, or when deemed to be made pursuant to **Section V. CONDITIONS A. of this Policy**.
- D. Claims Expense** or **Claim Expenses** means reasonable fees charged by any lawyer or legal professional retained by us, and, if authorized by us, all other reasonable fees or costs incurred in the defense of a **Claim**, including expenses for investigation, adjustment and appeal. **Claim Expenses** shall not include any remuneration, salaries, regular or overtime wages, or benefits of any Insured that are associated with the defense and investigation of a **Claim**. Expense payments shall not be deemed **Supplemental Payments** under Coverage **A.** to the extent they are already covered as **Claim Expense**.

- E. Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and electronic back up facilities:
1. operated by and either owned by or leased to the Insured; or
 2. operated by a third party service vendor and used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to written contract with the Insured for such services.
- F. Covered Act** means any actual act, error or omission, in the rendering of or failure to render **Professional Services**.
- G. Damages** means a compensatory monetary amount for which you are held legally liable, including judgments, awards, or settlements negotiated with our approval. **Damages** do not include any return, withdrawal or reduction of professional fees, profits or other charges, or fines, sanctions, taxes, penalties or awards deemed uninsurable pursuant to any applicable law. **Damages** include punitive or exemplary damages or the multiple portion of any multiplied damage award unless such damages are uninsurable pursuant to applicable law. **Damages** include pre- or post-judgment interest.

- H. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official, board or agency to investigate charges of professional misconduct in the performance of **Professional Services**.
- I. **Entity** means any individual, sole proprietor, partnership, or corporation or other form of association recognized as such by law, but does not include any joint venture in which you are a participant.
- J. **Extended Reporting Period** means the applicable period of time after the end of the **Policy Period** for reporting **Claims** arising out of **Covered Acts** committed or alleged to have been committed prior to the end of the **Policy Period** and on or subsequent to the **Retroactive Date**, and otherwise covered by this Policy.
- K. **Knowledge Date** means the effective date of the first Design Professional's Professional Liability Insurance Policy issued by us to the Named Insured and continuously renewed and maintained in effect to the inception of this **Policy Period**.
- L. **Malicious Computer Code** means any virus, Trojan Horse, worm or other similar electronic software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- M. **Media Activities** means **Media Communication** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of your business.
- N. **Media Communication** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.
- O. **Media Material** means information in the form of words, sounds, numbers, images, or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software. **Mediation** means the voluntary and otherwise non-binding process by which a qualified professional mediator mutually agreed upon by the parties intercedes between the parties with the intention to reconcile them to resolve a **Claim**. The term **Mediation** shall not include or mean other dispute resolution by litigation or arbitration.
- P. **Mediation** means a non-binding process in which a neutral panel or individual assists the parties in reaching their own settlement. To be considered **Mediation** under this Policy, the process must be of a kind set forth in the Commercial **Mediation** Rules of the American Arbitration Association. We, however, at our sole option, must agree to any **Mediation** process or forum presented for approval.
- Q. **Personal Injury** means false arrest, detention or imprisonment, or malicious prosecution; the publication or utterance of a libel or slander or other defamatory or disparaging material; a publication or utterance in violation of an individual's right of privacy; wrongful entry or eviction; or the invasion of the right of private occupancy.
- R. **Policy Period** means the period of time as shown in the Declarations, or if applicable, any earlier cancellation date. The **Policy Period** does not include the Automatic **Extended Reporting Period** or an Optional **Extended Reporting Period**.
- S. **Pollution Condition** means the actual or alleged presence, discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, bacteria, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater that results in **Damages** or **Claims Expenses**.
- For the purpose of this definition, waste materials includes, but is not limited to, low level radioactive waste and mixed waste. Low level radioactive waste is as defined in 10 CFR 62.2 by the United States Nuclear Regulatory Commission.
- T. **Professional Services** means those services performed by you or on your behalf which you are legally qualified to perform, as disclosed to us in writing as part of the application as of the inception of this Policy. Changes to **Professional Services** engaged in by the insured after the inception of the policy will only be covered by this Policy to the extent that such changes are reported or disclosed to us in writing prior to **Claims**.
- U. **Retroactive Date** means the date specified in Item 6. of the Declarations. This Policy shall only apply to **Claims** resulting from **Covered Acts** committed on or after that date.
- V. **Technology Based Services** means computer and electronic technology services, including data processing, Internet services, data and application hosting, **Computer Systems** analysis, technology consulting and training, custom software programming for a specific client of the Insured, computer and software systems installation and integration, computer and software support, and network management services performed by the Insured, or by others acting under the Insured trade name, for others for a fee, but shall not mean **Technology Products**.
- W. **Technology Products** means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the Insured for others, or distributed, licensed, leased or sold by the Insured to others, for compensation, including software updates, service packs and other maintenance releases provided for such products.
- X. **Theft of Data** means the unauthorized taking, misuse or disclosure of information on **Computer Systems**, including but not limited to charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
- Y. **Unauthorized Access** means:
1. the use of or access to **Computer Systems** by a person not authorized to do so by the Insured; or
 2. the authorized use of or access to **Computer Systems** in a manner not authorized by the Insured.

MISSOURI

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

Surplus Lines Broker:

SL324194
Stuckey & Company
28 Hawk Ridge Circle, Suite 200
Lake St. Louis, MO 63367
P:
E: dwight@stuckey.com

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

GENERAL SERVICE OF SUIT ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS IN THIS POLICY

Pursuant to any statute of any state or district of the United States of America which makes provision therefore, the insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies in the state where this policy is issued, as the insurer's true and lawful attorney for service of legal process in action, suit or proceeding brought in the state where this policy is issued by or on behalf of an insured or beneficiary against the insurer arising out of the insurance issued under this policy. Any legal process received by such attorney for service of legal process shall be forwarded, except in the states below to: Aspen Specialty Insurance Company c/o Aspen Specialty Insurance Management Co., 600 Atlantic Avenue, 21st Floor, Boston, MA 02210 (617) 532-7300 and (617) 532-7314 fax.

In Arizona, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. John Rohwer, John Rohwer & Company, P.O. Box 2229, Phoenix, AZ 85002.

In California, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. Ron Benigno, Executive Vice President, MTS Insurance Services, 1551 N.Tustin Ave., Suite 700 Santa Ana, CA 92705.

In Colorado, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Kent Strong, Branch Manager, Swett & Crawford, 2260 South Xanadu Way, Suite 330, Aurora, CO 80014.

In Georgia, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. Neal Abernathy, Executive Vice President & Branch Manager, Swett & Crawford, 3715 Northside Parkway, Suite 800, Atlanta Georgia 30327.

In Louisiana, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. Lyle Kirmis, Zuger Kirmis & Smith, 316 North 5th Street, Provident Building, P.O. Box 1695, Bismarck, ND 58502 -1695.

In Maine, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. Peter Dumas, Branch Manager, Swett & Crawford, 324 Gannett Drive, Suite 200, South Portland, Maine 04106.

In Michigan, any legal process received by such attorney for service of legal process may also be delivered or forwarded to: Mr. Jim Walker, Branch Manager, Swett & Crawford, 1760 South Telegraph Road, Suite 200, Bloomfield Hills, MI 48302.

The foregoing designation of attorney for service of legal process upon the Company shall not constitute a waiver of the Company's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction.

