

AXIS[®] PRO MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY FOR STANDARDS AND SPECIFICATIONS

Sponsored by:
American Society of Association Executives

CLAIMS MADE

IMPORTANT NOTICE

CLAIM EXPENSE IS INCLUDED IN THE LIMIT OF INSURANCE AND THE **RETENTION**.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

CLAIMS MADE POLICY: THIS INSURANCE COVERAGE IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THE POLICY. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACTS** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED ON THE DECLARATIONS PAGE.

In consideration of the payment of the premium and in reliance on the statements in the **Application** and subject to all other terms of this policy, the **Company** designated in the Declarations agrees with the **Insured** to the following:

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PART 3. INSURING AGREEMENTS

A. What The Company Insures

The **Company** will pay on the **Insured's** behalf those sums in excess of the **Retention** and within the applicable Limit of Insurance stated in Item 4. on the Declarations Page that any **Insured**, in performing **Insured Services** for others, becomes legally obligated to pay as **Damages** or **Claim Expenses** because of **Claims** as a result of the following conduct:

1. A negligent act, error or omission;
2. Any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
3. Any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness;
4. Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
5. Infringement of copyright, false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract;
6. **Piracy** or other misuse of an intellectual property right in **Content**, but only when alleged in conjunction with the types of **Claims** named in 4. and 5. above;
7. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
8. False arrest, detention or imprisonment or malicious prosecution;
9. Failure to prevent a party from:
 - a. unauthorized access to, unauthorized use of, tampering with or introduction of malicious code into data or systems; or
 - b. repetitively accessing a website, under the control of an **Insured**, with the intent to deny others access to such website or with the intent to cause such website's functionality to fail, including what is commonly referred to as denial of service attacks.

B. Defense of a Claim

The **Company** will have the right and duty to appoint an attorney and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. But:

1. The **Company** may, at the **Company's** discretion, investigate and settle a covered **Claim**.
2. No offer to settle any **Claim** will be made or accepted by the **Insured** without prior written agreement by the **Company**. Notwithstanding the foregoing, it is understood that the **Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expenses** associated therewith is less than the amount of the remaining **Retention**.
3. If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and the **Insured** is not willing to accept such judgment or settlement, the **Company's** liability for any **Claim Expenses** and/or **Damages** incurred after the **Company** indicated its willingness to accept such judgment or settlement, shall be limited to the amount for

which the **Company** could have resolved the **Claim** plus an additional fifty percent (50%) of that amount. Nothing in this provision will cause the **Company's** liability to exceed the applicable Limits of Insurance set forth on the Declarations Page.

4. All **Claim Expenses** incurred and **Damages** awarded prior to the judgment or settlement offer that triggers **PART 3.B.3.** above, will be paid in accordance with all other applicable policy provisions and the coverage granted therein.
5. The **Company's** right and duty to defend and pay on the **Insured's** behalf ends when the **Company** has used up the applicable Limit of Insurance in payment of **Damages** or **Claim Expenses**, except where specifically noted otherwise in this policy.
6. Nothing in this **PART 3.B.** will relieve the **Insured** from any notice or cooperation requirements contained in **PART 6.B.1.** or within any other part of this policy.

C. Spousal Coverage

If a **Claim** made against an **Individual Insured** includes a **Claim** against that **Individual Insured's** lawful spouse solely by reason of:

1. Such spouse's status as the **Individual Insured's** spouse, or
2. Such spouse's ownership interest in property from which the claimant seeks recovery for the **Individual Insured's Wrongful Acts**,

all loss which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this policy as loss which the **Individual Insured** is legally obligated to pay on account of the **Claim** made against the **Individual Insured**. Such loss shall be covered under this policy only if and to the extent that such loss would be covered under this policy if incurred by the **Individual Insured**. The coverage extension afforded by this subsection does not apply to any **Claim** alleging any **Wrongful Act** or omission by the **Individual Insured's** spouse. The term "spouse" as used in this paragraph shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

D. Where and When The Company Insures

1. Where The Company Insures

The territory and jurisdiction of this policy is universal. Coverage applies to **Wrongful Acts** committed anywhere and to **Claims** made in any jurisdiction in the world. If **Damages** or **Claim Expenses** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of the payment.

2. When The Company Insures

a. Claims First Made

This insurance applies when a written **Claim** is first made against any **Insured** during the **Policy Period**. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**.

The **Company** will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

b. **Prior Wrongful Acts**

This policy will apply to a written **Claim** first made against any **Insured** arising from a **Wrongful Act** committed between the **Retroactive Date** and the Inception Date of the policy, but only if all of the following conditions are met:

- (1) The written **Claim** is first made against any **Insured** during the **Policy Period**. The **Company** will consider a **Claim** to be first made against the **Insured** when a written **Claim** is received by any **Insured**;
- (2) No **Insured** knew, prior to the **First Inception Date** of the **Insured's** policy with the **Company**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible insurance for the **Claim**.

c. **Reported Wrongful Acts**

This policy will apply to a written **Claim** first made against any **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

- (1) The **Wrongful Act** giving rise to the **Claim** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) The **Company** receives written notice from the **Insured** during the **Policy Period** of the **Wrongful Act**. The notice must include all of the following information:
 - (a) The names of those persons or organizations involved in the **Wrongful Act**;
 - (b) The specific person or organization likely to make the **Claim**;
 - (c) A description of the time, place and nature of the **Wrongful Act**; and
 - (d) A description of the potential **Damages**;
- (3) No **Insured** knew prior to the **First Inception Date** of a **Wrongful Act**, alleged **Wrongful Act** or circumstance that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible insurance for the **Claim**.

The provisions of the policy in effect on the date the **Company** receives the notice of the **Wrongful Act** will apply to a **Claim** first made after the end of the **Policy Period** and arising from a reported **Wrongful Act**.

d. **Extended Reporting Period**

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when the **Insured** had not reported a **Wrongful Act** during the **Policy Period** in accordance with **PART 3.D.2.c.** above. Such **Claims** are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from the **Company**.

If the **First Named Insured** purchases an Extended Reporting Period, the **Company** will cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;

- (2) No **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid or collectible insurance for the **Claim**.

The **Company** will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- (4) If the **Company** or the **First Named Insured** cancels or nonrenews the policy, and upon request by the **First Named Insured**, the **Company** will sell one of the Extended Reporting Period options listed on the Extended Reporting Period Option Endorsement, unless the **Company** cancels or nonrenews the policy because:
 - (a) Any **Insured** failed to pay the premium or **Retention**; or
 - (b) Any **Insured** failed to comply with policy provisions.

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the policy by the **Company**.

- (5) The **Company** must receive the **First Named Insured's** request for the Extended Reporting Period in writing within thirty (30) days after the end of the **Policy Period**. On receipt and acceptance of the request, the **Company** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the **Company** will bill the additional premium, and the **Company** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
- (6) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
- (7) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The provisions of the policy in effect on the last day of the **Policy Period** will apply.
- (8) The Extended Reporting Period does not reinstate or increase the Limit of Insurance.
- (9) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

e. **Multiple Claims**

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made on the earlier of the following times:

- (1) The date the first of those **Claims** is made against any **Insured**; or
- (2) The first date the **Company** receives the **Insured's** written notice of the **Wrongful Act**.

The provisions of the policy in effect on that date will apply.

E. Total Limit of Insurance, Retention and Reimbursement

1. **Total Limit of Insurance**

The Total Limit of Insurance stated in Item 4.(a) on the Declarations Page is the most the **Company** will pay for **Damages** and **Claim Expenses** combined for the total of all **Claims** made during the

Policy Period and any Extended Reporting Period, no matter how many:

- a. **Insureds** this policy covers;
- b. **Claims** are made;
- c. Persons or organizations make **Claims**; or
- d. **Wrongful Acts** are committed.

2. **Retention**

A separate **Retention** applies to each actual and/or alleged **Wrongful Act**. In the event of a class action suit, the **Retention** shall not exceed five times the applicable per **Claim Retention**. The **Retention** applies to **Damages** and **Claim Expenses** combined, and the **Company's** obligation to pay **Damages** and **Claim Expenses** applies only to the amount of **Damages** and **Claim Expenses** in excess of the **Retention**. All other rights, duties and obligations under this policy will remain the same regardless of whether or not the **Retention** has been exhausted, including, but not limited to, the **Company's** right and duty to investigate, defend and settle **Claims** set forth in **PART 3.B.** of this policy and **Insured's** notice and cooperation duties set forth in **PART 6.B.** of this policy. The Limit of Insurance will not be reduced by the application of the **Retention**. The amount of the **Insured's Retention** is stated in Item 5. on the Declarations Page.

3. **Reimbursement**

If, at the **Company's** option, the **Company** has paid any amounts for **Damages** or **Claim Expenses** in excess of the applicable Limit of Insurance or if the **Company** has paid part or all of any **Retention**, the **Insured** shall be liable to reimburse such amounts to the **Company** upon demand.

The **Company** will have the right to seek recovery from any **Insured** of any **Claim Expenses** or **Damages** incurred as a result of any portion of a **Claim** that is not covered by this policy.

PART 4. **DEFINITIONS USED IN THIS POLICY**

A. "Application or Renewal Application" means all of the following:

1. The **Insured's** signed Miscellaneous Professional Liability Insurance Policy application for standard and specifications;
2. The **Insured's** signed Miscellaneous Professional Liability Insurance renewal application for standards and specifications, if this is a renewal of a policy issued by the **Company**, and
3. All attachments to the **Application or Renewal Application** and any other information furnished to the **Company** for the purpose of applying for the insurance. All such attachments and information will be kept on file by the **Company**, deemed attached to the policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

B. "Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also includes disability, mental anguish, mental injury, shock or fright resulting in or from **Bodily Injury**.

C. "Claim" means a demand or assertion of a legal right seeking **Damages** made against any **Insured**.

D. "Claim Expenses" means expenses incurred by the **Company** or by the **Insured** with the **Company's** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the **Company** or **Insured** with the **Company's** consent. **Claim Expenses** include:

1. Expenses the **Company** incurs;

2. Attorneys fees;
 3. Costs taxed against an **Insured** in any suit defended by the **Company**;
 4. Interest on the full amount of any judgment that accrues after entry of the judgment and before the **Company** has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance;
 5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The **Company** does not have to furnish these bonds; and
 6. Reasonable expenses incurred by an **Insured** at the **Company's** request other than:
 - a. Loss of earnings; and
 - b. Salaries or other compensation paid to any **Insured**.
- E. The "**Company**" means the insurance **Company** stated at the top of the Declarations Page.
- F. "**Content**" means printed, audio, visual, digital or informational material.
- G. "**Damages**" means money judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, except when applicable law prohibits insurance for punitive, multiplied or exemplary damages; and legal expense or other costs included as part of a judgment, award or settlement.
- Damages** does not include fines, penalties, taxes or return of fees, deposits, commissions or charges for goods or services.
- Damages** also does not include costs of correcting, performing or re-performing **Insured Services** by:
1. Any **Insured**; or
 2. Another party, when an **Insured** had the opportunity to correct, perform or reperform the service that generated the cost.
- For purposes of insuring punitive damages under this policy, the law of the jurisdiction most favorable to the insurability of punitive damages shall control, provided such jurisdiction is where:
1. The punitive damages were awarded or imposed; or
 2. Any **Insured** is incorporated or otherwise organized or has a place of business; or
 3. The **Company** is incorporated or has its principle place of business.
- H. "**First Inception Date**" is the Inception Date of the earliest errors and omissions insurance policy the **Company** issued to the **First Named Insured**, provided that there has been uninterrupted coverage by the **Company** for the **First Named Insured** from that earliest policy to this policy.
- I. The "**First Named Insured**" is the **Named Insured** first listed on the Declarations Page.
- J. "**Individual Insured**" means, individually and collectively:
1. The **Named Insured** stated on the Declarations Page;
 2. The **Named Insured's** officers, directors, trustees and employees, but only for **Wrongful Acts** within the scope of their duties in such capacity for the **Named Insured**;

3. The **Named Insured's** members and associate members, but only for **Wrongful Acts** within the scope of their duties in their capacity as members of committees of the **Named Insured** or as representatives of the **Named Insured**;
 4. Former officers, directors, trustees and employees of the **Named Insured**, but only for **Wrongful Acts** both:
 - a. Within the scope of their duties for the **Named Insured**; and
 - b. Made while they were the **Named Insured's** officer, director, trustee or employee; and
 5. In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the **Insured's** legal representative but only with respect to their activities within the scope of their duties in such capacity in the performance of **Insured Services** by a **Named Insured**.
- K. "Insured"** means, individually and collectively:
1. A **Named Insured**; and
 2. The **Individual Insureds**.
- L. "Insured Services"** means the development, approval, publication, application or interpretation of standards, specifications, guidelines, practices and procedures for industrial, manufacturing, commercial or professional products or services and the publication of technical **Content** in any format, including the performance of these services via Internet websites.
- M. "Named Insured"** means the person or entity listed in Item 1. of the Declarations Page.
- N. "Piracy"** means the wrongful use, reprinting, or reproduction of copyrighted intellectual property.
- O. "Policy Period"** means the period of time stated in Item 2. on the Declarations Page, or any shorter period resulting from policy cancellation.
- P. "Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
1. Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
 2. Hazardous, toxic or radioactive matter or nuclear radiation;
 3. Waste, which includes material to be recycled, reconditioned or reclaimed; or
 4. Any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.
- Q. "Property Damage"** means:
1. Physical injury to tangible property, including any loss of use of that property; or
 2. Loss of use of tangible property that is not physically injured.
- R. "Retention"** means the amount stated in Item 5. on the Declarations Page and described in **PART 3.E.2.** of the policy.
- S. "Retroactive Date"** means the date, if any, stated in Item 3. on the Declarations Page.
- T. "Wrongful Act"** means the conduct or alleged conduct by an **Insured** or any person or organization for whom an **Insured** is legally liable as described in **PART 3.A.1.** - 9.

All **Wrongful Acts** that:

1. Take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy the **Company** issued to the **Insured**; and
2. Are related by common facts, circumstances, transactions, events and/or decisions;

will be treated as one **Wrongful Act**.

PART 5. EXCLUSIONS – What the Company Does Not Insure

A. The **Company** is not obligated to pay **Damages** or **Claim Expenses** or defend **Claims** for or arising directly or indirectly out of:

1. **Bodily Injury or Property Damage.** This exclusion does not apply to liability for **Damages** arising out of the informational **Content** of any standard, specification, guideline, practice or procedure for industrial, manufacturing, commercial or professional products or services developed, approved, published, applied, or interpreted by any **Insured** or other technical materials in any format published by any **Insured**.
2. An act or omission that a jury, court or arbitrator finds dishonest, fraudulent, criminal, malicious or was committed while knowing it was wrongful. However, the **Company** will defend such a **Claim** until a judgment or other final adjudication by a court, jury or arbitrator establishes such conduct. The **Company** will have the right to seek reimbursement from any **Insured** for any **Claim Expenses** paid to defend any **Claim** that such a judgment or final adjudication finds to have involved conduct that was dishonest, fraudulent, criminal, malicious or committed while knowing it was wrongful.
3. Infringement, misappropriation or theft of:
 - a. Patent; or
 - b. Trade secrets.
4. Unfair competition, unfair or deceptive trade practices, restraint of trade or any violation of antitrust laws. This exclusion does not apply to **Claim Expenses** incurred in the defense of such **Claims**.
5. Harassment, misconduct or discrimination because of or relating to:
 - a. Race, creed, color or age;
 - b. Sex, sexual preference, national origin or religion;
 - c. Handicap, disability or marital status; or
 - d. Any other class or characteristic protected under applicable federal, state or local laws, regulations or ordinances;

but only if the harassment, misconduct or discrimination was knowingly committed. The **Company** will defend such a **Claim** until a judgment or other final adjudication by a jury, court or arbitrator establishes such conduct was knowingly committed. The **Company** will have the right to seek reimbursement from any **Insured** for any **Claim Expenses** paid to defend any **Claim** that such a judgment or final adjudication finds to have involved harassment, misconduct or discrimination that was knowingly committed.

6. The conduct of any enterprise not named in Item 1. on the Declarations Page.
7. Any **Insured's** status or acts as a partner, participant, officer, director, stockholder or employee of any person, organization or joint venture not named in Item 1. on the Declarations Page.

8. Gain, profit or advantage to which any **Insured** is not legally entitled. The **Company** will defend such a **Claim** until a judgment or other final adjudication by a jury, court or arbitrator establishes such conduct. The Company will have the right to seek reimbursement from any **Insured** for any **Claim Expenses** paid to defend any **Claim** that such a judgment or final adjudication finds to have involved these activities.
9. Any **Insured's** acts as:
 - a. An officer, director, partner, trustee or employee of a pension, welfare, profit sharing, mutual or investment fund or trust or any related concern;
 - b. A public official, an employee of a governmental body, subdivision or agency; or
 - c. An arbitrator or mediator.
10. Violation of the responsibilities, obligation or duties imposed upon fiduciaries by ERISA or any similar act.
11. Violation of The Security Act of 1933 as amended, the Securities Exchange Act of 1934 as amended, the Investment Advisor's Act of 1940, any state blue sky or securities law, any similar state or federal law, or any order, ruling or regulation issued pursuant to the above laws.
12. Insolvency or bankruptcy of:
 - a. Any **Insured**; or
 - b. Any enterprise in which any **Insured** owns an interest.
13. The actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean-up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion A.13. is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable and whether or not any **Insured** caused or contributed to the pollution.
14. Any obligation of any **Insured** under:
 - a. Workers' compensation laws;
 - b. Disability benefits laws;
 - c. Unemployment compensation laws; or
 - d. Any similar laws.
15. The performance of services which can only be performed by a certified or licensed:
 - a. Architect, engineer or other design professional;
 - b. Attorney;
 - c. Public accountant;
 - d. Medical practitioner or other health care provider;
 - e. Actuary;
 - f. Insurance agent or broker; or

- g. Financial planner, investment advisor or broker/dealer.
16. Certification or accreditation by any **Insured** that any industrial, manufacturing or professional product or service, or any person or organization, meets any standards, specifications, guidelines, practices or procedures which are developed, approved, disseminated or interpreted by any **Insured** or any entity that an **Insured** owns or controls, whether wholly or in part.
17. Intentional unauthorized access to, unauthorized use of, tampering or introduction of malicious code into data or systems by any **Insured**, or a person who would qualify as an **Insured**, but for their acts being outside the scope of their duties as a partner, officer, director or employee of any **Insured**. However, this exclusion does not apply to any **Insured** that did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.
18. Malfunction or defect of any hardware, equipment or component. This exclusion does not apply when the malfunction or defect is solely the result of any **Insured's** actual or alleged negligence in performing **Insured Services**.
19. Electrical failure including electrical power interruption, surge, brownout or blackout.
- B. The Company** is not obligated to pay **Damages** or **Claim Expenses** or defend **Claims** made by:
1. Any enterprise in which any **Insured** owns an interest or is a partner; or
 2. Any enterprise which is a parent, affiliate or subsidiary company of any **Insured**, unless specifically named by endorsement to the policy; or
 3. Any enterprise directly or indirectly controlled, operated or managed by any **Insured** or an enterprise described in **PART 5.B.1.** and 2. above;
 4. Any **Insured**; or
 5. Any present, former or prospective employees, officers or directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any **Insured**.
- C. The Company** is not obligated to pay **Damages** or **Claim Expenses** or defend **Claims** for the breach of express warranties, guarantees or contracts; provided, however, with respect to allegations of breach of contract this exclusion shall not apply to any liability that would have attached in the absence of such contract.

PART 6. GENERAL CONDITIONS

A. Special Rights and Duties of the First Named Insured

The **First Named Insured** is responsible for the payment of all premiums and **Retentions**. The **First Named Insured** has exclusive authority to act on behalf of all of the **Insureds** with respect to matters relating to this policy, including:

1. Giving and receiving notice of cancellation and nonrenewal;
2. Receiving refunds;
3. Agreeing to any changes to this policy; and
4. Purchasing an Extended Reporting Period.

B. What to Do if an Insured has a Claim or Suit

1. If there is a **Claim**, the **Insured** must do the following after the **Named Insured** has knowledge of the

Claim:

- a. Notify the **Company** in writing as soon as practicable; this notice must:
 - (1) Be sent to the **Company**, in care of the **Company's** AXIS PRO business unit, Two Pershing Square, Suite 800, 2300 Main Street, Kansas City, Missouri 64108-2404; and
 - (2) Contain details that identify the **Insured** and the claimant and that also provides reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;
 - b. Immediately send the **Company** copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;
 - c. Authorize the **Company** to obtain records and other information;
 - d. Cooperate with and assist the **Company** in the investigation, settlement or defense of the **Claim**; and
 - e. Assist the **Company**, upon the **Company's** request, in enforcing any rights of contribution or indemnity against another who may be liable to any **Insured**.
2. No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without the **Company's** prior written consent.
 3. When **PART 6.B.1.** requires that an **Insured** provide notice of a **Claim** the **Insured** will be considered to have knowledge of that **Claim** only when the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel has that knowledge.

C. Legal Action Against The Company

No person or organization has a right under this insurance:

1. To join the **Company** as a party or otherwise bring the **Company** into a suit asking for **Damages** from any **Insured**; or
2. To sue the **Company** on this insurance unless all of the policy's provisions have been fully complied with.

A person or organization may sue the **Company** to recover on "an agreed settlement" or on a final judgment against an **Insured** obtained after an actual trial; but the **Company** will not be liable for **Damages** and **Claim Expenses** that are not payable under the provisions of this insurance or that are in excess of the Total Limit of Insurance. "An agreed settlement" means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

D. Bankruptcy

The bankruptcy or insolvency of the **Insured** or **Insured's** estate will not relieve the **Company** of the **Company's** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

E. Other Insurance

If other valid and collectible insurance is available to any **Insured** for any **Claim** the **Company** covers, this insurance is excess over such other insurance, except when the other insurance is purchased by the **Insured** only to apply in excess of this insurance and no other insurance exists.

F. Transfer of Rights of Recovery Against Others to The Company

An **Insured** and the **Company** may have rights to recover all or part of any payment the **Insured** or the **Company** make under this insurance. If so, those rights are transferred to the **Company**.

The **Insured** must do nothing to impair such rights. At the **Company's** request, the **Insured** will bring suit or transfer those rights to the **Company** and help the **Company** enforce them. Any recoveries shall be applied as follows:

1. First, to the **Company** up to the amount of the **Company's** payment for **Damages** and **Claim Expenses**;
2. Then, to the **First Named Insured** as recovery of **Retention** amounts paid as **Damages** and **Claim Expenses**.

G. Changes in Policy Provisions; Changes in Insured's Operations

1. This policy contains all the agreements between the **Insured** and the **Company** concerning the insurance afforded by this policy. This policy's provisions can be amended or waived only by written endorsement issued by the **Company** and made a part of this policy.
2. This policy applies only to the **Insured Services** and **Insured(s)** as defined in the policy or by endorsement as of the Inception Date of the **Policy Period**. This policy shall not apply to any other services or enterprises unless such services or enterprises are added by written endorsement issued by the **Company** and made a part of this policy. If an endorsement is added, the **Insured** shall promptly pay any additional premium which may become due.

H. Transfer of Insured's Rights and Duties Under the Policy

The **Insured's** rights and duties under this policy may not be transferred without the **Company's** written consent.

I. Cancellation

1. The **First Named Insured** may cancel this policy by mailing or delivering to the **Company** or the **Company's** authorized representative advance written notice of cancellation.
2. The **Company** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.
3. If this policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be pro rata. If the **First Named Insured** cancels, the refund, if any, will be 90% of pro rata. The cancellation will be effective even if the **Company** has not made or offered a refund.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. The **Company** will mail or deliver the notice to the address stated in Item 1. on the Declarations Page.
6. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

J. Nonrenewal

The **Company** may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the **Company**. The **Company** will mail or deliver the notice at least sixty (60) days before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

K. Representations

By accepting this policy, the **Insured** agrees:

1. The statements in the **Application or Renewal Application** for this insurance furnished to the **Company** are accurate and complete;
2. Those statements furnished to the **Company** are representations the **First Named Insured** made to the **Company** on behalf of all **Insureds**;
3. Those representations are a material inducement to the **Company** to issue this policy;
4. The **Company** has issued this policy in reliance upon those representations; and
5. If this policy is a renewal of a policy issued by the **Company**, the **Insured's** representations include the representations made in the **Insured's** original signed Miscellaneous Professional Liability Insurance Policy application, but only as of the inception date of the original policy issued by the **Company**. The representations the **Insured** makes on the **Insured's** Miscellaneous Professional Liability Insurance Policy renewal application(s) apply as of the Inception Date of **Insured's** renewal policy(ies).

L. Severability

With regard to the information provided on any insurance application, only facts pertaining to and knowledge possessed by any of the **First Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person whose signature appears on the application, shall be imputed to **Insured**.

IN WITNESS WHEREOF, the **Company** has caused the policy to be signed by the **Company's** President and Secretary; but, this policy is not binding unless countersigned on the Declarations Page by the **Company's** authorized representative.

President

Secretary

PART 7. ENDORSEMENTS

Required endorsements are attached to this policy.

SPECIMEN